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Part I. General.

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

PAGE		PAGE	
Minutes by the Governor .. —	Vital Statistics .. 16 & Suppl.	Patents Notifications ..	
Proclamations by the Governor .. 1	Unofficial Announcements .. 17	Trade Marks ..	
Appointments by the Governor .. 2	"Excise Ordinance" Notices .. 51	"Local Gov	
Appointments, &c., of Registrars .. 3	Miscellaneous Departmental Notices .. 52	Notices ..	
Government Notifications .. 4	Sales of Arrack and Toll Rents .. —	Specifications ..	
Revenue and Expenditure Returns .. —	Proceedings of Municipal Councils .. 56	Ordinance ..	
Currency Commissioners' Notices .. —	Notices to Mariners .. —	Meteorology ..	
Notices calling for Tenders .. 13	Road Committee Notices .. 62	Books regis	
Sales of Unserviceable Articles, &c. 15	Local Board Notices .. 63	No. 1 of	

PROCLAMATIONS BY THE GOVERNOR

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

PROCLAMATION.

By His Excellency Sir HUGH CLIFFORD, Knight Grand Cross of the Most Distinguished Order of Saint George, Knight Grand Cross of the Most Excellent Order of the British Empire, and Commander-in-Chief in and over the Island of Ceylon, with the I

HUGH CLIFFORD.

WHEREAS by section 2 of "The Small Towns Sanitary Ordinance, 1892," it is provided that the Governor, with the advice of the Executive Council, by Proclamation to be published in the *Government Gazette*, to bring any town or village mentioned in the schedule thereto under the operation of the said Ordinance, and to define the limits of such town or village for the purposes of the said Ordinance, and such Proclamation to amend, alter, or revoke as and whenever the Governor shall, with the like advice, determine:

And whereas by a Proclamation dated October 31, 1893, the towns of Haputale and Bandarawela, in the Province of Uva, were brought under the operation of the said Ordinance, and the limits thereof were respectively defined in the said Proclamation:

And whereas by a Proclamation dated September 24, 1900, published in *Government Gazette* No. 5721, dated September 28, 1900, the limits of the town of Haputale were redefined in the said Proclamation:

And whereas by a Proclamation dated June 2, 1925, published in *Government Gazette* No. 7,467, dated June 5, 1925, the limits of the town of Haputale were again redefined in the said Proclamation:

And whereas it is expedient to amend the said Proclamation dated the said June 2, 1925, by redefining the limits of the said town of Haputale for the purposes of the said Ordinance:

Now know Ye that We, the Governor of Ceylon, with the advice of the Executive Council, in exercise of the powers in Us vested by section 2 of the said Ordinance, do hereby amend the said Proclamation dated the said June 2, 1925, by substituting for the schedule thereto, which defines the limits of the said town of Haputale, the schedule hereto redefining the limits of the said town, as and from the date hereof.

Given at Colombo, in the said Island of Ceylon, this Eighth day of January, in the year of our Lord One thousand Nine hundred and Twenty-six.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

SCHEDULE.

North.—From the north-western corner of lot 2 in P. P. 2,048 (road from Wilson bungalow to southern boundary of Haputale estate (title plan No. 44,711) as far as the north-eastern corner of lot 7 defined with a landmark, thence along a line 7½ chains due north-east to a point defined with a landmark, thence the railway in a south-easterly direction to a point on the Haldummulla-Badulla main road also defined with a landmark, thence along the western edge of the said road as far as the northern boundary of title plan No. 159,282, and thence along the northern boundary of the said title plan and of lot 306 in P. P. 1,583.

East.—The eastern and southern boundaries of lot 306 in P. P. 1,583 to the approach path to bungalows, thence along the southern edge of the said approach path as far as the eastern boundary of the forest bungalow premises (lot 309 in P. P. 1,583), and thence along the eastern boundary of the said premises as far as the Gansabhawa road to Dambetenna.

South.—The southern edge of the Gansabhawa road to Dambetenna for a distance of 4 chains, thence along the western boundary of Sherwood estate as far as the Haputale-Dambetenna road, thence along the southern boundary of the said road as far as lot 1 in P. P. 2,363, and along the eastern and southern boundaries of lot 1 in P. P. 2,363, thence along a line 2 chains westward to a point defined with a landmark, thence along a line at a distance of 1 chain from the southern edge of Haldummulla-Badulla main road as far as the dry kandura passing under culvert No. 256 on the said road.

West.—Along the dry kandura passing under culvert No. 256 on Haldummulla-Badulla main road as far as the western boundary of title plan No. 174,920, thence along the western boundary of title plan No. 174,920 to Maha Eliya-Haputale bridal path, thence eastward along the southern boundary of the said path for a distance of 5 chains, thence along the western boundary of lots 32, 31, 1, and 2 in P. P. 2,048 across the railway to road from Wilson bungalow to Haputale.

(Continued on page 65.)

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 1 of 1926.

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

to act as General Manager of the in January 6, 1926, during the absence of T. E. DUTTON, or until further orders.

to act as Assistant Commissioner of the Northern Province, from January 6, 1926, until further orders.

to act as Additional Office Agent, Northern Province, from January 6, 1926, inclusive, or until further orders.

to act as Extra Office Assistant Agent, Northern Province, from January 6, 1926, inclusive, or until further orders.

to act as Additional Office Agent of Requests, and Police Agent, Northern Province, during the absence of Mr. M. KREMANAYAKE, from January 6, 1926, or until the resumption of his duties.

to act as Additional District Judge, Northern Province, from January 11, 1926, inclusive.

to act as Second Additional District Judge, Northern Province, with effect from January 11, 1926, until further orders.

Mr. F. A. C. TIRIMANE to act as Additional Police Magistrate, Panadura, on January 15, 1926.

Mr. A. V. VAN LANGENBERG to act as Additional Police Magistrate, Gampola, on January 9, 1926.

Mr. JOHN A. PERERA to act as Additional Itinerating Police Magistrate, Western Province, on January 12, 1926.

Mr. A. H. M. MORGAN to act as Secretary, Colombo Port Commission, with effect from December 23, 1925, until further orders.

Mr. HENRY S. HAMER, Accountant, Ceylon Savings Bank, to act as Secretary, from December 29 to 31, 1925, inclusive, during the absence on leave of Mr. A. W. METZELING, or until further orders.

Dr. C. T. WILLIAMS, Medical Officer of Health, Northern Province, to be an Official Member of the Sanitary Board of Kurunegala District, with effect from January 1, 1926.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 7, 1926.

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No. 2 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Supply and Transport Corps:—

To be Second-Lieutenant.

Private CECIL CHARLES GLASSE.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, December 24, 1925.

No. 3 of 1926.

IT is notified for information that HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Honorary Second-Lieutenant HECTOR ANDREW FERNANDO of his Commission in the Ceylon Cadet Battalion, with effect from December 19, 1925.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, December 24, 1925.

No. 4 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 11 (3) of Ordinance No. 11 of 1920, to appoint Mr. F. J. SMITH, Government Agent, Northern Province, to be an Ex officio Member of the Jaffna Urban District Council for 1926.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, December 23, 1925.

No. 5 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SIMON HERBERT DE SILVA, of Colombo, to be a Notary Public throughout the judicial division of Matara, and to practise as such in the English language.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, December 22, 1925.

No. 6 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. STANISLAUS MARCUS CASIMIR DE SOYSA, of No. 38, Maria Villa, Modera street, Colombo, to be a Notary Public throughout the judicial division

of Colombo, and to practise as such in the English language.

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

APPOINTMENTS, &c., OF REGISTRARS.

It is hereby notified that I have appointed YAPABANDARALAGE APPUHAMY provisionally as Registrar of Births and Deaths of Aralupitiya division, and of Marriages (Kandyan and General) of Bintenna division, in the Badulla District of the Province of Uva, with effect from January 11, 1926, *vice* Registrar, YAPABANDARALAGE TISSAHAMY, resigned. His office will be at Aralupitiya.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 4, 1926. Registrar-General.

It is hereby notified that I have confirmed CUMARADASA ABEYSRIWARDENA in his appointment as Registrar of Births and Deaths of Kirinda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 4, 1926. Registrar-General.

It is hereby notified that I have confirmed NICHOLAS RASAPUTTARAM in his appointment as Registrar of Births and Deaths of Meda Viyangoda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, December 24, 1925. Registrar-General.

It is hereby notified that I have confirmed the appointment of DON CHARLES JAYAWARDANA RATNAYAKA as Registrar of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province.

Registrar-General's Office, A. W. SEYMOUR,
Colombo, January 4, 1926. Registrar-General.

THE following appointments, under section 3 of Ordinance No. 23 of 1900 and section 7 of Ordinance No. 9 of 1907, are hereby notified:—

The Additional Assistant Provincial Registrar, Colombo, has appointed Mr. EDMUND ARTHUR JAYASEKERA to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for twelve days from December 23, 1925, during the absence of the Registrar, Mr. P. D. RATNATUNGA, on leave. His office will be at the Registrar-General's Office.

The Additional Assistant Provincial Registrar, Colombo, has appointed LIYANAGE DON ISSAK APPUHAMY to act as Registrar of Births and Deaths of Ambatalenpahala West division, and of Marriages (General) of Ambatalenpahala division, in the Colombo District of the Western Province, for thirty days from December 26, 1925, *vice* Registrar, NALAWATEGE MANUEL PINTO SENANAYAKA, retired. His office will be at Millagahawatta in Egodakolonnawa; station at Welikumburewatta in Kotuwila.

The Additional Assistant Provincial Registrar, Colombo, has appointed ADAMBARAGE HENRY ALWIS to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for thirty days from December 27, 1925, during the absence of the Registrar, WATUTANTRIGE ROMIEL DE ALWIS, on leave. His office will be at No. 71, Kollupitiya.

The Additional Assistant Provincial Registrar, Colombo, has appointed RAJAPAKSA APPUHAMILAGE DON DAVITH APPUHAMY to act as Registrar of Births and Deaths of Megodapota division, and of Marriages (General) of Udugaha pattu of Siyane korale east division, in the Colombo District of the Western Province, for three days from December 28, 1925, during the absence of the Registrar, DON CARTHELIS WANIGASUNDERA, on leave. His office will be at Nugagahawatta in Urupola.

The Additional Assistant Provincial Registrar, Colombo, has appointed JOSEPH WILFRED DALPATHADO to act as Registrar of Marriages (General) of Local Board town and Gravets of Negombo division, in the Colombo District of the Western Province, for thirty days from December 31, 1925, *vice* the Registrar, WARNAKULASURIYA ARACHCHIGE MATHEW JORONIS PERERA, deceased. His office will be at No. 68, Periyamulla, 1st Division.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed DON DAVID WILLIAM PERERA to act as Registrar of Births and Deaths of Gravets division, and of Marriages (General) of Gravets and Nuwara Eliya town division, in the Nuwara Eliya District of the Central Province, for four days from December 19, 1925, during the absence of the Registrar, HERATH BANDA PETHIYAGODA, on sick leave. His office will be at house No. 68, Nuwara Eliya road, Nanu-oya.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed WEERASINGHE MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Yatilalata korale division, and of Marriages (General) of Walapane (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for four days from December 23, 1925, during the absence of the Registrar, WEERASINGHE MUDIYANSELAGE KIRI BANDA, on leave. His office will be at Nildandahinna.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MAYAKADUWEGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane 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 January 6, 1926, during the absence of the Registrar, WARAHENE LIYANAGE SUGATHADASA DE ALWIS GUNETILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Galle, has appointed KARIYAWASAN MAJUWANE GAMAGE CHARLES DIAS to act as Registrar of Births and Deaths of Telikada division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for two days from December 24, 1925, during the absence of the Registrar, DON FRANCIS DIAS JAYASIRI GUNAWARDENA SENEVIRATNE, on leave. His offices will be at Ambagahawatta in Keradewala and Ambagahawattatutupolewattat Majuwana.

The Additional Assistant Provincial Registrar, Galle, has appointed SAGARIS JAYAWICKRAMA, to act as Registrar of Births and Deaths of Oyata division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, on December 31, 1925, during the absence of the Registrar, VIDANA PATIRANAGE PICHORIS, on leave. His office will be at Millagahawatta, *alias* Godellewatta at Oyata.

The Additional Assistant Provincial Registrar, Matara, has appointed DON CHARLES WIJESIRIWARDENA SAMARASINGHA to act as Registrar of Births and Deaths of Hakmana division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for eight days from December 9, 1925, during the absence of the Registrar, DON DAVITH WIJESIRIWARDENA SAMARASINGHA, on leave. His office will be at Ilanganwatta in Beruwewa.

The Assistant Provincial Registrar, Jaffna, has appointed ILAIYATAMPI TANMAVARATHAR to act as Registrar of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for six days from December 24, 1925, during the absence of the Registrar, AIYATTURAI CHELLAPPAH, on leave. His office will be at Yaddain in Mallakam.

The Assistant Provincial Registrar, Jaffna, has appointed KAYILAYAR CHANKARAPPILLAI to act as Registrar of

Marriages (General) of Karachchi division, in the Jaffna District of the Northern Province, for eleven days from December 24, 1925, during the absence of the Registrar, M. J. PILLAINAYAGAM, on leave. His office will be at Sarathivilasam in Navatkokkaddiyan.

The Assistant Provincial Registrar, Jaffna, has appointed DANIEL POOR BARTLETT to act as Registrar of Births and Deaths of Jaffna town locality No. 1 division, in the Jaffna District of the Northern Province, for seven days from December 27, 1925, during the absence of the Registrar, Miss ANNE SYMONDS, on leave. His office will be at Caledon House in Jaffna town.

The Assistant Provincial Registrar, Batticaloa District, has appointed KANAPATHIPILLAI THAMBIMUTTU to act as Registrar of Births and Deaths of Karavaku pattu north No. 1 division, and of Marriages (General) of Karavaku pattu division, in the Batticaloa District of the Eastern Province, for thirty days from December 30, 1925, vice Registrar, KONAMALAI KANAPATHIPILLAI, retired. His office will be at Periya Kallar; station: Thuraineelavanai.

The Assistant Provincial Registrar, Trincomalee, has appointed VALLIPURAMPILLAI MUDALIYAR COOMARASAMY to act as Registrar of Marriages (General) of Trincomalee town and Gravets division, in the Trincomalee District of the Eastern Province, for twenty-one days from December 22, 1925, during the absence of the Registrar, KATHIRGAMER VALLIPURAM SUBRAMANIAM, on leave. His offices will be at the Land Registry and Jasmine Lodge, Division No. 1, Trincomalee.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed ANUHASHMUDIANSSELAGE SENEVIRATNE

KANDA to act as Registrar of Births and Deaths of Madura korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for twenty days from December 18, 1925, during the absence of the Registrar, RATNAYAKE MUDIANSSELAGE KIRI BANDA RATNAYAKE, interdicted from duty. His office will be at Rambodagalla.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed WASALA MUDIANSSELAGE RANHAMY to act as Registrar of Births and Deaths of Gantihe korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for twenty days from December 22, 1925, during the absence of the Registrar, MADANAHTI BANDARALAGE MUDIYANSE, interdicted from duty. His office will be at Siyambalawatta.

Registrar-General's Office,
Colombo, January 5, 1926.

A. W. SEYMOUR,
Registrar-General.

IT is hereby notified that DON CHARLES DISANAYAKA, Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, holds, with effect from November 27, 1925, his office at Yirittamullewatta in Nakulugamuwa, instead of at Walawwewatta in Moraketiara as notified in the *Government Gazette* No. 7,483 of September 4, 1925.

Registrar-General's Office,
Colombo, January 5, 1926.

A. W. SEYMOUR,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

CODE FOR ASSISTED ENGLISH SCHOOLS.

THE following amendments to the Code of Regulations for Assisted English Schools, which have been approved by the Board of Education, are hereby published for general information in accordance with section 10 (2) of Ordinance No. 1 of 1920.

Colonial Secretary's Office,
Colombo, January 4, 1926.

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

AMENDMENTS REFERRED TO.

Clause 54.—Alter to read as follows :—

In schools in which adequate provision is made for systematic instruction in vernacular language and literature, grant may be paid at the rate of Rs. 5 for each pupil who passes the annual test in each standard or stage from Standard IV. to the V. S. L. C. Class according to Schedules A and B of the Code for Assisted Vernacular Schools. Provided that no grant is paid twice to the same pupil in the same standard.

Clause 63.—Delete "Ceylon" in last line.

Clause 64.—Delete "Ceylon" in line 3.

Clause 68.—In line 5 substitute "second class provisional" for "third class"; in last line omit "elementary

Clause 69 (paragraph 2).—Substitute "second class provisional" for "third class."

Clauses 71 and 72.—Substitute the following :—

Graduates who have completed an approved course of training will on passing the final examination be regarded as trained graduate teachers.

Grants.—In the amendments relating to the payment of grants published in *Gazette* No. 7,489 of October 2, 1925.—

Add the following to section 2 :—

In the event of any teachers voluntarily agreeing to be employed under a Manager on a salary less than that provided in these scales, such cases must be submitted to the Department for approval before any grant can be paid towards the salaries of such teachers.

Add the following to section 5 :—

G.O. 119. In the case where the salary drawn by a teacher at the time of promotion is not less than the minimum salary of his new grade, he will continue to draw his former rate of salary in his new grade, and the period qualifying for the first increment is to be reckoned from the date on which he began to draw that rate of salary. His first increment will be of such amount as will bring his salary to the next incremental step in the scale of the salary of the new grade.

Substitute the following regulations for those relating to the same subjects in the Code for Assisted English Schools :—

Classification and Grading.

1. Schools are classified as boys' schools, girls' schools, and mixed schools.

2. English schools are graded as Elementary, Higher Grade, and Secondary.

An *Elementary* English school is a school which provides a course of instruction up to the E. S. L. C.

A *Higher Grade* school is a school which provides the course of instruction for Elementary schools, and in addition a further course up to the standard of the Matriculation Examination or a special course approved by the Department.

A *Secondary school* is a school which provides a course of instruction up to the standard of the London Matriculation Examination including any special courses approved by the Department.

A *Secondary school* may frame its own syllabus of work and submit it to the Director for approval before the beginning of each school year.

3. No application for a change of class or grade of a school will be considered except at the annual inspection. Such applications may be approved provisionally and may be confirmed or cancelled at the subsequent annual inspection.

4. In deciding upon the reclassification or regrading of a school, consideration will be given to the effect which such reclassification will have upon the neighbouring Government or Assisted schools.

Recognition and Registration.

1. Schools which are certified by the Director as providing adequate and suitable instruction under clause 25 of Ordinance No. 1 of 1920 are called "Recognized schools."

2. Schools which are in receipt of Government grant are called "Registered Schools."

3. It shall be the duty of any person who desires to open a school to report particulars of such a school to the Director at least one month before its opening. Such a school will be recognized provisionally until such time as it is inspected.

4. The first inspection will be held after the school has been in session for at least three months.

5. At the first inspection a report will be made as to whether the school is (a) unfit for recognition, or (b) fit for recognition, or (c) fit for registration.

6. If a school is considered fit for registration and if an application for registration has been made by the Manager, such application will be gazetted for observations to be received within thirty days.

7. A school will be inspected about twelve months subsequent to the first inspection, and if it has maintained the conditions for registration, as defined below, it may be registered as an Assisted school. Notification to this effect will appear in the *Government Gazette*.

8. If the registration is refused the Manager will be informed of the reason for this refusal.

9. No school will be registered when there already exists a school of the same class and grade within one mile of the new school without some intervening obstacle, unless the average daily attendance of eligible pupils of the new school for the previous twelve months exceeds 20. But in any case, however large the attendance, no new school will be aided within a quarter of a mile of an existing registered school of the same class, except in towns and in such other places as may, in the discretion of the Director, justify exceptional treatment. The attendance of children transferred during one year subsequent to the date of the first inspection from existing Government or Assisted schools within a one-mile limit will not be counted.

11. Applications to change the site of a registered school, if approved by the Director, will be notified in the *Government Gazette*, but no such change will take effect before thirty days after such publication.

12. The following conditions for registration must be observed:—

(a) *Accommodation.*—The accommodation, furniture, and apparatus must be sufficient. All rooms used for teaching purposes must be well lighted and ventilated and protected from sun and rain. Classes must not be held in portions of buildings which are not shaped so as to allow of the class being arranged properly for teaching purposes. Class rooms must provide 13 square feet for each pupil on the register. No room will be accepted as suitable in which the length or breadth is less than 9 feet. The number of desks provided must be sufficient to allow all the classes to be seated for writing work simultaneously; desks must be of suitable height and the furniture in general must be adapted to the physical requirements of the pupils. The sanitary condition of the school must be satisfactory.

(b) *Admission, &c., of Pupils.*—(i.) The names of all pupils above the age of 5 attending the school must be entered in the Admission and Attendance Registers. The rules for preparing these registers must be carefully carried out.

(ii.) No pupil, born in Ceylon, shall be admitted into any Government or Assisted English school unless he has produced a birth certificate or other satisfactory evidence of date of birth. Forms of application for birth certificates at the special rate of 50 cents sanctioned for schools can be obtained from the Registrar General or from the Provincial Registrar and must be kept in the school. In the case of pupils born out of Ceylon it will be expected that similar evidence will be procured within a reasonable period.

(iii.) No pupil who has previously attended any Government or Assisted English or Anglo-Vernacular school shall be admitted into any Government or Assisted school unless he has produced a certificate in the prescribed form (P), signed by the Manager or Principal of the last Government or Assisted school which he has attended. This certificate must be retained by the Manager or Principal of the school which the pupil is attending, and when the pupil is withdrawn it must be brought up to date and handed over to the parent or guardian or any person authorized in writing by the parent or guardian to receive it. It may not be refused except on the ground of non-payment of school fees, arrears of which may not be claimed for more than three months.

(iv.) In lieu of notice or withdrawal, school fees may be claimed only up to the end of the current term.

(v.) (a) No pupil shall be admitted into an English school from a Government or Assisted Vernacular or Anglo-Vernacular school who has not passed a vernacular standard not lower than the third. This rule will not be applied to pupils who are admitted as boarders into English schools, nor to children admitted to the Infant Departments of English schools under the conditions of clause 19 (2).

(b) Cases in which difficulty is caused by a change of residence on the part of the parent may be submitted to the Inspector for special consideration.

(c) It shall be the duty of every Principal of an English school, within one month after admission of such pupil, to draw up and file a certificate for him in the prescribed form (P), giving the required information. This rule applies also to all pupils who, after leaving Vernacular schools, have attended unregistered English schools.

(vi.) It is expected that the Managers of schools will draw up their own rules for the admission and withdrawal of pupils, and for the payment of fees, subject to the provisions of this clause. In all schools printed copies of the school rules must be given to the parents or guardians of all pupils. It will be regarded as a condition of grant that every school should have a system for ensuring—

(1) Communication with the parents or guardians of pupils.

(2) Punctual payment of fees.

- (c) *Staff*.—(i.) The school must have an adequate and efficient staff, two-thirds of whom must be certificated.
 (ii.) In mixed schools there must be a female teacher on the staff. The head teacher of a girls' school must be a female teacher.
 (iii.) No teacher who has been dismissed or who is suspended by the Department can be employed without the permission of the Director.
 (iv.) The scale of salaries adopted by the school must be approved by the Director.
- (d) *Curriculum*.—(i.) The school must follow the syllabuses of work prescribed by the Department.
 (ii.) Provision must be made for the teaching of the vernaculars up to and including the English School-Leaving Certificate Class in Elementary schools, and up to and including the Matriculation Class in Secondary schools, to Sinhalese, Tamil, and Muslim children when in the opinion of the Director the demand for such teaching justifies the provision.
 (iii.) Provision must be made for systematic instruction in drill and physical exercise.
 (iv.) A separate time table must be provided for each class and hung in the class room. The general time table of the school must be so arranged as to allow the head teacher adequate time for the supervision of the work of the teachers.
 (v.) Records of work and the results of terminal tests must be retained for inspection.

13. Any school accepted by the Director which ceases to fulfil the above conditions may, unless satisfactory reasons be furnished to the Director, be removed from the list of Assisted schools. If the Manager wishes to revive at any time a school removed from the list, application must be made in the same form as for a new school.

Infant Departments.

Infant Departments will not be recognized for grant unless the following conditions are fulfilled:—

- (a) A room is provided for that Department alone, with sufficient space there or elsewhere for active games and exercise;
- (b) The room is suitably furnished;
- (c) The teaching apparatus is adequate;
- (d) The staff is properly qualified;
- (e) A syllabus of work for the following year and an outline of the work done during the past year are presented on the day of the annual inspection.

CODE FOR ASSISTED VERNACULAR AND ANGLO-VERNACULAR SCHOOLS.

THE following amendments to the Code of Regulations for Assisted Vernacular and Anglo-Vernacular Schools, which have been approved by the Board of Education, are hereby published for general information in accordance with section 10 (2) of Ordinance No. 1 of 1920.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 4, 1926.

E. B. ALEXANDER,
Acting Colonial Secretary.

AMENDMENTS REFERRED TO.

Infant Departments.

Clause 22.—Substitute the following:—

An Infant Department will be considered to be properly equipped if—

- (a) A separate room or sufficient space in the general schoolroom is set apart for its exclusive use;
- (b) It is in charge of an efficient teacher;
- (c) The teaching apparatus is adequate;
- (d) The work is carried on in accordance with a special time table which must be submitted to the Inspecting Officer for approval. A session of two hours for the Lower Division and of three hours for the Upper Division will be considered satisfactory;
- (e) A syllabus of work for the following year and an outline of the work done during the past year are presented on the day of the annual inspection.

Night Schools.

Clause 41.—Delete paragraph 2; for paragraph 4 substitute the following:—"All pupils in Night schools who shall have made not less than 100 attendances will be eligible for grant at the rate of Rs. 10 per pupil."

Estate Schools.

Clause 42.—Substitute the following:—

1. Estate schools which satisfy the conditions applicable to ordinary Vernacular schools may be paid grant on the same basis as ordinary Vernacular schools.
2. Estate schools which do not satisfy the above conditions are subject to the following regulations:—
 - (a) They must, in order to qualify for grant, have an average attendance not less than the following:—boys' school, 15; girls' school, 10; mixed school, 15;
 - (b) All pupils who have made not less than 100 attendances during the year will be eligible for grant at the rate of Rs. 10 per pupil (with a maximum of Rs. 400);
 - (c) A session of two hours will be accepted as sufficient.

Teachers' Certificates.

Clauses 51-55.—Substitute the following:—

51. (a) *Third Class Certificated Teachers*.—A provisional third class certificate will be issued to every registered pupil teacher who has completed three years' approved service as pupil teacher and has passed the third-year pupil teachers' examination. It will be confirmed after three satisfactory endorsements have been made by the Inspector.

(b) A provisional certificate of the third class will be issued also to any uncertificated teacher who has served for at least one year in a recognized school, and who passes the examination held by the Department for the purpose. Such provisional certificate will be confirmed after three satisfactory endorsements have been made by the Inspector. A teacher must work for at least nine months to obtain an endorsement.

52. *Second Class Certificated Teachers.*—A certificate of the second class will be issued to any holder of a third class certificate duly confirmed according to clause 24, provided the candidate passes the examination prescribed for the issue of second class certificates.

53. *First Class Certificated Teachers.*—Second class certificated teachers under clause 25 will be eligible, after five years' satisfactory service, for first class certificates.

54. (a) *Second Class Trained Teachers.*—Students who have completed a two-year course in a Government Training College will be awarded a second class or a second class provisional trained certificate, provided they pass satisfactorily the prescribed examination.

(b) Second class certificated teachers who have completed at least seven years' service as teachers will be eligible for a special one-year course at a Government Training College. They will be awarded a second class or a second class provisional trained certificate, provided they pass satisfactorily the prescribed examination.

(c) Teachers holding a second class provisional trained certificate will be awarded a second class trained certificate after a period of satisfactory work, and may then qualify for a first class certificate as below.

55. *First Class Trained Teachers.*—Second class trained teachers under clause 27 will be awarded a first class certificate after five years' satisfactory service.

Clause 66.—Substitute the following :—

Allowance.

(a) Pupil teachers will not be entitled to any allowance until they have passed their final (third-year) examination. Pupil teachers who have passed this examination will be paid an allowance of Rs. 7.50 a month from the date of passing their third-year examination until such time as they receive appointments as teachers or assistant teachers.

Head Teacher's Bonus on account of Pupil Teachers.

(b) *Rates of Bonus.*—No bonus will be paid to teachers for training pupil teachers until the latter have passed their final (third-year) examination. On account of each pupil teacher who has successfully completed his course and passed the third-year examination the following bonuses are payable :—

	Rs.
For a first-year pupil teacher	20
For a second-year pupil teacher	30
For a third-year pupil teacher	40

Division of Bonus.—If more than one teacher has been responsible for a pupil teacher's training the bonus will be distributed proportionately amongst them, but no payment will be made to any teacher who has been in charge of the pupil teacher's training for less than six months.

Teachers' Salaries.

In the amendments relating to the payment of grants published in *Gazette* No. 7,489 of October 2, 1925, add the following to section 4 :—

In the case where the salary drawn by a teacher at the time of promotion is not less than the minimum salary of his new grade, he will continue to draw his former rate of salary in his new grade, and the period qualifying for the first increment is to be reckoned from the date on which he began to draw that rate of salary. His first increment will be of such amount as will bring his salary to the next incremental step in the scale of the salary of the new grade.

Substitute the following regulations for those relating to classification and recognition and registration of schools :—

Classification of Schools.

1. Schools are classified as boys' schools, girls' schools, and mixed schools.
2. Vernacular schools are graded as Primary and Middle.
A Primary school is a school which provides a course of instruction up to Standard V.
A Middle school is a school which provides a course of instruction up to the V. S. L. C.
3. An Anglo-Vernacular school is a school which provides a course of instruction in vernacular and in addition a course of instruction in English.
4. Schools which provide the course of instruction for Middle schools and in addition a course of higher studies in Sinhalese, Sanskrit and Pali, or Tamil literature are graded as Classical schools.

Recognition and Registration.

1. Schools which are certified by the Director as providing adequate and suitable instruction under clause 25 of Ordinance No. 1 of 1920 are called "Recognized schools."
2. Schools which are in receipt of Government grant are called "Registered schools."
3. It shall be the duty of any person who desires to open a school to report particulars of such a school to the Director at least one month before its opening. Such a school will be recognized provisionally until such time as it is inspected.
4. The first inspection will be held after the school has been in session for at least three months.
5. At the first inspection a report will be made as to whether the school is (a) unfit for recognition, or (b) fit for recognition, or (c) fit for registration.
6. If a school is considered fit for registration and if an application for registration has been made by the Manager, such application will be gazetted for observations to be received within thirty days.

7. A school will be inspected about twelve months subsequent to the first inspection, and if it has maintained the conditions for registration, as defined below, it may be registered as an Assisted school. Notification to this effect will appear in the *Government Gazette*.

8. If the registration is refused the Manager will be informed of the reason for this refusal.

9. No school will be registered when there already exists a school of the same class and grade within one mile of the new school without some intervening obstacle, unless the average daily attendance of eligible pupils of the new school for the previous twelve months exceeds 30. But in any case, however large the attendance, no new school will be aided within a quarter of a mile of an existing registered school of the same class, except in towns and in such other places as may, in the discretion of the Director, justify exceptional treatment.

10. The attendance of children transferred during one year subsequent to the date of the first inspection from existing Government or Assisted schools within a one-mile limit will not be counted.

11. Applications to change the site of a registered school, if approved by the Director, will be notified in the *Government Gazette*, but no such change will take effect before thirty days after such publication.

12. The following conditions for registration must be observed :—

(a) *Accommodation*.—The accommodation, furniture, and apparatus must be sufficient. All rooms used for teaching purposes must be well lighted and ventilated and protected from sun and rain. Classes must not be held in portions of buildings which are not shaped so as to allow of the classes being arranged properly for teaching purposes. Class rooms must provide 10 square feet for each pupil on the register. No room will be accepted as suitable in which the length or breadth is less than 9 feet. The seating accommodation provided must be sufficient to allow all the classes to be seated for writing work simultaneously; desks when used must be of suitable height and the furniture in general must be adapted to the physical requirements of the pupils. The sanitary condition of the school must be satisfactory.

(b) *Admission, &c., of Pupils*.—(i.) The names of all pupils above the age of 5 attending the school must be entered in the Admission and Attendance Register. The rules for preparing these registers must be carefully carried out.

(ii.) The teacher of every Vernacular school must, on the application of the parent or guardian, furnish a certificate on Form 3 within three days to every pupil who leaves the school. Books of forms for this purpose will be issued by the Director to Managers of Vernacular schools. The counterfoils must be retained in the school.

(iii.) No teacher can refuse to issue a leaving certificate to a parent or guardian who applies for one; but in the case of a pupil against whose parent or guardian a prosecution has been instituted for the irregular attendance of the child, the certificate shall be on the form known as Q 1. No pupil of a Government or Assisted Vernacular school may be admitted to another Government or Assisted Vernacular school without the production of this leaving certificate.

(iv.) No pupil who has previously attended any Government or Assisted Anglo-Vernacular school shall be admitted into any Government or Assisted school, unless he has produced a certificate in the prescribed form signed by the Manager or Principal of the last Government or Assisted school which he has attended. This certificate must be retained by the Manager or Principal of the school which the pupil is attending, and when the pupil is withdrawn it must be brought up to date and handed over to the parent or guardian or any person authorized in writing by the parent or guardian to receive it. It may not be refused except on the ground of non-payment of fees. Arrears of fees may not be claimed under this rule for more than three months.

(v.) In Anglo-Vernacular schools fees in lieu of notice of withdrawal may be claimed only if provided for in the school rules and not for any period exceeding one month.

(vi.) (a) No pupil shall be admitted into an English school from a Government or Assisted Vernacular or Anglo-Vernacular school who has not passed a vernacular standard not lower than the third. This rule will not be applied to pupils who are admitted as boarders in English schools nor to children admitted to Infant Departments of English schools.

(b) Cases in which difficulty is caused by change of residence on the part of the parent may be submitted to the Inspector for special consideration.

(c) *Staff*.—(i.) The school must have an adequate and efficient staff, at least half of whom must be certificated.

(ii.) In mixed schools there must be a female teacher on the staff. The head teacher of a girls' school must be a female teacher.

(iii.) No teacher who has been dismissed or who is suspended by the Department can be employed without the permission of the Director of Education.

(iv.) The scale of salaries adopted by the school must be approved by the Director.

(d) *Curriculum*.—(i.) The school must follow the syllabuses of work prescribed by the Department.

(ii.) Provision must be made for systematic instruction in drill and physical exercise.

(iii.) The regular work must be conducted in an orderly and disciplined manner and in accordance with a satisfactory time table signed by the Manager and approved by the Inspector. The time table should indicate what standard and what subject each teacher is in charge of and the time per week devoted to each subject.

(iv.) The girls in a girls' school or mixed school with not less than 15 girls on the roll should be taught plain needlework as part of the ordinary course of instruction.

(v.) Record of work and the results of terminal tests must be retained for inspection.

13. Any school accepted by the Director which ceases to fulfil the above conditions may unless satisfactory reasons be furnished to the Director be removed from the list of Assisted schools. If the Manager wishes to revive at any time a school removed from the list, application must be made in the same form as for a new school.

14. In outlying and sparsely populated districts where the average attendance is below 20 the Director is empowered to accept a minimum average attendance of 15. These schools will be known as lower average schools and will be in charge of one teacher.

15. Mixed schools with an average attendance below 30 should be in charge of a woman teacher. When the average attendance is between 30 and 40 the salaries of one full-time teacher and one half-time teacher will be paid.

EDUCATION DISTRICT COMMITTEES.

His Excellency the Governor has been pleased, under section 18 (4) of Ordinance No. 1 of 1920, to nominate the following to be members of the Education District Committees noted above their names.

Colonial Secretary's Office,
Colombo, January 5, 1926.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

LIST OF MEMBERS OF THE EDUCATION DISTRICT COMMITTEES REFERRED TO.

- 1.—*Revenue District of Colombo, including Moratuwa Local Board Area but excluding the Areas of Colombo Municipal and Negombo Urban Councils.*
 - (1) The Honourable Member for the Colombo District (Mr. D. B. Jayatilaka).
 - (2) The Government Agent, Western Province.
 - (3) The Hon. Mr. A. Mahadeva.
 - (4) The Hon. Mr. D. H. M. Abdul Cader.
 - (5) The General Manager, Buddhist Schools.
 - (6) The General Manager, Roman Catholic Schools.
 - (7) Mr. Walter Samarasinghe, Atapattu Mudaliyar.
 - (8) The Divisional Inspector of Schools, Western Division.
 - (9) The Divisional Agricultural Officer, South-Western Division.
- 2.—*The Revenue District of Kalutara, excluding the Areas of the Kalutara and Panadure Urban District Councils.*
 - (1) The Honourable Member for the Kalutara Revenue District (Mr. E. W. Perera).
 - (2) The Assistant Government Agent, Kalutara.
 - (3) Mudaliyar Peter Samuel Rodrigo.
 - (4) Mr. Hassana Marikkar Mohamed Sahid.
 - (5) Mr. Edmund Peiris, Totamune Mudaliyar.
 - (6) The Divisional Inspector of Schools, Southern Province.
 - (7) The Divisional Agricultural Officer, Southern Province.
- 3.—*The Revenue District of Ratnapura, excluding the Area of Ratnapura Urban District Council.*
 - (1) The Honourable Member for the Ratnapura Revenue District (Mr. A. H. E. Molamure).
 - (2) The Government Agent, Province of Sabaragamuwa.
 - (3) Mr. T. Walloppillai, Proctor, Ratnapura.
 - (4) Mr. H. A. Gunasekera, Ratemahatmaya, Nawadun korale.
 - (5) Mr. C. R. P. Jayawardene, Kachcheri Mudaliyar, Ratnapura.
 - (6) Mr. Mohamed Alie, J.P.
 - (7) The Divisional Inspector of Schools, Western Province.
 - (8) The Divisional Agricultural Officer, South-Western Division.
- 4.—*The Revenue District of Kandy, including the Local Board Areas of Gampola, Nawalapitiya, and Hatton-Dikoya but excluding Kandy Municipal Area.*
 - (1) The Honourable Member for Central Province, Rural Electorate (Mr. P. B. Rambukwella).
 - (2) The Government Agent, Central Province.
 - (3) Mr. J. C. Ratwatte.
 - (4) Mr. Gordon Pyper.
 - (5) Mr. T. B. Mampitiya.
 - (6) Mr. T. B. Panabokke.
 - (7) The Divisional Inspector of Schools, Central Division.
 - (8) The Divisional Agricultural Officer, Central Division.
- 5.—*The Revenue District of Kegalla, including the Local Board Area.*
 - (1) The Honourable Member for the Kegalla Revenue District (Mr. A. F. Molamure).
 - (2) The Assistant Government Agent, Kegalla.
 - (3) Mr. A. F. Gunaratne, Kachcheri Mudaliyar, Kegalla.
 - (4) Mr. P. C. Dedigama, Ratemahatmaya, Beligal korale.
 - (5) The Divisional Inspector of Schools, Central Division.
 - (6) The Divisional Agricultural Officer, Central Division.
- 6.—*The Revenue District of Galle, excluding Municipal Area.*
 - (1) The Honourable Member for the Southern Province, Western Division (Mr. C. W. W. Kannangara).
 - (2) The Government Agent, Southern Province.
 - (3) Mr. T. Amarasuriya.
 - (4) Mr. C. E. Goonetilleke, Mudaliyar, Talpe pattu.
 - (5) Mr. G. Robert de Zoysa.
 - (6) Mr. P. A. Wadood, Proctor, Supreme Court.
 - (7) The Divisional Inspector of Schools, Southern Division.
 - (8) The Divisional Agricultural Officer, Southern Division.
- 7.—*The Revenue District of Matara, excluding Urban District Council Area.*
 - (1) The Honourable Member for the Southern Province, Central Division (Mr. F. A. Obeyesekere).
 - (2) The Assistant Government Agent, Matara.
 - (3) Mr. W. A. Amarasekera, Mudaliyar.
 - (4) Mr. A. C. Gunatilleke.
 - (5) The Divisional Inspector of Schools, Southern Division.
 - (6) The Divisional Agricultural Officer, Southern Division.
 - (7) Mr. N. Buhari.
- 8.—*The Revenue District of Hambantota.*
 - (1) The Honourable Member for the Southern Province, Eastern Division (Mr. V. S. de Silva Wikremanayake).
 - (2) The Assistant Government Agent, Hambantota.
 - (3) Gate Mudaliyar H. Jayawardene.
 - (4) Mr. T. K. Burah, Proctor, Supreme Court.
 - (5) Mudaliyar J. H. Bahar.
 - (6) The Divisional Inspector of Schools, Southern Division.
 - (7) The Divisional Agricultural Officer, Southern Division.
- 9.—*The Revenue District of Matale, excluding Urban District Council Area.*
 - (1) The Honourable Member for Central Province, Rural Electorate (Mr. P. H. Rambukwelle).
 - (2) The Assistant Government Agent, Matale.
 - (3) Mr. W. A. Udugama, Ratemahatmaya, Matale South.
 - (4) Mr. J. Malcomson.
 - (5) Mr. S. M. P. Wijeyetilleke.
 - (6) Mr. G. F. Abayakoon.
 - (7) The Divisional Inspector of Schools, Central Division.
 - (8) The Divisional Agricultural Officer, Central Division.
- 10.—*The Revenue District of Kurunegala, including the Local Board Area.*
 - (1) The Honourable Member for the North-Western Province, Eastern Division (Mr. G. E. Madawala).
 - (2) The Government Agent, North-Western Province.
 - (3) Mr. L. Nugawela, Dissawe.
 - (4) Mr. T. B. Madawala, Ratemahatmaya.
 - (5) Mr. A. P. Gunatilleke.
 - (6) The Hon. Mr. T. B. L. Moonemalle.
 - (7) The Divisional Inspector of Schools, Central Division.
 - (8) The Divisional Agricultural Officer, Central Division.
- 11.—*The Revenue District of Anuradhapura, including the Local Board Area.*
 - (1) The Honourable Member for the North-Central Province (Mr. H. R. Freeman).
 - (2) The Government Agent, North-Central Province.
 - (3) Mr. U. B. Dissanayake, Kachcheri Mudaliyar, Anuradhapura.

- (4) Mr. S. D. Krisnaratne, Crown Proctor.
- (5) Mr. S. Nataraja, Proctor.
- (6) Mr. P. B. Bulankulama, Ratemahatmaya.
- (7) The Divisional Inspector of Schools, Central Division.
- (8) The Divisional Agricultural Officer, Central Division.

12.—*The Revenue District of Jaffna, excluding Urban District Council Area.*

- (1) The Honourable Member for the Northern Province, Central Division (Mr. S. Rajaratnam).
- (2) The Government Agent, Northern Province.
- (3) Rev. C. W. Miller.
- (4) Rev. A. Lockwood.
- (5) Mr. Nevins Selvadurai.
- (6) Mr. J. N. Sandrasegara, Maniagar, Valikamam West.
- (7) Mr. K. Chinnathamby, Maniagar, Vadamarachy.
- (8) The Divisional Inspector of Schools, Northern Division.
- (9) The Divisional Agricultural Officer, Northern Division.

13.—*The Revenue District of Mullaitivu.*

- (1) The Honourable Member for the Northern Province, Eastern Division (Mr. T. M. Saba Rutnam).
- (2) The Assistant Government Agent, Mullaitivu.
- (3) Mr. N. Velupillai, Kachcheri Mudaliyar.
- (4) Mr. C. Arumugam, District Mudaliyar.
- (5) The Divisional Inspector of Schools, Northern Division.
- (6) The Divisional Agricultural Officer, Northern Division.

14.—*The Revenue District of Batticaloa, including the Local Board Area.*

- (1) The Honourable Member for the Batticaloa Revenue District (Mr. E. R. Tambimuttu).
- (2) The Government Agent, Batticaloa.
- (3) Srimat Swami Vipulananda.
- (4) Mr. M. C. Abdul Cader.
- (5) Mudaliyar S. W. A. Canagasaby.

- (6) Mr. C. Muttyah.
- (7) The Assistant Inspector of Schools, Eastern Province.
- (8) The Divisional Agricultural Officer, Eastern Division.

15.—*The Revenue District of Puttalam, including the Local Board Area.*

- (1) The Honourable Member for the North-Western Province, Western Division (Mr. C. H. Z. Fernando).
- (2) The Assistant Government Agent, Puttalam.
- (3) Mr. R. H. Abeyasekera, Mudaliyar.
- (4) F. A. Wickramaratne, Gravets Mudaliyar.
- (5) Mr. A. E. Madawala, Ratemahatmaya.
- (6) Mr. V. S. Mohamadu.
- (7) The Divisional Inspector of Schools, Western Division.
- (8) The Divisional Agricultural Officer, North-Western Division.

16.—*The Revenue District of Chilaw, excluding the Urban District Council Area.*

- (1) The Honourable Member for the North-Western Province, Western Division (Mr. C. H. Z. Fernando).
- (2) The Assistant Government Agent, Chilaw.
- (3) Mr. J. E. Corea, Mudaliyar.
- (4) Mr. C. G. de Alwis, Mudaliyar.
- (5) Mr. K. A. M. Herat Ranasinghe.
- (6) The Divisional Inspector of Schools, Western Division.
- (7) The Divisional Agricultural Officer, North-Western Division.

17.—*The Revenue District of Badulla, including the Local Board Areas of Badulla and Bandarawela.*

- (1) The Honourable Member for the Province of Uva (Mr. D. H. Kotalawala).
- (2) The Government Agent, Uva.
- (3) Rev. C. H. S. Ward.
- (4) Mr. D. Wanasundara.
- (5) Mr. C. W. Bibile.
- (6) The Divisional Inspector of Schools, Central Division.
- (7) The Divisional Agricultural Officer, Eastern Division.

“THE CEYLON TELEGRAPH ORDINANCE, 1908.”

RULE made by His Excellency the Governor in Executive Council under section 7 of “The Ceylon Telegraph Ordinance, 1908.”

Colonial Secretary's Office,
Colombo, January 5, 1926.

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 Rambukkana Post Office and the other stations named :—

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

* From Call Office also 15 cents.

† To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908."

Colonial Secretary's Office,
Colombo, January 5, 1926.

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 the Pallai Post Office and the other stations named :—

TELEPHONE CALL OFFICE AT PALLAI 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 Pallai and Chavakachcheri*	0	15
Jaffna, Manipay, and Chunnakam	0	25
Vaddukodai, Pandateruppu, and Karainagar	0	50

* To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908."

Colonial Secretary's Office,
Colombo, January 5, 1926.

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 the Chavakachcheri Post Office and the other stations named :—

TELEPHONE CALL OFFICE AT CHAVAKACHCHERI 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 Chavakachcheri and Jaffna and Pallai*	0	15
Manipay, Vaddukodai, Karainagar, Pandateruppu, and Chunnakam.	0	25

* To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908."

Colonial Secretary's Office,
Colombo, January 5, 1926.

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 Rattota Post Office and the other stations named :—

TELEPHONE CALL OFFICE AT RATTOTA 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 Rattota and Matale and Mousagalla	0	15*
Lochnagar	0	15
Elkaduwa, Kandy, Kandy-Sub, Katugastota, Kundasale, Panwila, Peradeniya, Wattagama, Mahawela, † Madulkele	0	25
Craighead, Dolosbage, Galagedera, Galaha, Gampola, Hewaheta, Kotmale, Nawalapitiya, Polgahawela, Pussellawa, Ramboda, Rangala, Somerset, Teldeniya, Urugala, † and Rambukkana †	0	50
Agrapatana, Alawwa, Ambegamuwa, Aranayaka, † Bogawantalawa, Hatton, Kegalla, Kotagala, Kurunegala, Maskeliya, Mawanella, † Mawatagama, Narammala, † Norwood, Punduloya, Radella, Talawakele, Tillicoultry, Wata-goda, Watawala, Wariyapola, and Rambodagala †	0	75
Colombo, Dehiwala, Kandapola, Kelaniya, Kotte, Maturata, Nanu-oya, Nuwara Eliya, Ragala, Ragama, Uda Pussellawa, and Wattala	1	0
Bandaragama, Bandarawela, Diyatalawa, Golconda, Haputale, Horana, Kalutara, Kesbawa, Kochchikade, Moratuwa, Mount Lavinia, Negombo, Padukka, Paiyagala, Panadure, Wadduwa, and Nagawatta	1	25
Ambalangoda, Avissawella, Beruwala, Chilaw, Ingiriya, Maggona, Marawila, Nattandiya, Neboda, Tebuwana, and Wennappuwa	1	50
Baddegama, Elpitiya, Galle, Gintota, Kiriella, Magalla, and Ratnapura	1	75
Habaraduwa, Matara, Weligama, and Dondra †	2	0
Hakmana and Kamburupitiya	2	25

* From Call Office also 15 cents.

† To be opened shortly.

The rates published in Gazette No. 7,011 of May 16, 1919, for Rattota Private Exchange apply to Mousagalla, which is the present name of the Private Exchange.

Notification under Land Sale Regulations.

NOTICE is hereby given, in terms of sections 59 and 60 of the Land Sale and Lease Regulations, that an application has been received from the Manager of the Colombo Industrial School for the lease of lot 4 in Cinnamon Gardens lease plan without competition.

The extent applied for is 2 acres and 24·08 perches.

This land is required as a site on which to rebuild the Colombo Industrial School.

It is proposed, subject to the approval of the Secretary of State, to lease this land to the Manager of the Industrial School, Colombo, on a nominal rental of Rs. 5 per annum.

Any valid reasons against the lease of the said lot should be sent to the undersigned within six weeks from the date hereof.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 8, 1926.

E. B. ALEXANDER,
Acting Colonial Secretary.

"THE STAMP ORDINANCE, No. 22 OF 1909."

IT is hereby notified that His Excellency the Governor, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c), of "The Stamp Ordinance, No. 22 of 1909," on him conferred, authorized the following Joint Stock Company, incorporated under the Joint Stock Companies Ordinances, to compound for the payment of stamp duty on share certificates specified in Schedule B of the Stamp Ordinance, on the conditions set out in section 5 aforesaid, sub-section (1) (c) (ii.), (iii.), and (iv.).

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 5, 1926.

E. B. ALEXANDER,
Acting Colonial Secretary.

COMPANY REFERRED TO.

The Rubli Rubber Company, Limited.

OIL INSTALLATIONS SCHEME AT COLOMBO.

IT is hereby notified for general information that the following charges will be levied from January 1, 1926, until further notice in connection with the Oil Installations Scheme at Colombo :—

Rs. 9 per 1,000 gallons on all petroleum, whether fuel oil, kerosine, or petrol imported in bulk or transhipped at Colombo.

Rs. 2·20 per 1,000 gallons, working and maintenance charge.

Half cent per ton on the gross tonnage of the vessel for every six hours or part thereof during which a vessel is berthed alongside the Oil Jetties for purposes other than discharging or bunkering petroleum in bulk.

Vessels discharging or bunkering petroleum in bulk at the Oil Jetties, and at the same time unloading or loading any other cargo on to, or from the jetties will be liable to an additional charge at the rate of 5 cents per package unloaded or loaded.

The Notification dated September 25, 1925, published in *Government Gazette* No. 7,486 of the same date is hereby cancelled.

By His Excellency's command,

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

E. B. ALEXANDER,
Acting Colonial Secretary.

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

BY-LAW made by His Excellency the Governor in Executive Council under section 18 (2) (j) of the Vehicles Ordinance, No. 4 of 1916, for the Municipal town of Colombo.

By His Excellency's command,

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

E. B. ALEXANDER,
Acting Colonial Secretary.

BY-LAW REFERRED TO.

The use by motor buses of St. Lucia's street and Wall street, Kotahena, within the limits of the Municipal town of Colombo is hereby prohibited.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of rice for the use of Railway Extensions Department on the Batticaloa and Trincomalee Light Railway, between Kekirawa, Galoya, and Trincomalee (on Trincomalee Branch) and Polonnaruwa (on Batticaloa Branch) to be delivered between the above-mentioned places, for a period of three months from February 1, 1926, to April 30, 1926.

An average of 1,700 bushels of rice per month is required for the above-mentioned places. These requirements are subject to variations according to the strength of the labour force.

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 Rice, B. T. L. R." 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 Tuesday, January 19, 1926.

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. The sample of rice, not less than a measure, should be deposited in sealed bottle at the Office of the Chief Construction Engineer, Railway Extensions, Colombo, not later than 12 noon on January 19, 1926.

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 rice adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Chief Construction Engineer, Railway Extensions, Colombo, 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 within ten days of receiving notice in writing from the Chief Construction Engineer, Railway Extensions, Colombo, 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 Chief Construction Engineer, Railway Extensions, Colombo.

10. Before any tender is accepted the contractor will be required to sign a contract to make due delivery in accordance with the description and the quality of rice tendered by him as per approved samples submitted. In order to secure the due and punctual performance of the contract, the successful tenderer will be required to retain 10 per cent. of the value of rice supplied with the Engineer in respect of the contract entered into by him.

11. 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.

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

13. The quality of rice must be No. 1 Milchard.

14. The contractor will be required to submit to the Chief Construction Engineer, Railway Extension Office, Colombo, for approval a sample of each consignment of rice that is being dispatched periodically to Kekirawa, to replenish the rice stocks at any of the rice stores on the Batticaloa-Trincomalee Light Railway. Any rice sent to the rice stores on the Batticaloa-Trincomalee Light Railway not previously approved by the Chief Construction Engineer is liable to rejection.

15. The Chief Construction Engineer, after approval of the sample, will appoint an officer to supervise the bagging and loading of rice into wagons for dispatch at Kekirawa.

16. The rate quoted per bushel must include the bag as well as cost of transport of the rice for delivery at Kekirawa. Intermediate points of supply between Kekirawa, Galoya, Polonnaruwa, and Trincomalee will be settled by the Executive Engineer, Trincomalee.

17. No railway facilities will be given regarding the freight on transport of rice to Kekirawa, and full freight rates must be allowed for in the tendered quotation, but the rice will be transported free by the Department from Kekirawa to any points at which the rice is to be issued from.

18. Temporary stores for storing the rice will be provided free by the Department at Kekirawa, Habarana, Galoya, Trincomalee, Minneriya, and Polonnaruwa, and such other places from which the rice may have to be issued.

19. The contractor must provide all labour for the handling and issuing of the rice at all points for the rate quoted.

20. Payment will be made monthly on the certificate furnished by the Assistant Engineer through the Executive Engineers of the respective sections during the month following that in which the rice has been supplied.

21. 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 defaulting contractors, or any other person to whom the Chief Construction Engineer, Railway Extensions, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

22. 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 and the nature and extent of other interests should also be given.

23. In the case of persons who have carried out contracts with the Railway Extensions 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.

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

25. 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.

F. W. BAKWELL,
Acting Chief Construction Engineer,
Railway Extensions.

Railway Extension Office,
Colombo, January 4, 1926.

TENDERS are hereby invited for the supply of rice, No. 1 Milchard, for the use of the Puttalam Railway Extension of this Department, in the North-Western Province, delivered between Mundel and Puttalam for a period of three months from February 1, 1926, to April 30, 1926.

2. All tenders should 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 Rice" 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 January 19, 1926.

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. The sample of rice, not less than a measure, should be deposited in sealed bottle at the Office of the Chief Construction Engineer, Railway Extension Office, Colombo, not later than 12 noon on January 19, 1926.

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 rice adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Chief Construction Engineer, Railway Extensions, Colombo, 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 within ten days of receiving notice in writing from the Chief Construction Engineer 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 Chief Construction Engineer, Railway Extensions, Colombo.

10. Before any tender is accepted the contractor will be required to sign a contract to make due delivery in accordance with the description and the quality of rice tendered by him and as per approved samples submitted. In order to secure the punctual performance of the contract, ten per cent. of the total amount due will be retained by the Engineer as security, and within thirty days after the completion of the supply in all respects as provided for in the agreement, the retention money will be paid to the contractor.

11. 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.

12. An average of 700 bushels of rice per month will be required, these requirements are subject to variations according to the strength of the labour force.

13. 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 to whom the Chief Construction Engineer, or his representative, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

14. 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.

15. In the case of persons who have carried out contracts with the Railway Extensions Department, and not in the division or district concerned in the notice calling for tenders, they should state in which division or district they held contracts.

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

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

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.

F. W. BAKWELL,
Acting Chief Construction Engineer,
Railway Extension Office, Railway Extensions,
Colombo, January 4, 1925.

TENDERS are hereby invited for the survey of the proposed road from Welimada to Kirklees, an approximate length of 16 miles.

2. All tenders must be in duplicate, the original being forwarded to the Provincial Engineer, Uva, Badulla, and the duplicate direct to the District Engineer, Diyatalawa.

3. Tenders must be marked "Tender for the Survey, &c., Welimada-Kirklees Road," in the left hand top corner

of the envelope, and should reach the Office of the Provincial Engineer, Uva, Badulla, and the District Engineer, Diyatalawa, not later than midday on January 30, 1926.

4. Tenders should either be deposited in the tender box in the Office of the Provincial Engineer, Uva, Badulla, or be sent to him through the post. The same refers to the District Engineer, Diyatalawa.

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

6. Specifications may be seen, and further information obtained on application at the Office of the Provincial Engineer, Uva, Badulla, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon). Preliminary inquiries may be made at the Office of the Director of Public Works, Colombo.

7. The work to be completed within 4 months of the date of order to commence the work.

8. 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, Uva, Badulla, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

9. 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.

S. J. KIRBY,
for Director of Public Works.

Public Works Office,
Colombo, December 22, 1925.

SCHEDULES of rates are hereby invited for improvements to the District Judge's Quarters, Kalutara.

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

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, Kalutara, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays, 9 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, Kalutara, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Kalutara, endorsed on the outside "Schedules of Rates for Improvements to the District Judge's Quarters, Kalutara" so as to reach the offices of the foregoing officers on or before 12 noon on January 22, 1926.

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. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Kalutara, on or before a date to be agreed upon.

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, Western Province, Colombo, 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, S. J. KIRBY,
Colombo, January 6, 1926. for Director of Public Works

SCHEDULES of rates are hereby invited for the following work, viz., guttering of salt stores, Hambantota.

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

3. The drawings, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Hambantota, 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, Hambantota, in duplicate duly signed, and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Hambantota, endorsed on the outside "Schedule of Rates, Guttering Salt Stores, Hambantota," so as to reach the offices of the foregoing officers on or before 12 noon on January 22, 1926. 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, Southern Province, Galle, 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 tender submitted, nor to give all the work included in the whole scheme or in any one item to any one contractor.

Public Works Office, S. J. KIRBY,
Colombo, January 6, 1926. for Director of Public Works.

TENDERS are hereby invited for building a permanent brick and tiled Village Tribunal Court-house with a Witness Shed at Hettimulla in Paranakuru korale, in Kegalla District, Province of Sabaragamuwa.

Tenders must be addressed to the Assistant Government Agent, Kegalla, and should reach the Kachcheri on or before January 27, 1926.

The plans and specifications may be seen, and further information obtained at the Kegalla Kachcheri. Bills of quantities will be issued to any tenderer or tenderers to assist him or them in making up these estimates. No further payment will be made on the agreement for extra works done without the sanction of the Assistant Government Agent.

Tenderers must be prepared to enter into an agreement with the Assistant Government Agent for the due performance of the contract at the prices quoted in the tender, and to complete the building by September 30, 1926.

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

A deposit of Rs. 50 should accompany the tender. Should any person decline to enter into the contract or bond, or fail to furnish approved security within seven days of receiving a notice in writing from the Assistant Government Agent that this tender has been accepted, his deposit shall be forfeited to the Village Tribunal Funds. All other deposits will be returned upon signature of contract or agreement.

The Assistant Government Agent does not bind himself to accept the lowest or any tender, and reserves the right to himself of accepting or rejecting any tender.

J. R. WALTERS,
The Kachcheri, Assistant Government Agent.
Kegalla, January 4, 1926.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at this office on Friday, January 22, 1926, at 1 P.M. :—

1 bench	3 pigeon holes
4 iron padlocks	2 desk chairs
1 casement curtain	4 curtains (white)
1 filter (2 gallons)	1 timepiece
1 balance with weights	1 letter box
7 plates	

Fiscal's Office,
Colombo, January 4, 1926.

R. O. DE SARAM,
for Fiscal, W. P.

NOTICE is hereby given that the under-mentioned unserviceable articles of Welikada Prison will be sold by public auction at the Welikada Prison premises at 2 P.M., on Monday, January 11, 1926, viz. :—

8 wooden hand carts	10 lanterns, hurricane
5 lamps, tea house	1 machine, weighing, postal
5 lamps, wall	2 machines, sewing

Welikada Prison, A. F. G. WALKER,
January 5, 1926. Superintendent, Convict Establishment.

NOTICE is hereby given that the under-mentioned confiscated articles will be sold by public auction at the Municipal Court of Colombo on Saturday, January 23, 1926, at 12 noon :—

3 roulette boards (racing).
1 racing board.

Municipal Court, AELIAN W. PEREIRA,
Colombo, January 4, 1926. Municipal Magistrate.

NOTICE is hereby given that the following private properties of long-sentenced and deceased prisoners of Bogambara Prison will be sold by public auction at the jail premises on January 23, 1926, at 11 A.M. :—

34 sarongs	9 rags
7 coats	1 trouser
16 clothes	1 hat
19 handkerchiefs	1 pair boots
13 belts	1 pair socks
10 shirts	1 shorts (pair)
17 banians	1 cap
1 towel	1 cigar case

WALTER H. ROBINSON, Major,
Kandy, January 4, 1926. Superintendent.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended December 19, 1925.

Births.—The total births registered in the city of Colombo in the week were 127 (1 European, 15 Burghers, 72 Sinhalese, 13 Tamils, 17 Moors, 7 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1925, viz., 256,049) was 25·9, as against 33·6 in the preceding week, 29·3 in the corresponding week of last year, and 27·6 the weekly average for last year.

Deaths.—The total deaths registered were 148 (3 Europeans, 7 Burghers, 72 Sinhalese, 36 Tamils, 21 Moors, 5 Malays, and 4 Others). The death-rate per 1,000 per annum was 30·1, as against 31·6 in the previous week, 38·8 in the corresponding week of last year, and 29·8 the weekly average for last year.

Infantile Deaths.—Of the 148 total deaths, 27 were of infants under one year of age, as against 26 in the preceding week, 52 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 16.

Principal Causes of Death.—1. (a) Eighteen deaths from *Pneumonia* were registered, 9 in Maradana hospitals (including 2 deaths of non-residents), 2 in St. Paul's, and 1 each in Kotahena North, Kotahena South, Maradana East, Maradana South, Kollupitiya, Wellawatta North, and Wellawatta South. The number registered in the previous week and the weekly average for last year were the same as this week's figure.

(b) Four deaths from *Influenza* were registered, 2 in New Bazaar and 1 each in St. Paul's and Kollupitiya, as against 6 in the previous week, and 4 the weekly average for last year.

(c) Four deaths from *Bronchitis* were registered, 3 in Maradana hospitals (including 2 deaths of non-residents) and 1 in Kotahena North, as against nil in the previous week, and 4 the weekly average for last year.

2. Fifteen deaths from *Phthisis* were registered, 7 in Maradana hospitals (including 6 deaths of non-residents) and 1 each in Pettah, St. Paul's, San Sebastian, Kotahena South, New Bazaar, Maradana East, Slave Island, and Kollupitiya, as against 13 in the previous week, and 13 the weekly average for last year.

3. Three deaths from *Enteric Fever* were registered in Maradana hospitals (including 2 deaths of non-residents).

4. One death from *Plague* was registered in New Bazaar, as against nil in the previous week, and 3 the weekly average for last year.

5. One death from *Measles* was registered in Slave Island.

6. Fourteen deaths were registered from *Infantile Convulsions*, 8 from *Debility*, 6 from *Diarrhoea*, 5 each from *Dysentery* and *Enteritis*, 4 from *Worms*, 1 each from *Tetanus* and *Puerperal Septicaemia*, and 58 from *Other Causes*.

7. Twenty-three cases of *Measles* (1 in Port), 22 of *Chickenpox*, 6 of *Enteric Fever*, and 1 of *Plague* were reported during the week, as against 10, 15, 2, and nil, respectively, of the preceding week. No death from *Smallpox* was reported this week, but one was reported in the previous week.

State of the Weather.—The mean temperature of air was 80·1°, against 79·6° in the preceding week, and 79·5° in the corresponding week of the previous year. The mean atmospheric pressure was 29·929 in., against 29·903 in. in the preceding week, and 29·927 in. in the corresponding week of the previous year. The total rainfall in the week was 0·64 in., against 4·47 in. in the preceding week, and 4·65 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, December 22, 1925.

P. D. RATNATUNGA,
for Registrar-General.

Registrar-General's Health Report of the City of Colombo for the Week ended December 26, 1925.

Births.—The total births registered in the city of Colombo in the week were 118 (2 Europeans, 6 Burghers, 80 Sinhalese, 11 Tamils, 15 Moors, 3 Malays, and 1 Other). The birth-rate per 1000 per annum (calculated on the estimated population on July 1, 1925, viz., 256,049) was 24·0, as against 25·9 in the preceding week, 26·2 in the corresponding week of last year, and 27·6 the weekly average for last year.

Deaths.—The total deaths registered were 148 (8 Burghers, 91 Sinhalese, 16 Tamils, 25 Moors, 3 Malays, and 5 Others). The death-rate per 1,000 per annum was 30·1, as in the previous week, against 34·7 in the corresponding week of last year, and 29·8 the weekly average for last year.

Infantile Deaths.—Of the 148 total deaths, 28 were of infants under one year of age, as against 27 in the preceding week, 47 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 16.

Principal Causes of Death.—1. Twenty-one deaths from *Phthisis* were registered, 8 in Maradana hospitals (including 5 deaths of non-residents), 4 each in Kotahena North and New Bazaar, and 1 each in St. Paul's, San Sebastian, Maradana North, Kollupitiya, and Wellawatta North, as against 15 in the previous week, and 13 the weekly average for last year.

2. (a) Twenty deaths from *Pneumonia* were registered, 8 in Maradana hospitals (including 3 deaths of non-residents), 3 in Kotahena North, 2 each in St. Paul's, Kotahena South, and Maradana South, and 1 each in Maradana North, Slave Island, and Wellawatta South, as against 18 in the previous week, and 18 the weekly average for last year.

(b) Five deaths from *Bronchitis* were registered, 4 in Maradana hospitals (including 2 deaths of non-residents) and 1 in Wellawatta South, as against 4 in the previous week, and 4 the weekly average for last year.

(c) Two deaths from *Influenza* were registered, 1 each in New Bazaar and Maradana South, as against 4 in the previous week, and 4 the weekly average for last year.

3. Five deaths from *Enteric Fever* were registered, 3 in Maradana hospitals (including 1 death of a non-resident) and 2 in Maradana East, as against 3 in the previous week, and 5 the weekly average for last year.

4. Eleven deaths were registered from *Debility*, 9 from *Infantile Convulsions*, 4 each from *Diarrhoea*, *Dysentery*, and *Enteritis*, 3 from *Worms*, 1 each from *Tetanus* and *Puerperal Septicaemia*, and 58 from *Other Causes*.

5. Eleven cases of *Measles*, 6 of *Chickenpox*, and 1 of *Enteric Fever* were reported during the week, as against 23, 22, and 6, respectively, of the preceding week. No case of *Plague* was reported this week, but one was reported in the previous week.

State of the Weather.—The mean temperature of air was 80·3°, against 80·1° in the preceding week, and 79·2° in the corresponding week of the previous year. The mean atmospheric pressure was 29·931 in., against 29·929 in. in the preceding week, and 29·913 in. in the corresponding week of the previous year. The total rainfall in the week was 0·10 in., against 0·64 in. in the preceding week, and 1·92 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, January 5, 1926.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE GALLE FACE LAND AND BUILDING COMPANY, LIMITED.

1. THE name of the Company is "THE GALLE FACE LAND AND BUILDING COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (1) To purchase, take on lease, or otherwise acquire or to acquire the control of or any interest in and to take over work, and develop land, buildings, and hereditaments of any tenure or description and wheresoever situate and in particular certain allotments of land with the buildings thereon, situated at Colpetty, within the Municipality and District of Colombo, bearing assessment numbers 1425/11, 1426/10, 1427/9, 1428/8, 1429/7, 1430/6, and 1431/5 and with a view thereto to enter into and carry into effect with or without modification the agreement referred to in Article 6 of the Company's Articles of Association.
 - (2) To lay out the lands of the Company and to erect or cause to be erected, houses, flats, warehouses, stores, shops, offices, and buildings of any kind, and to pull down, rebuild, enlarge, alter and improve existing houses, buildings or works thereon, to convert and appropriate any such lands into and for roads, streets, squares, gardens and pleasure grounds and other conveniences, and generally to deal with and improve the property of the Company.
 - (3) To carry on in the Island of Ceylon, Federated Malay States, India, Egypt, and elsewhere, business as proprietors of flats and to let on lease or otherwise apartments therein, and to provide for the tenants and occupiers thereof all or any of the conveniences commonly provided in hotels or clubs.
 - (4) To carry on in the Island of Ceylon, Federated Malay States, India, Egypt, and elsewhere, the business of restaurant-keepers, licensed victuallers, theatrical agents, box office keepers, concert room proprietors, hotel-keepers, dramatic and musical publishers and printers, and any other business which can be conveniently carried on in connection with any of those objects as may seem calculated to render profitable any of the Company's property and rights for the time being.
 - (5) To carry on in the Island of Ceylon, Federated Malay States, India, Egypt, and elsewhere, the trade or business of purchasing, hiring, or otherwise acquiring motor cars, motor vans, buses, motor cycles, cycle cars, motors, scooters, cycles, bicycles, carriages, carts, trucks, launches, boats, vans, aeroplanes, hydroplanes, and other vehicles and conveyances of all kinds and all machinery, materials, component parts, accessories and fittings of all kinds applicable or used as accessory thereto, and of letting or supplying all or any of the things hereinbefore specified, and of repairing and maintaining the same respectively, whether belonging to this Company or not, and of selling, exchanging, and otherwise dealing in the same respectively.
 - (6) To carry on in the Island of Ceylon, Federated Malay States, India, Egypt, and elsewhere, the business of garage-keepers and suppliers of and dealers in petrol, electricity and other motive power to motors and other things mentioned or referred to in clause 5 hereof.
 - (7) To establish, maintain, and work lines of aerial conveyances between places to be from time to time selected by the Company.
 - (8) To manufacture, buy, sell, prepare, let on hire, and deal in aerial conveyances of all kinds and the component parts thereof, and all kinds of machinery and apparatus for use in connection therewith.
 - (9) To acquire, provide and maintain hangars, garages, sheds, aerodromes, and accommodation for or in relation to aerial conveyances.
 - (10) To carry on in the Island of Ceylon, Federated Malay States, India, Egypt, and elsewhere, business as tourist agents and contractors, and to facilitate travelling, and to provide for tourists and travellers, or promote the provision of conveniences of all kinds in the way of through tickets, circular tickets, sleeping cars or berths, reserved places, hotel and lodging accommodation, guides, safe deposits, inquiry bureaux, libraries, lavatories, reading rooms, baggage transport and otherwise.
 - (11) To carry on in the Island of Ceylon, Federated Malay States, India, Egypt, and elsewhere, the businesses of manufacturers of and dealers in tobacco, cigars, cigarettes, matchlights, pipes, and any other articles required by or which may be convenient to smokers, and snuff grinders and merchants, and box merchants, and to deal in any other articles and things commonly dealt in by tobacconists.
 - (12) To purchase, take on lease, or in exchange, hire or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, Egypt, and elsewhere, and any right of way, water rights, and other rights, privileges, easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (13) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable estates or property, and assets of any kind of the Company, or any part thereof.
 - (14) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cotton, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, Egypt, and elsewhere.
 - (15) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (16) To carry on in the Island of Ceylon, the Federated Malay States, India, Egypt, and elsewhere, all or any of the following businesses, that is to say: booksellers, stationers, publishers, advertising agents, teashop-keepers, restaurant keepers, and suppliers of provisions, both solid and liquid, refreshment caterers and contractors, planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land, water or air; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.

- (17) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights and information so acquired.
- (18) To purchase, tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation and (or) sale.
- (19) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
- (20) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase take in exchange, hire, or otherwise, acquire and hold all live and dead stock, chattels and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses and boats; of tug owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
- (21) To build, make, construct, equip, maintain, improve, alter, work, use and carry on or cause to be built, made, constructed, equipped, maintained, improved, altered, worked, used and carried on rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, railways, tramways, saw mills, water mills, steam mills, water works, gas works, telegraphs, telephones or other electrical works, roads, canals, drains, and undertakings of any kind and other works, and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
- (22) To undertake, construct, acquire, and carry on works of all kinds relating to any business of the Company, whether in the Island of Ceylon, the Federated Malay States, India, Egypt, or elsewhere, and to enter into such contracts and make such arrangements as may be necessary to carry out the same.
- (23) To cultivate, manage, and superintend, estates and properties in the Island of Ceylon, Federated Malay States, India, Egypt, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, Egypt, 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.
- (24) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (25) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit any of the employes or ex-employes of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition or for any public, general or useful object and to make gifts and bonuses to persons in the employment of the Company.
- (26) To enter into any arrangements with any authorities, Government, Municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (27) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or, otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (28) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, Egypt, and elsewhere.
- (29) To lend money on any terms and in any manner and on any security, and in particular on the security of land, buildings, plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all.
- (30) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (31) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.

- (32) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (33) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (34) 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.
- (35) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (36) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (37) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (38) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (39) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid or partly paid up for such purpose.
- (40) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up, or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person or partly one and partly any other.
- (41) 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.
- (42) To do all such other things as may be necessary, incidental, conducive or convenient to the attainment of the above objects or any of them and in case of doubt as to what shall be so necessary, incidental, conducive or convenient as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons, and a corporation, and that the word "company" except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five million Rupees (Rs. 5,000,000) divided into Fifty thousand (50,000) shares of One hundred Rupees (Rs. 100) each, with power to increase, or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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.
MOHD. MACAN MARKAR, Colombo	One
S. D. MACAN MARKAR, Colombo	One
A. V. MACAN MARKAR, Colombo	One
SALI MACAN MARKAR, Colombo	One
STANLEY F. DE SARAM, Colombo	One
J. A. MARTENSZ, Colombo	One
DAVID E. MARTENSZ, Colombo	One
Total	Seven

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

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE GALLE FACE LAND AND BUILDING COMPANY, LIMITED.

It is agreed as follows :—

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

INTERPRETATION.

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

Company.—The word “Company” means “The Galle Face Land and Building Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—The “Ordinance” means and includes “The Joint Stock Companies Ordinances, 1861 to 1919,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

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

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

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

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

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

Shareholder.—“Shareholder” means a Shareholder of the Company.

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

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

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

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

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

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

Month.—“Month” means a calendar month.

In Writing and Written.—“In writing and written” include printing, lithography, and other modes of representing or reproducing words in a visible form.

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

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

AGREEMENT.

6. *Agreement.*—The Company shall forthwith enter into with or without modification an agreement to be made between Haji Mohamed Macan Markar, Samsideen Macan Markar, Abdul Vadood Macan Markar, and Mohamed Saleh Macan Markar of the one part and this Company of the other part in terms of the draft a copy of which has for the purposes of identification been endorsed with the signature of Mr. Stanley F. de Saram, a Proctor of the Supreme Court, and the Board shall forthwith carry the same into effect with full power nevertheless from time to time to agree to any modification of the terms thereof either before or after the execution thereof. The basis on which the Company is established is that the Company shall carry the said agreement into effect subject to such modifications (if any) as aforesaid and accordingly no objection shall be made to the said agreement by this Company or by any member, creditor, or liquidator thereof upon the ground that the vendors, promoters or other persons interested stand in a fiduciary position towards this Company or that there is in the circumstances no independent Board of this Company, and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said agreement or of any other agreement in connection therewith or supplemental thereto, and the said agreement when executed with or without modification shall not be liable to be set aside on any such grounds as aforesaid or upon any ground in anywise connected therewith, and every member of the Company present and future shall be deemed to have full notice of the contents of the said agreement and to sanction the same and to agree to be bound thereby or by any such modification thereof as aforesaid and to join the Company on the basis aforesaid.

BUSINESS.

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

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

CAPITAL.

9. *Nominal Capital.*—The nominal capital of the Company is Five million Rupees (Rs. 5,000,000), divided into Fifty thousand (50,000) shares of One hundred Rupees (Rs. 100) each.

SHARES.

10. *Issue and Allotment.*—The shares, except where otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they may consider proper; provided that such unissued shares shall be first offered by the Directors to the

registered Shareholders for the time being of the Company, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any lands or estates or other property purchased or acquired by the Company or for services rendered or to be rendered to the Company without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an issue of shares for a difference between the holders of such shares in the amount of calls to be paid, and the time of payment of such calls.

11. *Commission for placing Shares.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company.

12. *Payment of Amount of Shares by Instalments.*—If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the share.

13. *Acceptance.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time directs.

14. *Payment.*—Payment of shares shall be made in such manner as the Directors shall from time to time determine and direct.

15. *Shares held by a Firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies, but not more than one partner may vote at a time.

16. *Shares held by Two or more Persons not in Partnership.*—Shares may be registered in the names of two or more persons not in partnership.

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

18. *Survivor of Joint-holders, other than a Firm, only Recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

19. *Liability of Joint-holders.*—The joint-holders of a share shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

20. *Trusts or any Interest in Share other than that of Registered Holder or of any Person under Article 47 not Recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except 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 Article 47 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

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

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

29. *Certificate to be delivered to the first named of Joint-holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register:

TRANSFER OF SHARES.

30. *Instrument of Transfer.*—Shares in the Company may be transferred by instrument in writing. The instrument of transfer shall be signed by both the transferor and transferee, and shall contain the name, address, and occupation of the transferee, and the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register in respect thereof.

31. *No Transfer to Minor or Person of Unsound Mind.*—No transfer of shares shall be made to a minor or person of unsound mind.

32. *Registration of Transfer.*—Every instrument of transfer shall be left at the office or such other place as the Board may prescribe, with the certificate of every share to be thereby transferred, and such other evidence as the Board may reasonably require to prove the title of the transferor or his right to transfer the shares; and the instrument of transfer and certificate shall remain in the custody of the Board, but shall be at all reasonable times produced at the request and expense of the transferor or transferee, and their respective representatives, or any of them. A new certificate shall be delivered to the transferee after the transfer is completed and registered on his application for the same, and when necessary a balance certificate shall be delivered to the transferor. A fee not exceeding one Rupee may be charged for each transfer.

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

34. *Notice.*—The person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as the fair value and shall constitute the Company his agent for the sale of the share at the price so fixed, or, at the option of the purchaser, at the fair value to be fixed by the Auditors in accordance with these Articles. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revocable except with the sanction of the Directors.

35. *How Shares to be offered to Members.*—The Company in General Meeting may make and from time to time vary rules as to the modes in which any share specified in any transfer notice given to the Company as aforesaid shall be offered to the Shareholders, and as to their rights in regard to the purchase thereof, and in particular may give any Shareholder or class of Shareholders a preferential right to purchase the same. Until otherwise determined by extraordinary resolution of the Company the shares specified in the transfer notice given to the Company as aforesaid shall be offered by the Company in the first place to the Life Directors hereinafter named, and such offer shall be made to them collectively and individually, but so that in the case of competition they shall rank for acceptance *pari passu* in proportion to the shares held by them respectively and so that if any share, cannot be so apportioned, such share shall be offered to them in order determined by lot and the Life Directors shall cause lots to be drawn accordingly. Any shares not taken up by the Life Directors within 90 days, shall be offered by the Company to any person selected by the Life Directors whom they may deem it desirable in the interests of the Company to admit to membership. Subject as aforesaid the shares shall be offered by the Company to the Shareholders other than the proposing transferor, as nearly as may be in proportion to the existing shares held by them respectively. The offer whether to a person selected as aforesaid or to a Shareholder shall in each case limit the time (not exceeding 90 days) within which the same, if not accepted, will be deemed to be declined and may notify to the Shareholders that any Shareholder who desires an allotment of shares in excess of his proportion should in his reply state how many excess shares he desires to have; and if all the Shareholders do not claim their proportion the unclaimed shares shall be used for satisfying the claims in excess. If any shares shall not be capable, without fractions of being offered to the Shareholders in proportion to their existing holdings, the same shall be offered to the Shareholders or some of them, in such proportions or in such manner as may be determined by lots to be drawn under the direction of the Directors.

36. *Company's Power.*—If the Company shall within the time limited as aforesaid or within 180 days after being served with the transfer notice find a Shareholder or person selected as aforesaid willing to purchase the share (hereinafter called the purchasing Shareholder") and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fair value to transfer the share to the purchasing Shareholder.

37. *Auditor's Certificate as to Value.*—In case any difference arises between the proposing transferor and the purchasing Shareholder as to the fair value of a share, the Auditors shall, on the application of either party, certify in writing the sum which, in their opinion, is the fair value, and such sum shall be deemed to be the fair value, and in so certifying the Auditors shall be considered as acting as experts and not as arbitrators.

38. *Default by Proposing Transferor.*—If in any case the proposing transferor, after having become bound as aforesaid, makes default in transferring the share, the Company may receive the purchase-money, and shall thereupon cause the name of the purchasing Shareholder to be entered in the register as the holder of the share, and shall hold the purchase-money in trust for the proposing transferor. The receipt of the Company for the purchase-money shall be a good discharge to the purchasing Shareholder, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

39. *Default by Company.*—If the Company shall not, within the time limited as aforesaid or within 180 days after being served with the transfer notice, find a Shareholder willing to purchase the shares, and give notice in manner aforesaid, the proposing transferor shall at any time within 90 days afterwards be at liberty, to sell and transfer the shares (or those not placed) to any person and at any price.

40. *To whom Life Director may Transfer Shares.*—Any share may be transferred by a Life Director to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, or wife of the Director, and any share of a deceased Life Director may be transferred by his executors or administrators to any child, or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, or widow of such deceased Director (to whom such deceased Director may have specially bequeathed the same) and shares standing in the name of the trustees of the will of any deceased Life Director may be transferred upon any change of trustees to the trustees for the time being of such will.

41. *Directors may refuse to Register Transfers.*—The Directors may refuse to register any transfer of shares (a) where the Company has a lien on the shares, or (b) where the Directors are of an opinion that it is not desirable to admit the proposed transferee to membership. But paragraph (b) of this Article shall not apply where the proposed transferee is already a Shareholder nor to a transfer made pursuant to Article 40 hereof.

42. *Not bound to State Reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register but their declination shall be absolute.

43. *When Shareholders may enforce Transfers.*—The holders for the time being of nine-tenths of the issued capital may at any time serve the Company with a requisition to enforce the transfer of any particular shares not held by the requisitionists. The Company shall forthwith give to the holder of such share notice in writing of the requisition (with a copy of this Article subjoined), and unless within 14 days afterwards the holder shall give to the Company a transfer notice in respect of his share in accordance with Article 34 hereof he shall be deemed at the expiration of that period to have actually given such notice, and to have specified therein the amount of capital paid up on the shares as the sum he fixes as the fair value. For the purposes of this Article any person entitled under Article 47 or otherwise to transfer shall be deemed the holder of such share.

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

45. *Register of Transfers.*—The Company shall provide a register of transfers, which shall be kept by the Secretary or Secretaries under the control of the Board, and in which shall be entered the particulars of every transfer or transmission of every share.

46. *Transfer Books when to be Closed.*—The register may be closed during such time as the Board think fit, not exceeding in the whole 21 days in any one year.

TRANSMISSION OF SHARES.

47. *Title to Shares of Deceased Holder.*—In the case of the death of a Shareholder, the survivors or survivor, where the deceased was a joint-holder, and the executors or administrators of the deceased where he was a sole holder, shall be the only persons recognized by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

48. *Persons entitled in Representative Capacity not entitled to Notice until Registered.*—A person entitled to a share in consequence of the death or bankruptcy of a Shareholder shall not be entitled to receive notice of or to attend or vote at meetings of the Company, or to receive payment of any dividends, or to exercise any of the rights and privileges of a Shareholder, unless and until he shall have been registered as the holder of the shares.

49. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Re. 1.00; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

50. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 49, shall not, from any cause whatever, within 12 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 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

52. (a) *If Call or Instalment be not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors, administrators, or heirs or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

(d) *Shareholder still liable to pay Money owing at Time of Forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

53. *Surrendered or Forfeited Shares to be the Property of the Company, and may be Sold, &c.*—Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

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

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

56. *Forfeiture may be Remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 53 hereof, shall be redeemable after sale or disposal.

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

58. *Lien how made Available.*—Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors, administrators, or heirs, 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 28 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, 60 days' notice shall be allowed him.

59. *Proceeds how Applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 53 and 58 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such Shareholder or his representatives.

60. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the Secretary that the power of sale given by Article 58 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

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

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

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

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

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

CALLS.

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

66. *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board meeting of the Directors or by resolution in writing in terms of Article 129.

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

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

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

BORROWING POWERS.

70. *Power to Borrow.*—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 properties, or of erecting, maintaining, improving, or extending buildings, machinery or plantations or

otherwise. Also from time to time, at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Two million Rupees (Rs. 2,000,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors, may for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided also that before the Directors execute any mortgage, issue any debentures or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Secretary or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall as regards the creditor, be void on the ground, of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

71. *First General Meeting.*—The First General Meeting of the Company shall be held at such time, not being more than 12 months after the registration of the Company, and at such place as the Directors may determine.

72. *Subsequent General Meetings.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in General Meeting, and if no time or place is prescribed, at such time and place as may be determined by the Directors.

73. *Ordinary and Extraordinary General Meetings.*—The General Meetings mentioned in the two last preceding clauses shall be called Ordinary General Meetings; all other meetings of the Company shall be called Extraordinary General Meetings.

74. *Extraordinary General Meeting.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

75. *Requisition of Shareholders to state Object of Meeting; on Receipt of Requisition, Directors to call Meeting and in Default, Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition, the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within 7 days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

76. *Notice of Resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

77. *Seven Days' Notice of Meeting to be given.*—Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette*, or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting. Provided, however, that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class, they shall not be entitled to attend or vote.

78. *Two Meetings Convened by one Notice.*—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 on the resolution being passed by the requisite majority at the first meeting.

79. *Business requiring and not requiring Notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors retiring in rotation, and to fix the remuneration of the Directors and Auditors; and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

80. *Notice of other Business to be given.*—With the exceptions mentioned in the foregoing article 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.

81. *Quorum to be Present.*—No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business two or more persons, being Shareholders entitled to vote, or persons holding proxies or powers of attorney from Shareholders entitled to vote.

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

92. *Number of Votes to which Shareholder Entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him. When voting on a resolution involving the sale of the Company's properties or any of them or any part or portion thereof or the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

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

95. *Shareholder in Arrear or not Registered at least Three Months previous to the Meeting not to Vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak. Provided always that an instrument appointing a proxy may be signed by the attorney of the appointor duly authorized in writing under the hand or the common seal as the case may be of the appointor.

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

97. (a) *When Proxy to be Deposited.*—The instrument appointing a proxy shall be deposited at the registered office of the Company not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote.

(b) *When Power of Attorney to be Deposited.*—The power of attorney under which a proxy has been signed or under which a person proposes to vote shall be deposited at the registered office of the Company for registration in the books of the Company at least 24 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such power of attorney or in the proxy as the case may be proposes to vote.

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

The Galle Face Land and Building Company, Limited.

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

99. *Objection to Validity of Vote to be made at the Meeting or Poll.*—No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such 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.

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

DIRECTORS.

101. *Number of Directors.*—The number of Directors shall never be less than two nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies;

but, in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another, and if necessary enabling him to be placed on the register of Shareholders.

102. *First Directors—Life Directors.*—Haji Mohamed Macan Markar, Samsideen Macan Markar, Abdul Vadood Macan Markar, and Mohamed Saleh Macan Markar (who are herein referred to as "the Life Directors") shall be the first Directors of the Company.

103. *Qualification of Life Directors.*—The said Haji Mohamed Macan Markar, Samsideen Macan Markar, Abdul Vadood Macan Markar, and Mohamed Saleh Macan Markar shall be entitled to hold office so long as they respectively hold shares of the Company of any class of the nominal value of Rs. 100,000 and in the event of any one of them vacating office by death, resignation or otherwise the others shall continue to be Life Directors and the last survivor of them shall be sole Life Director.

104. *Life Directors to Control Business and to appoint Directors.*—The said Haji Mohamed Macan Markar, Samsideen Macan Markar, Abdul Vadood Macan Markar, and Mohamed Saleh Macan Markar or the survivors or survivor of them whilst holding office as Life Directors shall have full control of the business of the Company, and they or the survivors or survivor of them shall have power to appoint and remove any other Director or Directors, and may appoint any persons in addition to the existing Directors and may from time to time appoint, define, limit and restrict the powers and duties and fix the qualification and remuneration of any other Directors, and may remove any Director howsoever appointed and may at any time convene a General Meeting of the Company.

105. *No Director to be appointed without Consent of Life Directors.*—So long as the said Haji Mohamed Macan Markar, Samsideen Macan Markar, Abdul Vadood Macan Markar, and Mohamed Saleh Macan Markar or any of them shall be Life Directors or Life Director of the Company, no other Director or Directors of the Company shall be appointed without the consent of such Life Directors or Life Director.

106. *When Life Director shall become ordinary Director.*—In case any one of them the said Haji Mohamed Macan Markar, Samsideen Macan Markar, Abdul Vadood Macan Markar or Mohamed Saleh Macan Markar shall cease to hold shares of the Company of any class to the nominal value of Rs. 100,000 he shall thereupon be deemed to be elected to office as an ordinary Director unless under Article 103 he becomes sole Life Director.

107. *When no Life Directors, Ordinary Directors to appoint other Directors.*—When all of them the said Haji Mohamed Macan Markar, Samsideen Macan Markar, Abdul Vadood Macan Markar, and Mohamed Saleh Macan Markar shall cease to be Life Directors then and from thenceforth the Ordinary Directors shall have power from time to time to appoint any other persons to be Directors but so that the total number of Directors shall not at any time exceed the maximum fixed as above.

108. *Qualification of Director (other than Life Director).*—The qualification of a Director (other than a Life Director) shall be the holding in his own right alone of shares of the Company of any class to a nominal value of Rs. 25,000.

109. *Remuneration of Life Director.*—The remuneration of the Life Directors shall be such sum as, subject to any agreement, the Company may determine. The remunerations of the other members of the Board may be fixed from time to time by the Company in General Meeting. The Directors shall be paid all travelling and hotel expenses to which they shall be put in connection with the Company's business.

110. *Casual vacancies.*—Any casual vacancy occurring among the Directors may be filled up by the Company in General Meeting but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred. The continuing Directors may act notwithstanding any vacancy in their body but so that if the number falls below the maximum above fixed the remaining Directors (unless he be a Life Director) shall not commit the Company to any new business, so long as the number is below the minimum.

111. *When office of Director to be Vacated.*—The office of Director shall be vacated—

- (a) If he, without the sanction of a General Meeting, accept or hold any other office under the Company except that of a Managing Director, Managing Secretary, Manager or Trustee.
- (b) If he become bankrupt or insolvent or suspend payment, or file a petition for the liquidation of his affairs, or compound with his creditors.
- (c) If he engage on his own account in speculative transactions in produce, stocks or shares without the previous consent of all the other Directors.
- (d) If he absent himself from the meetings of the Company for a period exceeding three months at any one time without the consent of the Life Directors or any one of them.
- (e) If by reason of mental or bodily infirmity he become incapable of acting.
- (f) If he cease to hold the requisite number of shares to qualify him for the office.
- (g) If he be called upon by all the other Directors to resign his office.
- (h) If by notice in writing to the Company he resign his office.

Provided that sub-clauses (a), (b), (c), (d), (e), and (f) of this Article shall not apply to a Life Director and sub-clause (e) shall only apply to a Life Director so long as he shall be incapacitated by such mental or bodily infirmity and on his ceasing to be so incapacitated he shall *ipso facto* be restored to his office of Life Director. Until an entry of the vacating of office by a Director under one of the sections of this Article shall be entered in the Minutes of the Board of Directors his acts as a Director shall be effectual.

112. *Exceptions.*—A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker or otherwise and no such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company with any person, firm or company of or in which any Director shall be in any way interested, shall be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case, at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote, his vote shall not be counted; but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them security by way of indemnity or of security for advances or to a settlement or to a set off of cross claims, and it may at any time or times be suspended or released by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

113. *General Powers of Directors.*—Subject to the provisions in these presents contained as to Life Directors and subject to any agreement to the contrary, the business of the Company shall be managed by the Board who may exercise all such powers of the Company and do on behalf of the Company all such acts as are within the scope of the memorandum and articles of association of the Company and as are not by the Ordinance or by these presents required to be exercised

or done by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Ordinance and to such regulations, being not inconsistent with the said regulations as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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

ROTATION OF DIRECTORS.

115. *Retirement of Directors.*—At every Ordinary General Meeting of the Company one of the Directors for the time being shall retire in accordance with the provisions of Article 116 hereof.

116. *Retiring Directors how determined.*—Subject to the provisions herein contained with respect to the Life Directors, the Director to retire in every year shall be the Director who has been longest in office since their last election. As between Directors of equal seniority, the Director to retire shall (unless such Directors of equal seniority shall agree amongst themselves) be selected from among them by lot.

117. *Retiring Directors eligible for Re-election.*—A retiring Director shall be eligible for re-election.

118. *Appointment of successors to Directors.*—Subject to the provisions of Articles 104 and 105 hereof the Company may at the meeting at which any Director retires in manner aforesaid fill up the vacated office of each Director by electing a person thereto. And if at any such meeting the place of a retiring Director is not filled up, the retiring Director shall be deemed to have been re-elected, unless a resolution reducing the number of Directors is passed at the same meeting.

119. *Proposed New Director to be approved.*—No person not being a Director retiring at the meeting shall, unless recommended by the Board for election, be eligible for the office of a Director at any General Meeting, unless he shall have been approved by the Life Directors.

120. *Number of Directors how Increased or Reduced.*—With the consent of the Life Directors, the Company may from time to time in General Meeting increase or reduce the number of Directors, and may alter their qualification and may also determine in what rotation such increased or reduced number shall go out of office.

121. *How Directors removed and Successors appointed.*—Subject to the provisions of Articles 104 and 105 hereof the Company by an extraordinary resolution may remove any Director, other than any of the Life Directors, before the expiration of his period of office, and may by ordinary resolution appoint another person to be a Director in his stead. The person so appointed shall retain his office so long only as the Director in whose place he is appointed would have held the same if he had not been removed.

MANAGING DIRECTOR.

122. *Appointment of Managing Director.*—Subject to any agreement to the contrary and to the consent of the Life Directors the Board may from time to time appoint one or more of their number to be a Managing Director or Managing Directors of the Company, either for a fixed term or without any limitation as to his or their period of office, and may with the consent of the Life Directors, from time to time remove any Managing Director and appoint another in his place.

123. *Provisions as to Retirement not to apply to Managing Director.*—A Managing Director, while he continues to hold that office, shall not be subject to the provisions of these presents as to retirement by rotation and shall not be taken into account in determining the rotation of retirement of Directors, but he shall (subject to the provisions of any contract between him and the Company) be subject to the same provisions as to resignation and removal as the other Directors of the Company, and if he cease to hold the office of Director from any cause he shall *ipso facto* and immediately cease to be a Managing Director.

124. *Remuneration of Managing Director.*—Subject to any agreement, the remuneration of a Managing Director shall from time to time be fixed by the Board, and may be by way of salary or commission or participation in the profits or by any or all of those modes, and shall, if so determined by the Board, be in addition to his share of the remuneration payable to the Board, or to the Managing Director as one of the Board.

125. *Duties, &c., of Managing Director.*—A managing Director may perform such duties, and exercise all such powers, authorities, and discretions as are exercisable by the Board (other than the power to make calls and to mortgage the assets of the Company) on such terms and conditions and with such restrictions (if any) as the Board from time to time may direct.

PROCEEDINGS OF THE BOARD.

126. *Meeting of the Board.*—The Board may meet together for the dispatch of business at such place and adjourn and otherwise regulate their meetings as they think fit. Two Directors of whom at least one shall be a Life Director so long as there are Life Directors shall form a quorum. A Director may at any time, and the Secretary or Secretaries upon request of a Director shall convene a meeting of the Board. Questions arising at any meeting shall be decided by a majority of votes, and the Life Directors shall be entitled to as many votes as there are Directors of the Company and one more. In case of an equality of votes, the Chairman shall have an additional or casting vote in addition to his vote of votes as a Director.

127. *Who to preside at Meetings of Board.*—The said Haji Mohamed Macan Markar shall be Chairman of the Board so long as he remains a Director and is willing to act and the said Samsideen Macan Markar shall be Deputy Chairman. When the said Haji Mohamed Macan Markar ceases to be Chairman the said Samsideen Macan Markar shall if then a Director become Chairman and shall be entitled to retain office so long as he remains a Director and is willing to act. Subject as aforesaid the board may appoint a Chairman and Deputy Chairman of their meetings and determine the period for which they are respectively to retain office.

128. *Questions at Meetings how decided.*—Any question which may arise at any meeting of the Board shall be decided by the votes of the Directors present and each of them the said Haji Mohamed Macan Markar, Samsideen Macan Markar, Abdul Vadood Macan Markar, and Mohamed Saleh Macan Markar shall be at liberty so long as he be a Director by writing under his hand to authorize any other Director to vote for him at any meeting or meetings of the Board and such authority may be general or may be limited to any one or more meetings or to any specific question or questions and must if required be produced at any meeting at which the holder of the authority proposes to vote.

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

130. *Board may appoint Committees.*—The Board may delegate any of their powers to Committees consisting of such member or members of their body as the Board think fit and they may from time to time revoke and discharge any such Committee either wholly or in part and either as to persons or purposes but every committee so formed shall in the 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.

131. *Meetings of Committee how regulated.*—The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for the regulating of meetings and proceedings of the Board so far as the same are applicable thereto and not superseded by any regulations made by the Board under the last preceding Article.

132. *Validity of Acts done by Board or Committee.*—All acts done at any meeting of the Board, or of a committee of the Board, or by any person acting as a Director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Directors or committee or persons acting as aforesaid, or that they, he or any of them were or was disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

133. *Remuneration for Extra Services.*—If any Director being willing shall be called upon to perform extra services or to make any special exertions in going or residing abroad or otherwise, for any of the purposes of the Company, and shall do so, the company may remunerate such Director, either by a fixed sum or by a percentage of profits, or otherwise as may be determined by the Board and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided.

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

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

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

COMPANY'S SEAL.

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

ACCOUNTS.

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

147. *Issue of Bonus out of Reserve.*—The Directors may with the sanction of the Company in General Meeting from time to time apply such portion of the reserve fund or any other fund representing undivided profits of the Company as the General Meeting sanctioning such application may direct in or towards payment of a bonus in accordance with their rights to the Shareholders or to the members of any class of Shareholders and may with the like sanction satisfy such bonus or any part thereof by the issue and allotment in accordance with their rights to the Shareholders or to the members of any class of Shareholders of shares in the Company to be issued and allotted in accordance with their rights to the Shareholders or to the members of any class of Shareholders in such proportions and upon such terms in all respects as the General Meeting sanctioning the same may direct.

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

ARBITRATION.

170. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other Company or person, the same may be referred by the Directors to arbitration pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and the Arbitration Ordinance, 1866, or any then subsisting statutory modification thereof.

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

174. *Payment in Specie, and vesting in Trustees, Right of Contributory to dissent, &c.*—If the Company shall be wound up the liquidator whether voluntary or official may, with the sanction of an extraordinary resolution divide among the contributories in specie any part of the assets of the Company, and may with their sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator with 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 Shareholders 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 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 section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitration as in sub-section (6) of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Civil Procedure Code, 1889, shall apply in place of the English and Scottish 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 Colombo, this Eighth day of December, One thousand Nine hundred and Twenty-five.

MOHD. MACAN MARKAR.

S. D. MACAN MARKAR.

A. V. MACAN MARKAR.

SALI MACAN MARKAR.

STANLEY F. DE SARAM.

J. A. MARTENSZ.

DAVID E. MARTENSZ.

Witness to the above Signatures :

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE WOODSIDE ESTATES, LIMITED

Publication

1. THE name of the Company is "THE WOODSIDE ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase Woodside estate, situate in the Medamahauwara District, 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, licences, 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, coconut, 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 purposes 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 acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other Company whatsoever, and to subscribe to and hold the shares or stock of any other Company or any part thereof.
- (z 1) 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 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly other.
- (z 3) 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 4) 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 One Hundred Thousand (100,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
P. J. PARSONS, Colombo	One
ARTHUR BOYS, Colombo	One
W. S. FLINDALL, Colombo	One
E. H. F. LAYARD, Colombo	One
G. K. STEWART, Colombo	One
NORMAN H. LYALL, Colombo	One
E. J. O. RICHARDSON, Colombo	One
Total Shares taken	Seven

Witness to all the above signatures, this Eighteenth day of December, 1925 :

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

ARTICLES OF ASSOCIATION OF THE WOODSIDE ESTATES, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

"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.

CAPITAL.

4. The nominal capital of the Company is One Million Rupees (Rs. 1,000,000), divided into 100,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 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 on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof may be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty Cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by 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, 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 Shareholder not being one of several joint-holders, 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-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.

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

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 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 from time to time in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Two Hundred Thousand (Rs. 200,000).

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 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 by registered post to the registered office of the Company.

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

74. If at any meeting a poll be demanded by some Shareholder present, his proxy or attorney, or in the case of a special resolution by five Shareholders, their proxies or attorneys at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in the 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 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 up to ten, and to an additional vote for every ten shares beyond the first ten up to one hundred, and to an additional vote for every one hundred shares beyond the first hundred.

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 Shareholder, 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 three months 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 or attorney 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 Woodside Estates, 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 four; but this clause shall be construed as being directory only, and the continuing Directors or Director may act notwithstanding any number of vacancies.

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

87. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Four 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 Messrs. T. Y. Wright of Negombo N. J. G. Robertson and Robert Davidson, both of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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 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 tortuous 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 Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 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 Broker, or being a member of a firm who are Agents, or Secretaries, Solicitors, or Brokers 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 Woodside estate, and the lease, purchase, or acquisition of any other lands, estates, or property 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 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.

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, 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.

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

119. A resolution in writing signed by all the Directors for the time being in Ceylon shall be as valid and effectual as if it has 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 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 Lewis Brown & Company, Limited, 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.

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.

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

140. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same 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, 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 anyone 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. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared 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*.

EVIDENCE.

154. 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.

155. 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.

156. 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 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 name at the places and on the dates hereafter written :

P. J. PARSONS, Colombo.
 ARTHUR BOYS, Colombo.
 W. S. FLINDALL, Colombo.
 E. H. F. LAYARD, Colombo.
 G. K. STEWART, Colombo.
 NORMAN, H. LYALL, Colombo.
 E. J. O. RICHARDSON, Colombo.

Witness to the above signatures, this Eighteenth day of December, 1925 :

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

The Kongs Rubber Company, Limited.

NOTICE is hereby given that the Twentieth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, the National Mutual Building, Chatham street, Fort, Colombo, on Monday, January 18, 1926, at 11.30 A.M.

Business.

1. To receive the report of the Directors and accounts to October 31, 1925.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.
- The Transfer Books of the Company will be closed from January 11 to 18, 1926.

By order of the Directors,

LEECHMAN & Co.,

Colombo, December 30, 1925. Agents and Secretaries.

The New Colombo Ice Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the New Colombo Ice Co. Ltd., will be held at the registered office of the Company, 11 Queen street, Fort, Colombo, on January 16, 1926, at noon, to consider and, if approved, pass the following resolutions:—

1. That the capital of the Company be increased to Rs. 1,000,000 by the creation of 7,500 new shares of Rs. 100 each.
2. That the Directors be and are hereby empowered to issue new shares to the extent of Rs. 390,000, making the issued capital of the Company Rs. 600,000 or such smaller sum as they may at their discretion consider desirable.

By order of the Board of Directors,

BOIS BROTHERS & Co., LTD.,

Colombo, January 4, 1926. Agents and Secretaries.

The Lapan Utan Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the office of Messrs. Boustead Bros., Colombo, on January 18, 1926, at 11.30 A.M.

Business.

To consider the offer of \$35,000 made for the purchase of 120 acres Teluk Piah Division and, if approved, to authorize the Directors to take all necessary steps for the sale of this division.

By order of the Board,

BOUSTEAD BROS.,

Colombo, January 6, 1926. Agents and Secretaries.

The Uva Rubber Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of this Company will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Monday, January 18, 1926, at noon, when the resolution that the Articles of Association be altered as follows:—

1. By the insertion therein immediately after Article 7 of the following Article, namely—

7A. The Directors may also in like manner and with the like sanction subdivide or consolidate the shares of the Company.

2. By the addition to Article 60 after the words "as may be prescribed by the Company in General Meeting" the following words, namely—

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.

which was passed at the Extraordinary General Meeting of the Company held on December 22, 1925, will be submitted for confirmation as a special resolution.

Notice is also hereby given that immediately after the above meeting a further Extraordinary General Meeting of Shareholders will be held at the same place when the following resolutions will be proposed:—

1. That each of the existing Rs. 50 shares be divided into 5 shares of Rs. 10 each.
2. That the shares resulting from the division of such existing shares be renumbered so that the shares representing those numbered 1 to 12,000 be renumbered 12,001 to 72,000.
3. That Article 73 be altered to read as follows:—

Number of Votes to which Shareholder entitled.—On a show of hands every member shall have one vote only, in case of a poll every shareholder shall have one vote for every 5 shares held by him up to 50 shares and an additional vote for every 50 shares beyond the first 50 up to 500 and an additional vote for every 125 shares held by him beyond the first 500. When voting on a resolution involving the sale of the Company's estates or any of them or any part or portion of them or any of them or the winding up of the Company every shareholder shall have one vote for every share held by him.

Should the above resolutions be passed by the requisite majority they will be submitted for confirmation as special resolutions to a further Extraordinary General Meeting which will be convened at a later date.

By order of the Board,

LEWIS BROWN & Co., LTD.,

Colombo, January 6, 1926. Agents and Secretaries.

Auction Sale.

In the District Court of Colombo.

A. E. H. Trimmer of the Bibile estate, Bibile, presently of Mahawala estate, Ratnapura.....Plaintiff.

No. 15,017. Vs.

Class V.

- (1) W. H. Kelaart of Dam street, Colombo (care of Mr. H. Jansz, Proctor, Hulftsdorp, now of Wilson street, Pettah, Colombo), (2) A. E. de Jonk, both of Wellawatta, and (3) J. B. M. Kelaart of Ja-ela..... Defendants,

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction—

- (i.) On Tuesday, February 2, 1926, at 5 P.M., at the spot.

(1) All that boutique bearing assessment No. 29, now No. 8, situated at Kayman's gate in the Pettah of Colombo, within the Municipality of Colombo aforesaid; bounded on the north by a room bearing assessment No. 30, on the east by the yard belonging to the late J. B. Misso's estate, on the south by a boutique bearing assessment No. 12 of Mr. E. Kelaart, and on the west by boutiques bearing assessment Nos. 4 and 5; containing in extent 1 60/100 perches, registered A 70/226 in the Colombo District Land Registry Office. (ii.) All that allotment of land with the boutique thereon bearing assessment No. 3 (now No. 9), situated at Kayman's gate in the Pettah, within the Municipality of Colombo aforesaid; bounded on the north and east by the yard belonging to the estate of the late J. B. Misso, on the south by premises No. 8 of Mrs. L. G. Kelaart, and on the west by premises No. 7 of Mrs. L. G. Kelaart, premises No. 6 of C. J. Perera, and premises No. 5 of Mrs. Wright; containing in extent 88/100 of a perch, and registered A 68/317 in the Colombo District Land Registry Office; which said two allotments of land adjoin one another and now form one property and is described as follows, to wit:—Two contiguous allotments of land with the buildings thereon Nos. 29 and 30, now bearing assessment Nos. 8 and 9, and Ward No. 280, situated at Kayman's gate in Pettah, within the Municipality of Colombo aforesaid; and bounded on the north by a room claimed by widow Mrs. D. P. Wijewardena, on the east by the yard belonging to the estate of the late Mr. J. B. Misso, on the south by premises bearing assessment No. 12 of N. C. Kelaart and premises bearing assessment No. 13, and

on the west by premises bearing assessment Nos. 3 and 4 and premises bearing assessment Nos. 5 of Mr. Wright and No. 6 of Mr. J. C. Perera; and containing in extent 247/100 perches as per plan No. 960 dated April 20, 1920, made by J. W. Amarasekera, Licensed Surveyor.

(2) On Wednesday, February 3, 1926, at 5 p.m., at the spot.

All that allotment of land with the buildings thereon, formerly called Kongahawatta, now known as "Berlin Cottage," marked lot No. 19 in registered plan No. 2 and bearing assessment No. 588, and Ward No. 1,042, situated at Chapel lane, Wellawatta, within the Municipality and District of Colombo, Western Province; bounded on the north by lot No. 16, on the south by lot No. 21A, on the east by lot No. 20, and on the west by lot No. 180; containing in extent 20½ perches according to the survey and description thereof dated February 7, 1891, authenticated by Francis J. Day, Acting Surveyor-General, held and possessed by the said 2nd defendant under and by virtue of a deed No. 8,399 dated March 7, 1914, attested by W. B. de Fry of Colombo, Notary Public, registered Wellawatta volume 6/124 in the Colombo District Land Registry Office.

For inspection of deeds and other particulars, please apply to Messrs. Julius & Creasy, Proctors and Notaries, Colombo, or to—

J. G. VANDERSMAGT,
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

4, Baillie street, Fort.

Phone: 289.

Telegrams: "Lions," Colombo.

Auction Sale.

Special, D. C. No. 1,248.

Ceylon Brokers, Limited (in Liquidation).

WE shall offer for sale by public auction at 12 noon on Saturday, February 6, 1926, at our Rooms, No. 4, Baillie street, Fort:—

All that and those premises called and known as the Nathandiya Mills, complete with the buildings, stores, and upstairs bungalow, valuable desiccating machinery consisting of a 45-h.p. National Gas Company's engine complete with belting, pulleys, piping, 10 desiccators, Christy and Norris disintegrator, water pump, light railway fancy cutters, Fairbanks' weighing scales, sifter with pulley and belting, &c.

The extent of the grounds on which these mills stand is about 2 acres, planted with coconuts, securely fenced and a boundary wall on the main road.

This property is situated between the 39th and 40th mileposts on the Chilaw road.

The canal and railway run parallel with this road.

For further particulars apply to—

A. Y. DANIEL & SON,
Auctioneers and Brokers.

4, Baillie street, Fort.

Phone: 289.

Telegrams: "Lions," Colombo.

Auction Sale.

D. C. No. 1,448, Colombo.

A Valuable Residential Bungalow known as "Glencroft," situated at Messenger Street, Colombo.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Monday, February 1, 1926, at 4 p.m., at the spot:—

All those two contiguous allotments of land now forming one property, with the buildings standing thereon bearing assessment No. 45, and Ward No. 698, known as "Glencroft," situated at Messenger street, within the Municipality and District of Colombo, Western Province, containing in extent 3 roods and 10 25/100 square perches.

For inspection of deeds and other particulars, please apply to Messrs. De Vos & Gratiaen, Proctors and Notaries, Colombo, or to—

A. Y. DANIEL,
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

4, Baillie street, Fort.

Phone: 289.

Auction Sale under Mortgage Decree.

In the District Court of Colombo.

D. C. Colombo, No. 18,209.

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Saturday, January 30, 1926, at 2 p.m., at our Rooms, No. 5, Canal row, Fort, the following properties to wit:—

1. An undivided half share of and in all the land called Kosdelewatta alias Mawatalande, and situated at Mandawela in the Gangaboda pattu of Siyane korale, in the District of Colombo, Western Province; bounded on the north by Keragala Mahawatta, on the east by field of Mapatage Vornis Appu and others, on the south by land of Hingalapadiyalage Sabina and others, and on the west by Medapattuwa Kadaina; and containing in extent about 30 acres.

2. All that land called Kosgahalande, situated at Mandawela aforesaid; and bounded on the north by lot T 687 in P.P. 2,144, on the east by land claimed by villagers, on the south by lot 3 in P. P. 9,285 and P. P. 180,576, and on the west by reservation for a road and lot T 687 in P. P. 2,144 containing in extent 1 acre 3 roods and 32 perches.

For particulars please apply to J. M. Pereira, Esq., Bristol buildings, Fort, Colombo.

R. G. KOELMAN,
of JENSEN & CO.

Phone: 733.

Auction Sale under Mortgage Decree:

A Valuable House Property bearing Assessment No. 41, situated at St. Joseph's street, Colombo.

UNDER and by virtue of the commission issued to me in case No. 17,561 of the District Court of Colombo, I shall sell by public auction on Saturday, January 30, 1926, at 4 p.m., at the spot:—

All that allotment of land with the buildings and plantations thereon, and marked letter A-A being a portion of the premises bearing assessment No. 41, situated at St. Joseph's street, Colombo; containing in extent 1 rood 2 62/100 perches.

For further particulars apply to M. R. Akbar, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me—

H. D. JOHN PIERIS,
Auctioneer and Broker.

8, Hulftsdorp street, Colombo.

Phone: 1357.

Auction Sale under Mortgage Decree in D. C., Colombo, Case No. 17,885.

The Entire Stock in Trade, &c., lying now at the Modern Drapery Stores, Pettah, Colombo.

UNDER and by virtue of the commission issued to me in the above case, I shall put up for sale by public auction, commencing on Saturday, January 30, 1926, from 9 a.m. to 12 noon, and from 2 p.m. to 5 p.m., and on every other day till completion of sale at the same time, of all those stock in trade, goods, merchandise, things and effects, and all furniture and fittings, at Nos. 17B and 30A, Main street, Pettah, Colombo (well known as the "Modern Drapery Stores").

Delivery will be given on the following day of sale. Payment should be made in every case before delivery.

Catalogues in due course.

The goods will be on view a day prior to the date of sale from 10 a.m. to 4 p.m.

Auction Rooms,
"Noorani Villa," Colpetty.
Phone: 1681.

R. C. McHEYZER,
Auctioneer and Broker.

**Auction Sale under Mortgage Decree in D. C., Colombo,
Case No. 15,574.**

UNDER and by virtue of the commission issued to me in the above case, I shall put up for sale by public auction at the spot on Thursday, January 28, 1926, at 5 P.M.:

An allotment of land bearing assessment No. 13, situated at the cement makers' lane, within the Kotahena Ward, Colombo; containing in extent 8 47/100 perches, according to survey plan bearing No. 294 dated September 8, 1923, made by A. F. Jayawardena, Licensed Surveyor.

Auction Rooms, R. C. McHEYZER,
"Noorani Villa," Colpetty. Auctioneer and Broker.
Phone 1684.

**Auction Sale under Mortgage Decree, D. C., Colombo,
No. 16,479.**

BY virtue of the commission issued to me, I shall sell by public auction, opposite my office, at No. 122, Hulftsdorp, on Friday, January 29, 1926, at 2 P.M.:—Two motor cars called "Cheverlot" and "Ford," and bearing Nos. C 5,003 and C 4,792, with all the accessories thereon.

122, Hulftsdorp, Colombo. AYRES KARUNARATNA,
Auctioneer.

Auction Sale.

UNDER instructions from Mr. M. F. Pereira of Temple road, Maradana, assignee of insolvent estate of Mr. A. J. R. de Soysa of Colombo, and with the authority of the District Court of Colombo, in insolvency case No. 3,301, I shall sell by public auction on Friday, January 29, 1926, commencing at 3 P.M., at my office at No. 122, Hulftsdorp (opposite the Law Lecture Hall):—All the right, title, and interest of the said insolvent in and to the following property:—All that land called Paddawellakelle, situated at Karandeniya village, Wellaboda pattu, Galle District, in extent 1 rood 23 perches; (2) land called Ambagahenakettiya, situated at Kitulgoda in the Maha pattu of Pasdun korale of Kalutara District, in extent 4 acres 10 perches; (3) Wanlangallapattallemukalana in Mahapattu south, South Pasdun korale, Kalutara District, in extent 1 acre (4) Hirikadabedde in Magala village, Talpe pattu, Galle District, extent 1 acre 10 perches; (5) Bolhena, situated at Meegahatonna, Maha pattu, Kalutara District, 3 roods 16 perches; (6) Pattiya-watta, situated at Paiyagala, Kalutara District, 2 roods 7 1/2 perches; (7) Ambalmawatta at Maggona, Kalutara District, 2 roods 36 perches; (8) Maharalagewatta at Katuragama in Kosgoda, 2 roods 18 perches; (9) Dangasmulle-gawahena, situated at Wapathage in Dewamedigandaya korale in Kurunegala District, in extent 1 laha paddy sowing; (10) Kiriwellahena in Karandana in Meda pattu of Kuruwita korale, Ratnapura District, extent 7 acres 17 perches.

Further particulars from —

122, Hulftsdorp, Colombo. AYRES KARUNARATNA,
Auctioneer.

Auction Sale.

UNDER instructions received from the administrator of the intestate estate of the late Hewafonsekage Johanna Fonseka of Moravinna, and with the leave of the District Judge of Kalutara in testamentary proceedings in case No. 1,626 of the District Court of Kalutara, I shall sell by public auction at the respective spots on Saturday, January 10, 1926, the following properties commencing at 10 A.M.:

1. The entirety of the soil together with all the trees plantations and the tiled house standing thereon of the land called Waluwewatta, situated at Karadana in the Meda pattu of the Kuruwiti korale, in the District of Ratnapura of the Province of Sabaragamuwa; and containing 3 measures of kurakkan sowing extent.

2. The entirety of the soil together with all the trees and plantations standing thereon of the portion of land called Etabendagahawatta, situated at Karadana aforesaid; and containing in extent 3 measures of kurakkan sowing extent.

3. The entirety of the soil together with everything else standing thereon of the land called Yakgahawilalanga Amuhena, situated at Ihalagama in Nugadanda in the Meda pattu aforesaid; and containing in extent 2 pelas of arnu sowing.

4. Undivided 1/16 share of the field called Udagama-kumbura, situated at Nugadanda aforesaid; and containing in extent 15 lahas of seed paddy sowing.

5. Undivided 3/8 shares of the land called Kurunayalage-hena and deniya, situated at Ihalagama aforesaid; and containing 5 lahas of seed paddy sowing extent.

Commencing at 5 P.M.

6. Undivided 1/8 share of the soil and of the trees and plantations standing thereon of a portion of the land called Gulugahawatta, situated at Moravinna in the Talpitibadde of the Panadura totamuna, in the Kalutara District of the Western Province; and containing in extent about 2 roods.

7. Undivided 1/8 share of the soil and of the trees and plantations standing thereon of a portion of the land called Gulugahawatta, situated at Moravinna aforesaid; and containing in extent about 2 roods.

For further particulars please apply to F. C. Perera, Esq., Proctor and Notary, Panadura, or to me—

H. THOMASZ FERNANDO,
Panadura, December 26, 1925. Auctioneer.

Auction Sale under Primary Mortgage Decree.

A First-rate Coconut Property in the Chilaw District,
2 Miles from the Kuruwita Railway Station and
2 Miles from the Negombo Town.

UNDER Decree entered in case No. 16,205, D. C., Negombo, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 98,878, with interest on Rs. 80,000 at 15 per cent. per annum from August 2, 1923, till October 22, 1923, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, less a sum of Rs. 59,971.65, we shall sell the under-mentioned property mortgaged by bond No. 594 dated July 2, 1919, and attested by G. de Zoysa, Notary, by public auction at the spot at 4 P.M., on Tuesday, February 2, 1926, to wit:—

All that land appearing in plan No. 79,830 situated in the village Haldanduwana in Otara palata of the Pitigal korale, in the District of Chilaw, North-Western Province; and bounded on the north by the road leading from Dummaladeniya to Haldanduwana, east by the land described in plan No. 84,839, south by land described in plan No. 134,881, and on the west by land described in plan No. 134,837; containing in extent 50 acres and 1 rood according to the said plan No. 79,830 dated March 23, 1888, and authenticated by P. D. Warren, Esq., Acting Surveyor-General.

Further particulars from S. K. Wijayaratham, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, January 4, 1926. Auctioneers.

Auction Sale.

Several valuable Properties in the Districts of Kurunegala
and Negombo.

UNDER decree entered in case No. 16,928, D. C., Negombo, in favour of the plaintiff Una Lana Wana Wana Walliappa Chetty, by his attorney Una Lana Wana Wana Ramana Chetty of Negombo, against the defendants (1) Kalinga Don Cornelis Silva of Heenatiyana, (2) Kalinga Don Haramanis Silva, (3) Manikuge Maria Nona Silva, both of Unmaruwa, (4) Kalinga Don Arnolis Silva, (5) Kalinga Dona Egee de Silva, (6) Manikuge Sarnelis Silva, (7) Nissange Hendrick Silva, (8) Dinayadura Giginona, all of Heenatiyana, (9) Akalahandi Andris Silva of Yatiyana, (10) Palliyage Elaris Silva of Palugahawela, and (11) M. S. R. M. Karuppiyah Pulle of Negombo, and by virtue of the order to sell issued to us, we shall sell the under-mentioned properties declared specially bound and executable for the recovery of the sum of Rs. 11,625, with

interest thereon at 15 per cent. per annum from October 7, 1925, till payment in full, and cost of suit, due from the 1st defendant above named, in respect of mortgage bonds No. 1,836 dated October 23, 1916, attested by D. L. E. Amarasinghe of Negombo, Notary Public, No. 1,341 dated July 12, 1920, attested by Tudor Ranasinghe of Negombo, Notary Public, No. 1,292 dated May 10, 1915, attested by D. L. E. Amarasinghe of Negombo, Notary Public, No. 191 dated February 28, 1918, attested by S. K. Wijeratnam of Negombo, Notary Public, and No. 1,715 dated July 12, 1922, attested by S. K. Wijeratnam of Negombo, Notary Public by public auction at the respective spot on the under-mentioned dates, viz. :—

On Saturday, January 30, 1926, at 3.30 P.M.

1. The undivided $\frac{1}{3}$ share of the land called Galagawahena, situate at Paragammana in Medigepola palata of Meda pattu west korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; in extent 8 acres 2 roods and 3 perches more or less, and the buildings standing thereon.

On Monday, February 1, 1926, at 3 P.M.

2. The undivided $\frac{1}{3}$ share of the land formed of the 4 contiguous allotments, to wit :—The portion in extent 1 acre of the land Pamburugahalanda, the 31/32 shares of Delgahawatta, Meegahaland, and Delgahalanda, situate at Palugahawela in Dunugaha pattu of Alutkuru korale, in the District of Negombo, Western Province; the entire land is in extent 3 acres and 3 roods more or less and the cadjan thatched house standing thereon.

At 4 P.M.

3. The undivided $\frac{1}{3}$ share of the land called Kahatagahawatta and Wanameeralanda, comprised of 4 contiguous allotments, situated at Nilpangoda in Dasiya pattu of Alutkuru korale aforesaid; in extent 6 acres more or less, and of the buildings standing thereon.

At 4.30 P.M.

4. Out of all that undivided extent of 1 acre from and out of the undivided $\frac{1}{3}$ share of the allotment of land called Dawatagahawatta, situate at Unnarua in Dasiya pattu aforesaid; the entire land is in extent 6 acres, the undivided $\frac{1}{3}$ share.

On Wednesday, February 3, 1926, at 1.30 P.M.

5. An undivided $\frac{1}{3}$ share of the field called Dangaha alias Madawelekumbura at Madawala in Dasiya pattu aforesaid, in extent about 4 lahas of paddy sowing ground.

At 1.45 P.M.

6. The undivided $\frac{1}{3}$ of all that divided $\frac{1}{2}$ of Bakmigahakumbura, situate at Madawala aforesaid; in extent about 6 kurunies of paddy sowing ground.

At 2 P.M.

7. The undivided $\frac{1}{3}$ share of all that divided $\frac{1}{2}$ of Bakmigahakumbura, situate at Madawala aforesaid; in extent about 6 kurunies of paddy sowing ground.

Commencing at 3 P.M.

8. The undivided $\frac{1}{3}$ share of all that land called Gontamadithalanda comprised of 2 contiguous portions, situated at Heenatiyana in Dasiya pattu aforesaid; the entire land is in extent 22 acres and 5 perches more or less.

9. Out of all that divided extent of $\frac{1}{2}$ an acre from the west of the land called Bogahawatta, situated at Heenatiyana aforesaid; in extent about 12 acres, the undivided $\frac{1}{3}$ share.

10. Out of all that land called Bogahawatta alias Ketakellagahawatta and of the buildings thereon, situated at Heenatiyana aforesaid; in extent about 2 acres, the undivided $\frac{1}{3}$ share.

11. All that allotment of land called Bogahawatta with the buildings standing thereon, situate at Heenatiyana aforesaid; in extent about 1 acre and 2 roods.

12. An undivided $\frac{1}{3}$ share of the several contiguous portions of high and low lands called Wetakeyagahakaradakumbura, Dangahakaradakumbura, Bakmigahakumbura, Bakmigahakaradakumbura, and its Dalupotha,

Dangahakumbura and Bakmigahakumbura, Dangasatharanandekumbura and its pillawa, Kahatagahadalu-potha, Dangahakumbura or Wetakeyakumbura, now forming one premises, situated at Heenatiyana aforesaid; the entire high and low lands containing in extent about 8 bushels of paddy sowing field and about 2 $\frac{1}{2}$ acres of high land.

13. An undivided $\frac{1}{3}$ share of the field called Millagahakumbura, situate at Heenatiyana aforesaid; in extent about 3 bushels of paddy sowing ground.

14. An undivided $\frac{1}{3}$ share of an undivided extent of about 5 bushels of paddy sowing ground from and out of the field called Dawatagaha alias Kajugahakumbura and its adjoining Dawatagaha alias Kajugahakumbura, situated at Heenatiyana aforesaid; the entire field, is in extent about 7 bushels of paddy sowing ground.

15. The undivided $\frac{1}{3}$ share of all those 2 contiguous portions of field called Wetakeyakumbura and Bakmigahakumbura, situate at Heenatiyana aforesaid; in extent about 5 kurunies of paddy sowing ground.

On Thursday, February 4, 1926, at 1 P.M.

16. The undivided $\frac{1}{3}$ share of the land formed of the contiguous allotments to wit :—The land called Kahatagahawatta, Meegahawatta and the portion towards the south after excluding the portion, in extent about 1 acre towards the north sold off to Akalahandy Charles Silva, of the land called Kahatagahawatta, situate at Gaman-gedera in Dasiya pattu aforesaid; in extent 4 acres more or less, with the buildings standing thereon.

At 1.30 P.M.

17. The undivided $\frac{1}{3}$ share from and out of the undivided $\frac{1}{3}$ share of the land called Paragahawatta, situate at Galloluwa in Dasiya pattu aforesaid; in extent 1 acre and 2 roods with the buildings thereon.

At 1.45 P.M.

18. Out of the field called Rukkattanagahakumbura, situate at Kalugahamula in Kalahugoda in Dasiya pattu aforesaid; in extent about 4 parras and 2 kurunies of paddy sowing ground, the undivided extent of 18 kurunies of paddy sowing ground.

At 2 P.M.

19. All that allotment of field called Rukkattanagahakumbura, situate at Kalahugoda aforesaid; in extent 4 parras of paddy sowing ground more or less.

At 2.15 P.M.

20. All that allotment of field called Rukkattanagahakumbura, situate at Kalahugoda aforesaid; in extent 4 parras of paddy sowing ground more or less.

At 2.30 P.M.

21. All that allotment of field called Wewalarukkattanagahakumbura situate at Kalahugoda aforesaid; in extent 4 parras of paddy sowing ground more or less.

At 2.45 P.M.

22. An undivided $\frac{1}{3}$ share of all those several contiguous portions of land called 2 contiguous portions of Etambagahawatta, Kahatagahalanda, or portion of Kahatagahawatta, Kahatagaha-agarewatukebella, 3 shares of Kahatagahawatta, Urukanugahawattakebella, Etambagahawattapanguwa, Ketakellagaha-agarewatupanguwa, Etambagahawattupanguwa and it adjoining Dalupathbima and Nugagahawatta, now forming one land, situated in the village called Kalahugoda and Galloluwa aforesaid; in extent about 45 acres, with the houses and the other buildings standing thereon.

At 3 P.M.

23. The undivided $\frac{1}{3}$ share of the field called Rukkattanagahakumbura, situate at Kalahugoda aforesaid; in extent 4 parras of paddy sowing ground more or less.

Further particulars from S. K. Wijeyaratnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,

Negombo, January 4, 1926.

Auctioneers.

Auction Sale.

In the District Court of Negombo.

Kana Mana Rawanna Mana Rawanna Mana Ramadanan Chetty of Negombo Plaintiff.
 No. 16,033. Vs.

Kawanna Muttusamy of Karukuwatawana, deceased Defendant.

Kawanna Muna Velupillai of Karukuwatawana, administrator of the estate of the above-named deceased, defendant Substituted Defendant.

UNDER and by virtue of the order to sell issued to us from the District Court of Negombo in the above-styled action for the recovery of the amount therein stated, we shall sell the under-mentioned properties by public auction at the respective spots on Friday, February 5, 1926, commencing at 3 P.M., viz. :—

(1) All that land formed of several contiguous allotments now called and known as Lechchimitotam, situate at Karukuwatawana in Munneswaram pattu of Pitigal korale north, in the District of Chilaw, North-Western Province, containing in extent according to plan No. 27 dated January 13, 1911, made by J. M. Murray, Licensed Surveyor (exclusive of the road and lot marked A and coloured pink) 9 acres 3 roods and 13 perches, with the buildings standing thereon.

(2) All that portion of land called Thimbirigahawatta marked letter A and coloured pink in the said plan No. 27, situate at Karukuwatawana aforesaid; containing in extent 1 acre more or less.

(3) All that portion of Nelligahawatta, situate at Karukuwatawana aforesaid, containing in extent about 1 acre, which said portion is possessed by the defendant as a divided block in lieu of several portions of Nelligahawatta of about 5 acres.

For further particulars, please apply to Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.

Negombo, January 5, 1926.

Auction Sale.

Several Blocks of Land situated at Katana in the District of Negombo, and a Gold Ring set with a Precious Stone.

UNDER and by virtue of the commission issued to us from the District Court of Negombo in testamentary case No. 2,142, we shall sell the under-mentioned properties belonging to the estate of the late Lintotage Arthur Cyril Fernando of Katana, deceased, by public auction at our office at Main street, Negombo, on Tuesday, January 26, 1926, commencing at 3 P.M., viz. :—

1. An undivided eastern $\frac{1}{2}$ share of the land called Marakkayawatta, situate at Katana in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province; containing in extent 1 acre 2 roods and 8 perches.

2. The $\frac{4}{6}$ shares of the land called Mahahorewatta, situate at Katana aforesaid; containing in extent 3 roods.

3. All that land comprised of the three contiguous portions of land called Mahahorewatta *alias* Dawatagahawatta and the high and low land, in extent 12 parras of paddy sowing ground, Marakkayawatta *alias* Dawatagahawatta and the middle $\frac{1}{2}$ portion of the land called Mahahoremukalana, situate at Katana aforesaid; in extent 15 acres 3 roods and 22 perches.

4. All that land called Kahatagahawatta, situate at Katana aforesaid; containing in extent 3 acres and 36 perches.

5. An undivided $\frac{1}{12}$ share of the land called Mahahorewatta, situate at Katana aforesaid; containing in extent 5 acres and 28 perches.

6. An undivided $\frac{1}{12}$ share of the land called Mahahorewatta, situate at Katana aforesaid; containing in extent 2 roods and 30 perches.

7. The land called Mahahorekelewatta, situate at Katana aforesaid; containing in extent 1 acre 2 roods and 38/95 perches.

8. The land called Mahahoremukalana, situate at Katana aforesaid, containing in extent 1 acre.

9. Lot marked F of the land called Mahahorewatta, situate at Katana aforesaid; containing in extent 1 rood and 29/17 perches.

10. Lot marked C of the land called Mahahorewatta, situate at Katana aforesaid; containing in extent 9/83 perches.

11. Lot marked B of the land called Mahahorewatta, situate at Katana aforesaid; containing in extent 9/34 perches.

12. Lot marked E of the land called Mahahorewatta, situate at Katana aforesaid; containing in extent 1 rood and 29/16 perches.

13. Gold ring set with cat's-eye.

Further particulars from L. C. E. Karunaratne, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.

Negombo, January 5, 1926.

Auction Sale.

UNDER and by virtue of the commission issued to us from the District Court of Negombo, in testamentary case No. 2,214, we shall sell by public auction at the spot at 4 P.M. on Thursday, January 28, 1926, the field called Millagahakumbura, situate at Heenmulla in Yatigaha pattu of the Hapitigam korale, in the District of Negombo, Western Province; containing in extent 4 parras of paddy sowing ground, belonging to the estate of the late Hewage Pulleris Silva, deceased.

Further particulars from E. H. de Zoysa, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.

Negombo, January 5, 1926.

Auction Sale.

Property at Kumbaloluwa in the District of Negombo.

UNDER decree in case No. 16,557, D. C., Negombo, entered in favour of the plaintiff, S. T. S. W. Sokkalingam Palle of Negombo, against the defendants (1) Kuruppuhamillage Appuhamy of Halgampitiya and (2) Mudalimalgala Appuhamillage Louis Paris Appuhamy, Police Headman of Mellawa, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 718 dated June 15, 1923, and attested by R. H. Gunawardena, Notary, by public auction at the spot, at 4 P.M. on Monday, February 8, 1926, to wit :—

The land called Mawattalanda, situate at Kumbaloluwa in Meda pattu of the Siyane korale, in the District of Negombo, Western Province; containing in extent 3 acres 3 roods and 34 perches. Of this land the undivided $\frac{1}{2}$ share and the plantations, buildings, and all appurtenances thereof.

Further particulars from S. K. Wijayaratham, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.

Negombo, January 5, 1926.

Auction Sale.

Several Blocks of Land at Kohombapola, Gorakoluwa, and Eladagama in the District of Kurunegala.

UNDER and by virtue of the commission issued to us from the District Court of Negombo in testamentary case No. 2,142, we shall sell the under-mentioned properties belonging to the estate of the late Lintotage Arthur Cyril Fernando of Katana, deceased, by public auction at the resthouse at Makandura on Monday, January 25, 1926, commencing at 2 P.M., to wit :—

1. The land called Kadurugahamulahena, situate at Kohombapola in Meda pattu korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; containing in extent 3 roods and 31 perches.

2. The land called Aliyawetchchahena, situate at Kohombapola aforesaid; containing in extent 3 roods and 9 perches.

3. The land called Walagavahena, situate at Kohombapola aforesaid; containing in extent 4 acres 2 roods and 38 perches.

4. The land called Bogahamulawatta, situate at Kohombapola aforesaid; containing in extent 3 acres and 20 perches.

5. All that land called Millagahamulawatta and Millagahamulahena, situate at Kohombapola aforesaid; containing in extent 2 acres 3 roods and 33 perches.

6. The land called Tekkawatta, situate at Kohombapola aforesaid; containing in extent 8 kurunies of kurakkan sowing ground or 8 acres.

7. The land called Dommagehena, situate at Kohombapola aforesaid; containing in extent 2 acres 1 rood and 19½ perches.

8. The land called Dehigahaowita, situate at Kohombapola aforesaid; containing in extent 7 kurunies of kurakkan sowing ground or 7 acres.

9. The land called Kaduringahamulahena, situate at Kohombapola aforesaid; containing in extent 2 measures of kurakkan sowing ground.

10. The undivided ½ share of the land called Balaele-watta, situate at Kohombapola aforesaid; containing in extent 6 lahas of kurakkan sowing ground.

11. The undivided ½ share of the land called Katakellagahawatta, situate at Kohombapola aforesaid; containing in extent 3 lahas of kurakkan sowing ground.

12. The undivided ½ share of the land called Millagahalandu, situate at Kohombapola aforesaid; containing in extent 2 lahas of kurakkan sowing ground.

13. The undivided ½ share of the land called Ambagahamulawatta, situate at Kohombapola aforesaid; containing in extent 3 lahas of kurakkan sowing ground.

14. The unexpired term of the lease of all that land called (1) Bathalaowita, (2) Halmillagahakotuwa, (3) Imbulgahawatta, (4) Katakellagahawatta, (5) the portion marked lot B of the land called Deniyawatta, (6) the portion marked lot B of the land called Malagorakawatta, (7) all that portion marked lot B of the land called Kosgahawatta and Delgahawatta, (8) all that portion marked lot B of the land called Muruthawalawatta, all situate at Kohombapola aforesaid, as appearing in deed of lease No. 3,368 dated September 23, 1921.

15. The undivided ½ share of the land called Kongahahena, situate at Gorakoluwa in Meda pattu korale aforesaid; containing in extent 1 acre and 2 roods.

16. The land called Bulugahamulahena, situate at Gorakoluwa aforesaid; containing in extent 2 acres and 13 perches.

17. The land called Kahatagahahena and Muruthagahahena, situate at Gorakoluwa aforesaid; containing in extent 2 acres 1 rood and 30 perches.

18. The land called Bogahamulawatta, situate at Gorakoluwa aforesaid; containing in extent 1 acre 1 rood and 39 perches.

19. The land called Gammasanhenawatta, situate at Gorakoluwa aforesaid; containing in extent 2 acres 1 rood and 17 perches.

20. The undivided ½ share of the land called Kongahahena, situate at Gorakoluwa aforesaid; containing in extent 1 acre and 2 roods.

21. The undivided ¼ share of the land called Kajugahakele, situate at Gorakoluwa aforesaid; containing in extent 2 acres 1 rood and 7½ perches.

22. The unexpired term of the lease of the undivided ¾ shares of the land called Bulugahamulahena and Agarahena *alias* Kahatagahamulawatta, situate at Elabodagama in Katugampola hatpattu of Katugampola Meda pattu korale, in the District of Kurunegala aforesaid, as appearing in the assignment of lease bearing No. 27,604 dated September 21, 1921.

Further particulars from L. C. E. Karunaratne, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, January 5, 1926. Auctioneers.

Auction Sale.
Property at Kirimetiya in the District of Chilaw.

UNDER decree in case No. 136, D. C., Negombo, entered in favour of the plaintiffs (1) Kana Nana Kana Lena Sangaramoorthy Pillai of Negombo, (2) Kana

Nana Kana Lena Letchimanan Chetty, by his attorney, Sina Wana Sangaramoorthy Pillai of Negombo, against the defendants (1) Eravgodamudalige Kandappuhamy, (2) Weerabahumudalige Nonchohamy, both of Kirimetiya, and (3) Jayalath Imiyahamillage Peeris Singho Appuhamy, Native Doctor of Haldanduwana, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, from the said 1st and 2nd defendants, we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 16,231 dated November 18, 1916, and attested by L. C. Pathiratna, Notary, by public auction at the spot, at 4 P.M. on Tuesday, February 9, 1926, to wit:—

The southern ½ share of the land of 2 contiguous lots called Ambagahawatta, situate at Kirimetiya in Otara palata of the Pitigal korale south, in the District of Chilaw, North-Western Province; which is now possessed dividedly in extent 50 coconut trees usually plantable ground. This portion of land and plantations and all the appurtenances thereof.

Further particulars from C. Yogaratnam, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA Co.,
Negombo, January 5, 1926. Auctioneers.

Auction Sale under Partition Decree.

Valuable Town Property at Ambalangoda.

In the District Court of Galle.

UNDER decree and by virtue of a commission issued to me in partition case No. 17,911 of the District Court of Galle, I shall sell on Saturday, February 13, 1926, commencing at 3 P.M. at the spot—

All that the land called Malanwatanuwatta, together with the buildings and plantations thereon, situated at Hirewatta in Ambalangoda within Wellaboda pattu of Galle District, Southern Province; and bounded on the north by Magawatta *alias* Mawatabadawatta, east by the Colombo-Galle High road, south by Uswellewatta, and west by the seashore; and containing in extent 2 roods and 36 perches as per plan No. 981A made by Mr. S. H. Dahanayake, Surveyor.

The said land will be sold in four separate blocks, viz.—1, 2, 3, and 4 as per above-recited plan.

The sale will take place first among the co-owners at the upset price at which each of the said lots has been valued, and if not bidden for or purchased by any co-owner, the said premises will immediately thereafter be sold among the public in terms of the Partition Ordinance, No. 10 of 1863.

Further particulars from the plaintiff's Proctor, H. de S. Kularatne, Esq., Galle and Ambalangoda.

W. KODIKARA,
Ambalangoda, December 22, 1925. Auctioneer.

Auction Sale under Partition Decree.

I, THE undersigned Commissioner appointed by the District Court of Galle to conduct the sale in case No. 21,069 of the said court, shall offer for sale by public auction on February 6, 1926, commencing at 9.30 A.M., on the land the following property the subject matter of the said action to wit:—

All that land called Badahelawatta, together with all the buildings, plantations, and everything thereon, in extent 7 acres 2 roods and 33.5 perches, situated at Hattaka in Elpitiya of the Bentota-Walallawiti korale, Galle District, Southern Province; bounded on the north by land claimed by Awrelis and others, east by Gansabhawa road and Pansalawatta, south by Gansabhawa road, and on the west by Peragahagodellewatta and Kandano Goipala.

This land will be sold in 13 separate blocks 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13; in extent 1 acre 1 rood and 8.5 perches; (field) 1 acre and 34.5 perches, 1 rood and 2.5 perches; 1 rood and 18.5 perches, 30.5 perches, 31 perches, 38.5 perches, 2 roods and 22.33 perches, 1 rood and 27.21 perches, 1 rood and 36.32 perches, 2 roods and 9.59 perches, 3 roods and 6.5 perches, and 3 roods and 39.5 perches;

(field) respectively, as per plan No. 150 made by Mr. W. V. Gunawardena, Licensed Surveyor and Leveller, for the purpose.

The sale thereof will take place 1st among the co-owners commencing at the respective value for which each of the said lots has been appraised, and if they or any one of them fail to buy them in advance the property will immediately thereafter be sold to the highest bidder among the general public in terms of the Partition Ordinance, No. 10 of 1863.

Further particulars, if necessary, may be obtained from the plaintiff's Proctor, Mr. H. L. de Silva, or from me—

P. W. GEORGE DE SILVA,
Ambalangoda, December 19, 1925. Commissioner.

Auction Sale.

Lands at Vannarponnai West in the District of Jaffna.

UNDER decree in Case No. 20,861, D.C., Jaffna, entered in favour of the plaintiff Mailvaganam Suppiah of Anakkodai against the defendants (1) Krishnar Kathiresappai of Vannarponnai West, and (2) Valuppillai Vallipuram of Vannarponnai East, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned lands by public auction on Saturday, January 30, 1926, commencing at 2 P.M., at the spot:—

1. Land situated at Vannarponnai West called Rasdikulankarai and Churiveli, in extent 30 lachams p. c.; and bounded on the east and west by the property of Suppiramaniar Arumugam, north by road, and south by the 2nd land hereinbelow described.

2. Ditto called ditto, in extent 35 lachams p. c.; and bounded on the east by the property of Mohammadu Sultan Mohideen, wife of Meera Mohideen, and others, north by the above-named 1st land and the property of Suppiramaniar Arumugam, west by road, and south by the property of Manikkatamby Seynudeen Marakkaiyar.

3. Ditto called Arukuveli, in extent 11 lachams p. c.; and bounded on the east by the property of Meerakandu Muhamadu Lebbe, and north, west, and south by the property of the 1st defendant.

4. Ditto called Rasalikulankarai, in extent 29½ lachams p. c.; and bounded on the east and south by the property of the 1st defendant, and north by road, and west by tank and the property of Seeniar Suppiah. Of this an undivided extent of 4 lachams p. c.

Jaffna, January 5, 1926.

B. EMMANUEL,
Commissioner.

Auction Sale.

In the District Court of Jaffna.

Kannaru Kandiah of Vannarponnai West Plaintiff.
No. 20,687. Vs.

(1) Elaiyathamby Seenivasagam, and (2) wife Kanmany, and (3) Kanthar Mutukesu, all of Vannarponnai West Defendants.

UNDER and by virtue of the decree entered in the above case and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction the following property hereinbelow declared bound and executable under the said decree on Monday, February 1, 1926, at 5 P.M. at the spot:—

All that piece of land situated at Vannarponnai West called Palluvilithoddam, containing in extent 4 lachams v. c. with stone built house cultivated and spontaneous plantations and ½ share of well on the eastern boundary; and bounded on the east by the property of Ponnammah, daughter of Kartikesar Vairamuttu, north by lane, west by the property of Vinasithamby Sinniah, and south by the property of Vaiteesuparan temple at Vannarponnai.

Amount due is Rs. 3,743, with interest on Rs. 3,000 at the rate of 12 per cent. per annum from August 27, 1925, until the day of payment, and costs.

January 15, 1926.

V. SARAVANAMUTTU,
Commissioner.

Auction Sale.

In the District Court of Jaffna.

Kathiravel Thambippillai of Evinai Plaintiff.
No. 20,683. Vs.

Kandiah Elaiyathamby of Puttoor South Defendant.

UNDER and by virtue of the decree entered in the above case and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction the following properties hereinbelow declared bound and executable under the said decree on Saturday, January 30, 1926, commencing at 9 A.M. at the spots:—

1. A piece of land situated at Mallakam called Avichchakaladdy, in extent 48 lachams v. c., but exclusive of the ground taken for the sand road that passes through this land; and bounded on the east by the property of Periaithamby Kandiah Kathirkamar Periaithamby and shareholders, on the north by the hereinbelow described second land, on the west by the property of Kathirkamar Periaithamby, and on the south by the property of Pandaram Aiyakuddy.

2. A piece of land situated at ditto called Kulappannaikaladdy, in extent 58 lachams v. c.; and bounded on the east by the hereinbelow described 4th land, on the north by the hereinbelow described 3rd land, on the west by the property of Vairavanather Kathirithamby and Sinnathamby Veluppillai and shareholders, and on the south by the property of Kathirkamar Sinnathamby and the aforescribed 1st land.

3. A piece of land situated at ditto called Mookkankallady, in extent 100 lachams v. c., with young palmyras; and bounded on the east by the hereinbelow described 4th and 5th lands and the property of Sellam, wife of Suppiah, on the north by the property of Kandiah Arumugam and shareholders, on the west by the property of Sinnathamby Veluppillai and Vairavanather Kathirithamby, and on the south by the aforescribed 2nd land by the hereinbelow described 4th land.

4. A piece of land situated at Evinai called Madakapulam and other parcels, in extent 34½ lachams v. c., with young palmyras; and bounded on the east by the property of Aiyampillai Nelliar and shareholders, north by the aforescribed 3rd land, on the west by the aforescribed 2nd and 3rd lands, and on the south by the property of Kathirkamar Periaithamby and shareholders.

5. A piece of land situated at Puttoor South called Nankayappulam, in extent 9 lachams v. c., with young palmyras; and bounded on the east by the property of Nanmar Veluppillai and shareholders and Sinniah Arunasalam, on the north by the property of Sellam, wife of Suppiah, on the west by the aforescribed 3rd land, and on the south by the property of Aiyampillai Nelliar and shareholders and Sinniah Thambiah.

6. An undivided ½ share of a piece of land situated at ditto called Meythevanpulam, in extent 34 lachams v. c. and 10 kulies, with well; and bounded on the east by the property of Thankam, wife of Sinnappoo, north by the property of Kandiah Arumugam and Kasier Ramalingam and shareholders, on the west by the property of Aiyampillai Sinniah and shareholders, on the south by lane.

7. A piece of land situated at ditto called Konkapulam, in extent 55 lachams v. c., but exclusive of the ground taken for the road that passes through this land; and bounded on the east by lane, on the north by the property of Poolokam, widow of Sinniah, and her children, on the west by the property of Appakuddy Nakamutta and Poothappillai Sabapathy and shareholders, and on the south by the property of Poolokam, widow of Sinniah.

8. An undivided $\frac{1}{3}$ share with its appurtenances out of a piece of land situated at ditto called Vaddivanpulam, in extent 33 lachams v. c., with palmyras; and bounded on the east by the property of Thankam, wife of Kandiah, and Sinniah Thambiah, on the north by lane, on the west by the property of Pasupathy Kathiresu, Kandiah Kunchithamby and shareholders, and on the south by the property of Muttupillai, daughter of Kanagar, and shareholders Veluppillai Kandiah and shareholders.

Amount due is Rs. 3,122, with interest on Rs. 2,000 at the rate of 12 per cent. per annum from August 26, 1925, till payment in full, and costs.

January 5, 1926.

V. SARAVANAMUTTU,
Commissioner.

Auction Sale of Immovable Property under a Mortgage Decree.

D. C. O. Case No. 7,741.

S. P. L. Suppiah Pille of Negombo Plaintiff.

Vs.

M. W. E. Cyril Fernando of Chilaw Defendant.

NOTICE is hereby given that by virtue of the commission issued to me in the above-styled case, I shall sell by public auction at the respective spots the right, title, and interest of the defendant above named in and to the following immovable property on Saturday, January 30, 1926, at the time noted below—

Commencing at 9 A.M.

(1) The land called Bangadeniyatottam made up of 14 contiguous allotments, situate at Chilaw-Puttalam road at Bangadeniya, near the railway station; in extent 33 acres 2 roods and 26 perches, possessed by the defendant under Crown title.

(2) The land called Bangadeniyakela *alias* Wewaihakela, situate at Bangadeniya aforesaid; in extent 5 acres 1 rood and 39 perches, also held by Crown title.

Commencing at 3 P.M.

(3) An undivided half shares of 3 contiguous tiled boutiques and premises called Kadawatta, situate at Bazaar street, Chilaw; in extent about 15 perches and registered in D 33/300.

(4) The tiled boutique situate also at Bazaar street, Chilaw; in extent about 25 perches and registered in D 33/144.

Amount recoverable Rs. 4,000.97 and interest as per mortgage decree dated August 27, 1925.

Proctor for plaintiff, E. C. Shelton Storer, Esq., Chilaw.

Chilaw, January 4, 1926. C. B. PAULICKPULLE,
Commissioner.

Tarrant and Company.

MR. NORMAN WALSGROVE has been admitted into Partnership in this firm as from January 1, 1926.

TARRANT & Co.

Holy Trinity Church, Nuwara Eliya.

A MEETING for the election of three Trustees will be held in the above Church at 11.45 A.M. on December 27th.

The Vicarage, Nuwara Eliya, December 14, 1925. J. L. WILLIAMS,
Chairman of Trustees.

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

Local Option Poll regarding Arrack, Toddy, and Foreign Liquor Taverns, Bar Liquor Licences for Hotels, and Licences for Places licensed for the Sale of Beer and Porter by Retail.

IT is hereby notified for public information that the Government Agent for the Western Province, in exercise of the powers vested in him by rule 6 of the Excise Notification No. 146 of August 14, 1925, will record votes on January 30, 1926, at Ananda College between the hours of 7 A.M. and 7 P.M., for the purpose of ascertaining whether 51 per cent. of the persons who have resided in the Maradana Ward for six months immediately preceding April 30, and are on the register of voters for any constituency of the Legislative Council or for Colombo Municipal Council, are opposed to the existence of the following arrack, toddy, and foreign liquor taverns, bar liquor licences for hotels, and licensed for places licensed for the sale of beer and porter by retail, viz. :—

Arrack Taverns.—(1) 2nd Division, Maradana, (2) 3rd Division, Maradana, and (3) Dematagoda.

Toddy Taverns.—(1) 2nd Division, Maradana, (2) 3rd Division, Maradana, and (3) Dematagoda.

Foreign Liquor Taverns.—(1) 46c, Panchikawatta, (2) 41, 1st Division, Maradana, (3) 67/2 and 3, Symond's road, (4) 2, Symond's road.

Bar licence of Hotel de Roi at 406, 3rd Division, Maradana. Beer and porter licence by retail at 113, Jail road, Maradana.

The Kachcheri, Colombo, January 5, 1926, R. N. THAINE,
Government Agent.

Local Option Poll Regarding Arrack and Toddy Taverns.

IT is hereby notified for public information that the Government Agent, Western Province, in exercise of the powers vested in him by rule 6 of the Excise Notification No. 146 of August 14, 1925, will record votes on January 16, 1926, at the polling booth in Havelock park between the hours of 7 A.M. and 7 P.M., for the purposes of ascertaining whether 51 per cent. of the persons who have resided in the Wellawatta Ward for six months immediately preceding April 30, and are on the register of voters for any Constituency of the Legislative Council or for Colombo Municipal Council are opposed to the existence of the following Taverns, viz. :—

Bambalapitiya arrack tavern.
Bambalapitiya toddy tavern.
Wellawatta arrack tavern.
Wellawatta toddy tavern.

The Kachcheri, Colombo, December 18, 1925. R. N. THAINE,
Government Agent.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying in B 2 Warehouse beyond the time allowed by law, will be sold by public auction on Tuesday, February 9, 1926, at 1 P.M., unless previously cleared. Goods sold must be cleared on or before Friday, February 12, 1926 :—

Entry No.	Date.	Vessel.	Marks.	Description.
217	October 2, 1923	ss. Merkara	S M & \$ around DHP upon \$1	1 bale apparel
1,543	November 16, 1923	ss. Bangala	M. M. Coy.	3 cases steel trunks

H. M. Customs,
Colombo, December 29, 1925.

C. H. COLLINS,
for Principal Collector.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at the Indian Goods Shed, Maradana beyond the time allowed by law, will be sold by public auction on Tuesday, February 2, 1926, at 1 P.M., unless previously cleared. Goods sold must be cleared on or before Friday, February 5, 1926 :—

Name and Date of Vessel.	Invoice No. and Place.	Name of Consignee.	Marks.	Number and Description of Goods.
ss. Gardinge, September 26, 1925	163 of September 17, 1925	V. Moidoo	V M upon 322	1 case beedi's
ss. Elgin, October 15, 1925	201 of October 5, 1925	do.	V M upon 250	do.
	24/16 of August 14, 1925, from Tinnevely	M. K. Khan		do.
	1/50 of August 17, 1925, from Salem town	P. S. I. Marikar		do.

H. M. Customs,
Colombo, December 29, 1925.

C. H. COLLINS,
for Principal Collector.

CEYLON MEDICAL COLLEGE.

Results of the Final Examination held in December, 1925.

First Class (in order of Merit).

None.

Second Class (in order of Merit).

No. 5 G. Jeremiah.

The following complete the Examination :—

No. 1 A. Caralasinghem	No. 2 E. A. Lawrence
No. 3 N. C. R. M. Perumal	No. 4 C. G. Hoole
No. 7 S. Petiyagoda	No. 9 H. Julius Fernando
No. 11 W. J. Silva	No. 12 J. Yatawara
No. 17 P. D. Mohandiramge	No. 18 S. C. Thurairajah
	No. 21 S. D. Ratnapala

The above candidates have fulfilled the requirements for the licence in Medicine, Surgery, and Midwifery of the Ceylon Medical College.

F. O'B. ELLISON,
Registrar and Professor of Physiology.

Colombo, December 23, 1925.

Change of Management.

NOTICE is hereby given that the Rev. John Bicknell has been appointed Manager of the School mentioned below in place of the Rev. J. K. Sinnatamby.

School referred to.

J/Drieberg English School, Chavakachcheri.

Education Office,
Colombo, January 5, 1926.

L. MACRAE,
Director of Education.

Ku/Mahapitiya Vernacular Mixed School.

NOTICE is hereby given that an application has been received from the General Manager, Buddhist Schools, for a grant in aid of the above school, which is situated in Dambadeni hatpattu of Kurunegala District of the North-Western Province.

Observations will be received not later than February 8, 1926.

Education Office,
Colombo, January 8, 1926.

L. MACRAE,
Director of Education.

Change of Site—K/Nawalapitiya Sinhalese and Tamil Mixed Roman Catholic School.

NOTICE is hereby given that Rev. D. H. Leema is granted permission to move the above school from its present site to the first floor of the English school building situated in the same compound.

Education Office,
Colombo, December 15, 1925.

L. MACRAE,
Director of Education.

Destruction of a Rogue Elephant.

NOTICE is hereby given that in terms of section 9 (1) of Ordinance No. 1 of 1909, the Assistant Government Agent, Mannar District, will issue a free licence to any person desiring to shoot a male elephant 6 cubits high. The animal drags its hind leg slightly. It is to be seen daily at Iluppaikadavai and Kaddadivayal.

C. E. JONES,
The Kachcheri, Assistant Government Agent.
Mannar, December 18, 1925.

Sale of Ebony.

AN auction sale of the under-mentioned ebony will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, January 23, 1926, at 11 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.
4. Buyers will be allowed to have the logs weighed at the depot premises, if so required, the cost of reweighing to be borne by such buyers. If any difference is found between the depot weight and the weight ascertained after reweighing, a certificate will be issued by this Department showing the actual weight at the time of reweighing, provided the buyers require such certificate for export purposes. But no allowance will be made for any shortage when making payment, the logs being sold by auction at a rate per lot and not per ton.
5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.
7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.
8. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers, who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Division.	No. of Logs.	Tons.	cwt.	qr.	lb.
Eastern (South)	6	1	15	2	7
North-Central	15	5	14	2	14
Total	21	7	10	0	21

LIST OF EBONY LOGS REFERRED TO

Eastern Division (South).

Divisional No.	C. T. D. No.	Length.		Girth.		Weight.		Remarks.
		Ft.	in.	Ft.	in.	Tons.	cwt. qr. lb.	
1090	3210	14	6	3	2	0	8 1 21	.. Black
1304	3222	12	6	2	9	0	5 0 0	.. Slightly marked
1305	3223	12	6	3	3	0	6 3 0	.. Black
1311	3229	12	0	2	5	0	3 3 21	.. Marked
1315	3233	12	6	3	2	0	6 1 14	.. Well marked
1316	3234	12	6	2	8	0	5 0 7	.. Black

North-Central Division.

47	46	19	0	2	10	0	8 2 0	.. Well marked
50	47	24	0	3	7	0	15 3 0	.. Slightly marked
33	48	15	0	2	10	0	6 0 0	.. Black
59	49	17	0	2	9	0	7 2 0	.. do.
52	50	26	0	2	5	0	7 0 0	.. Slightly marked
32	51	24	9	2	1	0	5 2 0	.. Black
30	52	27	6	1	10	0	5 1 0	.. Marked
46	53	15	7	4	0	0	8 2 0	.. Well marked
36	54	15	11	4	11	0	13 1 14	.. Black
38	55	14	0	3	0	0	6 3 0	.. Slightly marked
38	55a	9	0	2	2	0	2 3 0	.. do.

Divisional No.	C. T. D. No.	Length.		Girth.		Weight.			Remarks.
		Ft.	in.	Ft.	in.	Tons.	cwt.	lb.	
35	56	15	9	3	0	0	6 2 0	.. Black	
45	57	15	4	3	0	0	7 2 0	.. do.	
34	58	21	5	2	6	0	6 3 0	.. Slightly marked	
56	59	19	0	2	6	0	7 0 0	.. do.	
21	Total						7 10 0 21		

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 6, 1926.

Sale of Satinwood.

AN auction sale of the under-mentioned satinwood will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, January 23, 1926, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.
2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.
3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.
4. Depot measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.
5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.
6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.
7. Flowered logs, if not so advertised, shall be excluded from the lots advertised in the list, and shall be put up separately, at the discretion of the Assistant Conservator of Forests, after consulting the wishes of prospective purchasers.
8. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.
9. Fractions of a cubic foot less than .5 will be ignored, and anything over will be counted as one cubic foot in calculation of value of each log.
10. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Division.	No. of Logs.	Cubic Feet.
Eastern (South)	40	1,480

LIST OF SATINWOOD REFERRED TO.

Eastern Division (South).

Div. No.	C. T. D. No.	Length.	Girth.	Cubic Feet.	Remarks.
		Ft. in.	Ft. in.		
470	473	14 9	7 4	50	Sound*
458	474	16 3	5 11	36	do.†
459	475	16 9	6 0	38	do.†
2	476	9 9	5 9	20	do.†
471	477	22 3	5 10	47	do.†

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
467	478	15 6	5 10	33	do.†
452	479	16 3	5 6	31	do.†
447	480	16 6	5 8	33	do.†
469	481	16 6	6 11	48	do.*
477	482	17 0	5 0	27	do.†
480	483	12 0	6 2	29	do.†
479	484	12 3	6 2	29	do.†
482	485	13 3	5 10	28	do.†
484	486	16 0	5 8	32	do.*
476	487	16 6	5 7	32	do.†
474	488	12 0	6 8	33	do.†
478	489	12 0	6 4	30	do.†
485	490	18 6	5 4	33	do.†
483	491	14 9	5 6	28	do.†
481	492	15 0	5 8	30	do.†
475	493	13 6	5 9	28	do.†
64	500	16 3	7 0	50	do.†
53	501	16 3	6 7	44	do.†
41	502	15 9	5 10	33	do.†
37	503	20 3	5 11	44	do.†
58	504	16 6	5 11	36	do.†
6	505	17 0	5 10	36	do.†
33	506	15 0	6 3	37	do.†
4	507	15 9	5 1	25	do.†
38	508	21 0	5 7	41	do.†
1	509	19 0	5 6	35	do.*
60	510	16 0	5 9	33	do.*
55	511	15 6	6 3	38	do.†
35	512	14 9	6 3	36	do.†
31	513	14 6	6 11	39	do.*
63	514	20 0	5 7	39	do.†
56	515	14 6	7 4	49	do.†
16	516	14 9	8 8	69	do.*
62	517	14 9	7 3	48	do.†
73	518	15 0	7 6	53	do.†
		40		1,480	

* Flowered. † Plain. ‡ Streaked.

R. M. WHITE,
Acting Conservator of Forests,

Office of the Conservator of Forests,
Kandy, January 6, 1926.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 2, situated at Staples street, Slave Island, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from December 22, 1925.

A. M. FERNANDO,
Acting Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, January 5, 1926.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Udahamulla, in the Palle pattu of Salpiti korale of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Attikkagahawatta, south by Village Committee Road to Gangodawila, east by high road to Pannipitiya, and west by Kurunduwatta.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,
Chief Headman.

December 26, 1925.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kirillapone, in the Palle pattu of Salpiti korale of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kelani Valley Railway Line, south by land belonging to Allemetiniya Rama temple, east by premises No. 300 belonging to Mrs. D. T. Weerasekera, west by premises No. 310 belonging to Obias Perera.

This declaration shall take effect from the date hereof.

D. E. WIJESEKERE,
Chief Headman.

December 26, 1925.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Uturuwella and Nakwattagama villages, in Henawa palata of Ihala Otota korale of Hiriyala hatpattu of the Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Makulpota and Talwehera villages, south by Henawa village, east by Ganayahinna, west by Rambe and Tambuwa villages.

This declaration shall take effect from the date hereof.

P. B. MADAHAPOLA,
Ratemahatmaya, Hiriyala Hatpattu.

December 21, 1925.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Pentenigoda palata, in Udukaha korale north in Dambadeni hatpattu of Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Gimigatpiti palata and Meddeketiya korale, south by Narammala palata and Dematagahawela, east by Ganegoda and Nugagahedara palatas, west by Kowulwewa palata in Mayurawati korale.

This declaration shall take effect from the date hereof.

T. W. MARALANDE,
Ratemahatmaya, Dambadeni Hatpattu.

December 22, 1925.

Rinderpest.

WHEREAS rinderpest exists in the village of Walalagoda, in Diyapotagam pattu of Kolonna korale in Ratnapura District: It is hereby proclaimed under the provisions of section 5 (1) and (2) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, that the area, the limits of which are specified below, is an infected area.

This proclamation shall take effect from the date hereof.

Boundaries of the Area referred to.

North by Wiralagala and the village limit of Kella.
East by Hulanda-oya.
South by the boundary between Giruwa pattu and Province of Sabaragamuwa.
West by the village limit of Omalpe wasama.

K. P. BANDA,
Ratemahatmaya.

December 29, 1925.

Rinderpest.

WHEREAS rinderpest exists in the villages of Tenagama and Etgalmulla, in West Giruwapattu of Hambantota District: It is hereby proclaimed under the provisions of section 5 (1) and (2) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, that the area, the limits of which are specified below, is an infected area.

The proclamation shall take effect from the date hereof.

Boundaries of the area referred to are —

North, village limits of Bedigama and Ihala Beligalla.

East, village limit of Vitaranadeniya.

South, village limits of Polatuduwa, Walgameliya, and Aranwela.

West, village limits of Pahala Beligalla and Kandanama.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

December 29, 1925.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I hereby proclaim that the road from Tangalla to Ambalantota between the eastern limit of Tangalla Sanitary Board and the Walawe-ganga is closed to all cattle traffic for a further period of three weeks from December 17, 1925.

R. M. M. WORSLEY,

The Kachcheri, Assistant Government Agent,
Hambantota, December 22, 1925.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Tangalla-Wiraketiya minor road from the Sanitary Board limit to Wiraketiya is closed to all cattle traffic for a period of three weeks from December 18, 1925.

R. M. M. WORSLEY,

The Kachcheri, Assistant Government Agent,
Hambantota, December 22, 1925.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Ambalantota-Liyangahatota road is closed to all cattle traffic for a further period of three weeks from December 20, 1925.

R. M. M. WORSLEY,

The Kachcheri, Assistant Government Agent,
Hambantota, December 22, 1925.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Wellawaya-Kirinda road between the bridge over Kirindi-oya and Kirinda is closed to all cattle traffic for a further period of ten days from December 26, 1925.

R. M. M. WORSLEY,

The Kachcheri, Assistant Government Agent,
Hambantota, December 22, 1925.

Rinderpest.

WHEREAS rinderpest exists in the village of Thorakolayaya, in Diyapitagampattu of Kolonna korale in Ratnapura District: It is hereby proclaimed under the provisions of section 5 (1) and (2) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, that the area, the limits of which are specified below, is an infected area.

This proclamation shall take effect from the date hereof.

Boundaries of the Area referred to.

North by Mekiliyagaswalakada-ara and Kapatellewewa.

East by Embilipitiya and Hulanda-oya.

South by the boundary between Southern and Sabaragamuwa Provinces.

West by Sarakkuwngawagoda and the above boundary.

K. P. BANDA,
Ratemahatmaya.

December 21, 1925.

Anthrax.

WHEREAS anthrax has broken out at Haragama estate of Gandahaya north division in Pata Hewaheta of the Central Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-section (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, viz. —

The area bounded on the north by Mahaweli-ganga, south by village limits of Kapuliadde and Kosinne, east by Haragama village limits, west by village limit of Tennecebura.

This declaration is to take effect from this day.

J. A. RAMBUKOTTA,

December 22, 1925. Ratemahatmaya, Pata Hewaheta.

SALES OF TOLL AND OTHER RENTS.**Toll Rents, Western Province.**

NOTICE is hereby given that on Wednesday, January 27, 1926, at 12 noon, will be put up for resale at the Colombo Kachcheri, at the risk of the original purchasers for the period mentioned below, the under-mentioned Toll Rents of the Western Province, the original purchasers of which may have failed to pay on or before that date the instalment for the month of December, 1925, or any part thereof, that may be due and owing on that date.

The purchaser or purchasers at the resale should deposit one-tenth of the purchase amount on the day of sale.

If the rents are not disposed of at the resale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

From February 1 to September 30, 1926:

Canals.—(1) Hendala, (2) Grandpass, (3) Kalutara, (4) Kittanpahuwa.

The Kachcheri,
Colombo, January 5, 1926.

R. N. THAINE,
Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

TREASURER'S DEPARTMENT.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

January 5, 1926.

VIVIAN PEREIRA,
Acting Municipal Treasurer.

SCHEDULE.

Date and Time of Sale : January 16, 1926, at 8 a.m.

Premises No.	Street.	Quarter and Year.	Property Seized.	Place of Sale.
2819/337	.. Alutmawata	.. 1st quarter, 1924, to 1st quarter, 1925 ..	1 ebony round table	(Municipal Council Stores, Darely road
2820/330	.. Do.	.. 2nd quarter, 1924, to 1st quarter, 1925 ..		

MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy, held in the Town Hall, Kandy, on November 21, 1925, at 8.30 a.m., in accordance with Notice dated November 17, 1925.

Present:—Hon. Mr. W. L. Kindersley, Chairman; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Mr. G. E. de Silva; Mr. P. M. Bingham; Dr. R. F. La Brooy; Mr. Haji M. S. Usóof Ismail; and Mr. S. A. Wijayatilleke.

- The Minutes of Proceedings of the Meeting held on October 17, 1925, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.
- The following documents were submitted :—
 - Statement of receipts and disbursements from close of 1924, to October 31, 1925, on account of the Municipal Fund.
 - Progress report of works brought up to the same date.
 - Health Officer's report for October, 1925.
 - Statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of October, 1925.
 - The reservoir readings for October, 1925.

Resolved that the statement (a) together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

- The following papers were laid on the table :—Reports by the several Inspectors on laundries, bakeries, dairies, standpipes, and house-service taps inspected during October, 1925.

4. Correspondence :—(1) Letter No. 29 of October 23, 1925, from the Hon. the Colonial Secretary, stating that Government has authorized the payment of the sum of Rs. 2,664.55 being the amount claimed by the Council as Customs Duty on articles imported by them during 1923–24.

Resolved that the letter be acknowledged with thanks.

(2) Letter No. 30 of October 27, 1925, from the Hon. the Colonial Secretary, approving the by-laws regarding residential and commercial areas.—Read.

(3) Letter No. 32 of November 9, 1925, from the Hon. the Colonial Secretary, sanctioning the expenditure of Rs. 200 by the Municipal Council to meet the cost of an illuminated address of welcome to be presented to His Excellency Sir Hugh Clifford on the occasion of his official visit to Kandy.—Read.

(4) Letter No. 33 of November 11, 1925, from the Hon. the Colonial Secretary, intimating that His Excellency the Officer Administering the Government has been pleased to approve the grant of a gratuity of Rs. 208 to the widow and children of A. M. Cassim, late Nuisance Watcher.—Read.

(5) Letter No. 453 of October 24, 1925, from the Chairman, Local Loans and Development Fund, stating that the application for a loan of Rs. 200,000 will be considered shortly when the Commissioners consider their loan programme for 1925–1926.—Read.

(6) Letter No. 4488 of November 9, 1925, from the Director of Public Works regarding the Kandy Water Supply.—Read.

(7) Letter of November 12, 1925, from the Engineer, Way and Works, Ceylon Government Railway, regretting that the rent of Rs. 580 per annum for the Railway land required for a bus stand cannot be reduced.

Resolved that the General Manager, Ceylon Government Railway, be asked to refer the papers back to the Government Agent, Central Province, to fix a reasonable rent.

(8) Letter of October 27, 1925, from Messrs. M. Ismail & Co., inquiring from what date the rent for the land opposite the Victoria Commemoration buildings is to be charged.

Resolved that rent be charged with effect from May 1, 1926.

(9) Letter of October 5, 1925, from Messrs. Platé, Ltd., asking for the lease of a site near the Lake Spill for erecting a building thereon.

Resolved that they be informed that the site is not available for lease.

(10) Letter of November 13, 1925, from the Superintendent of Municipal Works, asking for an additional vote of Rs. 2,000 for laying house-service pipes.

Resolved that the additional vote of Rs. 2,000 be allowed.

(11) Letter of November 16, 1925, from the Municipal Electrical Engineer, submitting estimates amounting to Rs. 2,895.65 for lighting the Back Lanes.

Resolved that the estimate be passed.

(12) Letter No. 34 of November 17, 1925, from the Hon. the Colonial Secretary, re the erection of a Free Public Library for Kandy.

Resolved that the letter be acknowledged with thanks. It was also resolved to inquire whether a grant from the rice profits and the Sri Chandrasekera Fund could be obtained for this purpose.

(13) Letter No. 14538 of November 9, 1925, from the General Manager, Ceylon Government Railway, re Railway Sidings at Mavilmada and Mulgampola.—Read.

5. Pursuant to notice, Mr. de Silva moved—"That the elected Members of the Municipal Council with three members of the General Public be appointed as a Board of Control and Management of the Free Ayurvedic Dispensary with Mr. J. C. Wimalasirie as Secretary." Mr. Ismail seconded.—Carried.

6. Pursuant to notice, Mr. de Silva moved—"That a return of the resolutions passed during the past four years and which have not been carried out up to date be furnished." Mr. Wijayatilleke seconded.

A return showing three such resolutions, one of which was the diversion of the Gonapillikanu Stream into the Reservoir, was tabled.

7. Pursuant to notice, Mr. de Silva moved—"That along Peradeniya road from the 71st milestone to the Police Station bridge all motor buses be prohibited and the said traffic be directed to use the Railway Approach road." Mr. Wijayatilleke seconded.—Carried.

It was agreed to draft necessary by-law and forward same to the Superintendent of Police, Central Province for his observations.

8. The following motion stood in the name of Mr. Pieris—"That Government be asked to appoint an officer of the Civil Service to be full time Chairman for a period of one year and provision be made in the Budget to give effect to this resolution."

With the leave of Council he moved the following amended resolution—"That Government be asked to lend to the Municipal Council the services of an officer of the Civil Service for a period not exceeding three months for the purpose of reorganizing the work of the various departments of the Municipal Council and that provision may be made in the Budget to give effect to the resolution." Mr. Wijayatilleke seconded.

After some discussion, on the Chairman's proposal, the following resolution was unanimously carried—"That when it is announced that a reformed Council with an elected Chairman is to come into being, application shall be made to Government for a Civil Servant with Municipal experience for three months of the new Council's existence."

9. To lay down street lines along Davie road under the provisions of section 18 (4) of Ordinance No. 19 of 1915.

Resolved that the matter be deferred for consideration at the next meeting.

10. To restore to office Dr. G. P. Hay who has ceased to be a member through failing to attend three consecutive General Meetings of Council.

Mr. de Silva proposed—That Dr. Hay be restored to office. Mr. Ratwatte seconded.—Carried unanimously.

11. Estimate for improvements to Wattarantenne road, Rs. 3,900.

Resolved that the estimate be considered with the Budget for 1926.

12. Recommendations of Standing Committees :—

S. C. (C.).

(1) That the widow and child of Albert Perera, late clerk, Electricity Department, be awarded a gratuity of Rs. 300.

(2) That a sum of Rs. 43 be voted for a new gun for the Police for the destruction of dogs.

(3) That the following ferry toll rents be accepted for 1926 :—Lewella, Rs. 3,413; Halloluwa, Rs. 1,510; Gonawatta, Rs. 60.

(4) That provision of expenditure for uniform and allowance to Waterworks Inspectors be considered with the Budget for 1926.

S. C. (D.).

(5) That the following applications for water service be allowed :—

(i.) 703/704, Peradeniya road—W. Godamune; (ii.) 68, Brownrigg street—N. Asanar; (iii.) 28, Hill street—A. H. Ariff.

Resolved that the recommendations be adopted.

13. To consider Draft Budget for 1926.

It was agreed to adjourn the meeting for a day suitable to the Chairman and members to consider the Draft Budget.

Confirmed this 16th day of December, 1925 :

W. L. KINDERSLEY,
Chairman, Municipal Council, Kandy.

A.—GENERAL REVENUE ACCOUNT.
Revenue Account for the Eleven Months, January 1 to November 30, 1925.

EXPENDITURE.	Estimated for 1925.		Incurred from Jan. 1 to Nov. 30, 1925.		REVENUE.	Estimated for 1925.		Accrued from Jan. 1 to Nov. 30, 1925.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
1 Administrative, personal emoluments ..	65,680	13	60,027	58	1 Consolidated rate ..	198,000	0	149,742	57
1A Administrative, other charges ..	16,418	0	14,440	28	2 Taxes ..	28,255	0	35,452	40
2 Rice allowance to coolies ..	1,000	0	1,573	79	3 Tolls ..	27,085	0	26,802	50
3 Collectors ..	10,600	0	10,389	95	4 Licence fees and stamp duties—				
4 Infectious diseases, prevention ..	3,000	0	3,817	41	(a) Licence fees ..	4,300	0	4,767	50
5 Scavenging streets and removal of house and trade refuse ..	32,507	75	25,642	18	(b) Stamp duties ..	14,950	0	24,026	50
6 Conservancy of latrines ..	43,420	0	40,610	30	5 Slaughter-house fees ..	10,300	0	10,029	17
7 Minor sanitary services ..	2,745	0	2,178	95	6 Conservancy fees ..	30,650	0	31,469	33
8 Roads, buildings, parks, &c., maintenance ..	45,349	0	38,627	78	7 Rents ..	69,501	50	64,045	41
9 Public lighting ..	28,750	0	26,255	42	8 Judicial fines ..	4,000	0	8,602	1
10 Water services ..	11,600	0	12,743	39	9 Water service ..	10,550	0	15,324	65
11 Town improvements ..	7,000	0	6,618	67	10 Government grants ..	34,100	0	37,100	0
12 Markets ..	7,412	0	7,227	20	11 Education account ..	1,300	0	—	—
13 Slaughter-houses ..	4,280	0	3,444	88	12 Miscellaneous receipts ..	14,900	0	18,751	92
14 Cemetery ..	2,422	0	2,228	71					
15 Municipal Court ..	2,234	0	1,534	50					
16 Police ..	30,000	0	15,000	0					
17 Education ..	4,587	97	200	0					
18 Free Library ..	2,400	0	2,400	0					
19 Poor relief and public recreation ..	6,150	0	4,887	90					
20 Pensions ..	4,611	83	4,364	16					
21 Loan repayments and interest ..	54,978	16	23,728	16					
22 Miscellaneous services ..	9,130	0	6,288	14					
	396,275	84	319,319	35					
23 Capital expenditure (provided from revenue) ..	22,784	16	26,141	35					
	419,060	0	345,460	70					
Balance, being revenue in excess of expenditure ..	—	—	80,653	26					
			426,113	96		447,891	50	426,113	96

Kandy, December 16, 1925.

E. B. PEIRIS, Accountant.

Balance Sheet, November 30, 1925.

LIABILITIES.									
	Amount.		Total.			Amount.		Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Loans outstanding :—					Sundry securities ..	7,690	50		
Government of Ceylon ..	105,402	98			Free Library upkeep account ..	1,118	67		
Local loans Commissioners on December 31, 1924 ..	374,166	66			Free Library Members deposit account ..	415	0		
Less repayments in 1925 ..	13,333	33			Miscellaneous deposits ..	2,375	93		
	360,833	33			Sale of stores account ..	0	1		
Add Loans received in 1925 ..	75,000	0			Tools and stores lost account ..	7	54		
	435,833	33			Municipal Court fines awards ..	426	75		
Loans redeemed account on December 31, 1924 ..	327,230	36			Education District Committee ..	3	0		
Redeemed in 1925 ..	13,333	33			Maternity and Child Welfare Committee ..	238	40		
	340,563	69			Board of Improvement deposit account ..	1,403	0		
Revenue contribution to capital outlay ..	—	—	543,356	38				29,765	4
Government contribution for capital services ..	—	—	99,078	34	Backlane scheme, contribution ..	—	—	14,046	64
Donation from Mr. K. B. Warakaulle for building an Ayurvedic Dispensary ..	—	—	2,900	0	Sinking fund :—				
			1,527,134	72	Amount to credit invested as per contra ..	—	—	60,110	0
Sundry creditors :—					Capital account cash balance as above ..	—	—	175,357	68
Tradesmen ..	7,155	65			Revenue account, balance from 1924 ..	166,951	72		
Outstanding wages ..	3,356	9			Add revenue in excess of expenditure from January 1 to November 30, 1925, as per revenue account ..	80,653	26		
Market stall rent securities ..	4,512	50						247,604	98
Model tenement securities ..	1,062	0						526,884	34

	ASSETS.				Total Assets. Rs. c.
	Expended to Dec. 31, 1924. Rs. c.	Expended during 1925. Rs. c.	Total Capital Outlay. Rs. c.	Unexpended Balance in Hand. Rs. c.	
Capital outlay :—					
Town Hall and Municipal offices	37,469 98	—	37,469 98	—	
Markets	77,442 91	—	77,442 91	—	
Rice granaries and depôts	60,138 56	—	60,138 56	—	
School buildings	10,156 51	—	10,156 51	—	
Model dwellings	181,070 6	55,744 33	236,814 39	38,185 61	
Ayurvedic Dispensary	—	2,824 36	2,824 36	75 64	
Other Municipal buildings	59,771 91	—	59,771 91	—	
Roads, pavements, &c.	107,607 13	—	107,607 13	—	
Drainage	145,010 75	—	145,010 75	—	
Public latrines	20,229 84	—	20,229 84	—	
Carriage and rickshaw stands	371 78	—	371 78	—	
Recreation grounds	30,374 26	—	30,374 26	—	
Waterworks	293,486 88	—	293,486 88	—	
Lands in the catchment area	103,000 0	—	103,000 0	—	
Waterworks—new scheme	68,752 2	9,016 55	77,768 57	137,096 43	
Investigations re ditto	2,499 8	—	2,499 8	—	
Steam road roller	14,902 36	—	14,902 36	—	
Conservancy hand carts	226 0	—	226 0	—	
Deacon meters	8,289 42	—	8,289 42	—	
Incinerator	679 1	—	679 1	—	
Water supply to Peradeniya	62,713 34	—	62,713 34	—	
	<u>1,284,191 80</u>	<u>67,585 24</u>	<u>1,351,777 4</u>	<u>175,357 68</u>	
Loan to Electricity Department	—	—	—	—	1,527,134 72
Investments held by trustees of Sinking Fund	—	—	—	—	213,981 25
Stocks and stores :—					60,110 0
Stores	—	—	—	6,279 65	
Rice	—	—	—	164 5	
Sundry debtors :—					6,443 70
Rates, taxes, &c.	—	—	—	29,562 72	
Cheques returned by Bank	—	—	—	21 10	
Advance of pay, &c.	—	—	—	911 82	
Sale of Stores	—	—	—	—	
Loan to the Superintendent of Works	—	—	—	1,900 0	
Board of Improvement	—	—	—	1,184 34	
Times Book Club	—	—	—	739 84	
Cash :—					34,319 82
In Mercantile Bank fixed deposit	—	—	—	165,375 38	
In Mercantile Bank current account	—	—	—	46,295 4	
Petty cash in hand	—	—	—	309 15	
In hand of the Secretary, Maternity, and Child Welfare Committee	—	—	—	50 0	
					<u>212,029 57</u>
					<u>526,884 34</u>

Kandy, December 16, 1925.

E. B. PEIRIS, Accountant.

B.—ELECTRICITY DEPARTMENT.
Revenue Account for the Ten Months, January 1 to October 31, 1925.

EXPENDITURE.	Estimated for 1925.		Expended Jan. to October, 1925.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
Generation of electricity :—						
Fuel	27,225	89	33,593	40		
Oil, waste, and engine room stores	5,997	50	6,076	91		
Salaries and wages at works	8,292	0	6,461	48		
Repairs and maintenance :—						
(a) Buildings	500	0	644	90		
(b) Engine, boilers, machinery, and plants	3,398	0	3,167	21		
Distribution of electricity :—					49,943	90
Salaries of outdoor staff	2,500	0	703	76		
Repairs and maintenance of meters, switches, and other apparatus	3,000	0	492	51		
Public lamps :—					1,196	27
Attendance and maintenance	6,000	0	5,815	80		
Works executed for customers :—					5,815	80
Labour	4,269	60	2,238	93		
Materials	7,230	40	9,791	48		
Management and general expenses :—					12,030	41
Salaries	15,226	0	14,491	57		
Rent of Engineer's bungalow	1,200	0	900	0		
Printing and stationery	750	0	789	87		
Aud't fees	250	0	—	—		
Insurance	—	—	—	—		
Legal expenses	50	0	—	—		
Telephone	225	0	—	—		
Typewriter	350	0	350	0		
Sundry charges	750	0	562	4		
					17,093	48
Total amount of working expenses	87,214	39	—	—	86,079	86
Gross profit carried to nett revenue account	—	—	—	—	39,428	42
					<u>125,508</u>	<u>28</u>

Minutes of Proceedings of an Adjourned Meeting of the Municipal Council of Kandy, held on Wednesday, December 9, at 4.30 p.m., in the Town Hall, Kandy, to consider the Draft Budget for 1926.

Present.—Hon. Mr. W. L. Kindersley, Chairman; Mr. J. C. Ratwatte; Mr. L. H. S. Pieris; Mr. G. E. de Silva; Mr. P. M. Bingham; Dr. R. F. La Brooy; Mr. Haji M. S. Usoof Ismail; and Mr. S. A. Wijayatilleke.

Before the proceedings for the day commenced, the Chairman moved—“The Municipal Council of Kandy with humble duty desire to offer their sincere condolence to His Gracious Majesty the King and the other Members of the Royal Family on the universally lamented death of Her Majesty Queen Alexandra.” Mr. Ratwatte seconded.—The resolution was unanimously passed, all standing.

To consider the Draft Budget for 1926. On the Chairman's motion the Council went into Committee.

A.—General Revenue Account.

DETAILS OF EXPENDITURE.

1. It was agreed to add the following items to the charges under Head 1.—Administration :—

	Rs.	c.
(a) House allowance to the Municipal Clerical Staff	1,332	0
The cost of including amounts due as house allowance to the peons to be considered at the Special Meeting fixed for the 16th instant.		
(b) Commuted travelling allowance to the Chairman	1,200	0
(c) Uniforms for two Waterworks Inspectors	400	0

2. Under Head 10, Water Services, the following was added :—

Meter parts	3,500	0
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3. In expenditure under Head 19, Poor Relief and Public Recreation, the following amendments were made :—

	Rs.	c.
(a) Maternity and child welfare	5,000	0
(b) Free medical aid to the poor	2,280	0
(c) Grant to Kandy District Nurses Association	500	0

4. Under Head 23, Capital Expenditure, the following amendments were made :—

(a) Delete—		
Free Public Library building	12,500	0
(b) Add—		
Deviating footpath to Asgiriya vihare	400	0

B.—ELECTRICITY DEPARTMENT.

The salaries of the Electricity Office Staff and the Works Staff were sanctioned, with effect from January 1, 1926, as shown in schedule E.

SCHEDULE E.

Office Staff.

Mr. A. N. Keegel, Chief Clerk—Rs. 3,000 rising by annual increments of Rs. 300 to Rs. 4,800 per annum.

Mr. R. Goonetilleke, Second Clerk—Rs. 1,200 rising by annual increments of Rs. 120 to Rs. 2,400 per annum.

Mr. P. B. Ratnayake, Third Clerk—Rs. 660 rising by annual increments of Rs. 60 to Rs. 1,200 per annum, and thereafter by annual increments of Rs. 120 to Rs. 2,400 per annum.

Mr. F. W. Perera, Stores Clerk—Rs. 540 rising by annual increments of Rs. 60 to Rs. 1,200 per annum.

Bahar Deen, Peon—Rs. 330 rising by annual increments of Rs. 12 to Rs. 480 per annum.

Pensionable maximum in the case of the Second and the Third Clerks to be Rs. 1,800. Increments thereafter to be regarded as non-pensionable personal allowances.

Office hours to be 7.30 A.M. to 7 P.M.

Works Staff.

	Salary for 1926.	Annual Increment.	Maximum.
	Rs. c.	Rs. c.	Rs. c.
POWER STATION STAFF.			
<i>Mechanics in Charge.</i>			
T. Henry de Silva, Senior	1,500 0	60 0	1,800 0
K. B. M. Ranasinghe, Second	1,200 0	60 0	1,800 0
H. M. Appuhamy, Third	720 0	60 0	1,200 0
<i>Switchboard Attendants.</i>			
J. H. Ratnayake	900 0	60 0	1,200 0
P. E. L. Perera	900 0	60 0	1,200 0
<i>Engine Attendants.</i>			
D. Carolis Wijeratna	540 0	60 0	720 0
T. V. de Silva	540 0	60 0	720 0

Firemen—(These posts will be abolished when steam plant is removed).

	Salary for 1926.	Annual Increment.	Maximum.
	Rs. c.	Rs. c.	Rs. c.
Seyatu	480 0	—	—
Pinghamy	480 0	—	—
<i>Battery Attendants.</i>			
D. W. Kalugama	900 0	60 0	1,800 0
D. M. Mudianse	420 0	60 0	720 0
DISTRIBUTION STAFF.			
<i>Mains Foreman.</i>			
G. G. Haramanis Silva	1,380 0	60 0	1,800 0
<i>Cable Joiner and Plumber.</i>			
E. W. Podi Appuhamy	960 0	60 0	1,800 0
<i>Public Lighting Mechanic.</i>			
Cader	720 0	60 0	1,200 0
<i>Experienced Coolies.</i>			
Allagen	420 0	30 0	540 0
Dingeria	420 0	30 0	540 0
<i>Lamplighters.</i> —Daily-paid men—rate of daily pay Re. 1 each.			
HOUSE WIRING.			
H. M. Mudianse, Head Wireman	720 0	60 0	1,200 0
A. V. Brampy Singho	540 0	60 0	1,200 0

All ordinary overtime is included in the above salaries.

The Council resumed and the recommendations passed in Committee were unanimously carried.

Confirmed this 16th day of December, 1925 :

W. L. KINDERSLEY,
Chairman, Municipal Council, Kandy.

ROAD COMMITTEE NOTICES.

Wanarajah Branch Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held at Castle-reagh Factory on Monday, January 18, 1926, at 9 A.M. :—

Agenda.

1. To elect Chairman of Local Committee.
2. To pass estimate for the upkeep of the road.
3. To report to the Provincial Road Committee with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the road.
- (b) The sections of the road used by these estates.
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1926.

4. To pass resolutions re—

- (a) The cutting back of dangerous corners.
- (b) The strengthening of the Carfax-Castlereagh bridge.

Provincial Road Committee's Office, E. H. DAVIES,
Kandy, January 5, 1926. for Chairman.

Wariyapola-Kandenuwara Estate Cart Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee of the above road will be held at Wariyapola Bungalow on Friday, January 15, 1926, at 3.45 P.M. :—

Business.

1. To confirm minutes of previous meeting.
2. To consider correspondence with Provincial Road Committee.
3. To discuss estimates and expenditure on the upkeep and improvement of the road.

4. To consider what action is to be taken with a view to getting further financial support from Government.
5. Any other business brought properly before the meeting.

Wariyapola Estate, JOHN A. M. BOND,
Matale, December 24, 1925. Chairman, Local Committee.

Alawatugoda-Ancoombra Estate Cart Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee of the above road will be held at the Ancoombra Bungalow on Tuesday, January 19, 1926, at 9.30 A.M. :—

Agenda.

1. To read the notice convening the meeting.
 2. To confirm the minutes of the last meeting.
 3. To pass and approve the expenditure of the previous year.
 4. To appoint a member for the vacancy on the Committee.
 5. To consider and approve the estimate for the maintenance of the above road for 1926.
 6. To report to the Provincial Road Committee with regard to—
- (a) The names of estates (with their acreages) which are interested in and which use the road.
 - (b) The sections of the road used by these estates.
 - (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—
- for the assessment of the cost of maintenance for 1926.
7. Any other business duly brought before the meeting.

Ancoombra Group, H. ORLOFF COMBE,
Matale, December 24, 1925. Chairman, Local Committee.

Haputale-Dambatenna Road.

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety for the cost of repairs to flood damages on the 3rd, 4th, and 5th miles of the above-mentioned road, the Provincial Road Committee, Province of Uva, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said repairs, as follows:—

Government moiety ..	Rs. 250·00
Private contribution ..	Rs. 260·00

Total acreage, 3,016—Rate per acre, 8·62c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Ceylon Tea Plantation Co.	.. Pita Ratmalie ..	1,605 ..	138 37
Lipton, Ltd.	.. Dambatenna ..	1,411 ..	121 63
		3,016	260 0

The proprietors, managers, or agents of the estates concerned are hereby required to pay to the Chairman, Provincial Road Committee, Badulla, the above sums on or before February 15, 1926.

Provincial Road Committee, R. A. G. FESTING,
Badulla, January 4, 1926. Chairman.

LOCAL BOARD NOTICES.

Election of Unofficial Members.

NOTICE is hereby given that the following gentlemen have been elected unofficial members for the following Local Board towns for the years 1926-27.

Gampola.

Mr. E. G. Jonklaas
Mr. M. L. H. Habeeb
Mr. H. Charles de Silva

Nawalapitiya.

Mr. H. O. Lebbe
Mr. D. P. Setunge
Mr. G. G. Punchihewa

The Kachcheri,
Kandy, January 4, 1926.

W. L. KINDERSLEY,
Government Agent.

NOTICES UNDER THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

Budget of the Kalutara Urban District Council for the Year 1926.

REVENUE.

	Amount.	Total.		Amount.	Total.
	Rs. c.	Rs. c.		Rs. c.	Rs. c.
A.—General Revenue:—			(4) Slaughter house and cattle pound—		
(1) Property tax, 171 (1) (a) ..	14,000 0		(a) Fees, 168 (11) (a) ..	1,500 0	
(2) Acreage tax, 171 (1) (b) ..	—		(b) Sale of refuse ..	72 0	1,572 0
(3) Animals and vehicles tax, 173 (1) (b) ..	4,601 50		(5) Water supply—		
(4) Licence duties, 173 (1) (c) ..	500 0		(a) Water rate, 141 (b) (146) ..	—	
(5) Other taxes, 173 (1) (d) ..	—		(6) Hospitals—		
(6) Refund of stamp duties (Schedule VI.) ..	6,400 0		(a) Contribution from Government ..	—	
(7) Refund of liquor licences ..	1,500 0		(b) Rent of hospital grounds ..	—	
(8) Refund of Police tax ..	9,400 0		(c) Refund of expenses incurred on plague account ..	—	
(9) Compensation for opium revenue ..	3,588 50		(7) Markets and galas—		
(10) Fines by court (not included elsewhere) ..	100 0		(a) Rents, 168 (12) ..	5,500 0	
(11) Pension contributions ..	—		(b) Boutiques and stalls ..	—	
(12) Interest on fixed deposits and current deposits in Bank ..	750 0		(c) Fees for private markets ..	—	
(13) Auctioneers and brokers licences ..	500 0		(d) Licences ..	10 0	5,510 0
(14) Refunds ..	—	41,340 0	F.—Public Recreation:—		
B.—Thoroughfares:—			(1) Rents, 168 (7) ..	86 0	
(1) Labour tax, 173 (1) (a) ..	6,500 0		(2) Cattle grazing fees and grazing tickets ..	100 0	
(2) Fines on defaulters (Schedule VIII. (27) (2)) ..	100 0		(3) Licences for public performances ..	50 0	216 0
(3) Other collections, Part IV., Chapter II., e.g., fines for injuries to thoroughfares (97), cattle seizing fees (103) sales of badges and fare tables ..	200 0		G.—Cemeteries:—		
(4) Contributions by Government ..	500 0	7,300 0	(1) Burial fees ..	300 0	
C.—Resthouses:—			(2) Hire of hearse ..	50 0	
(1) Fees ..	2,500 0		(3) Graves sold for erecting monuments ..	—	
(2) Other ..	100 0	2,600 0	(4) Fees for maintenance of grounds and Dutch cemetery ..	50 0	400 0
D.—Council lands and buildings:—			H.—Dog Registration:—		
(1) Rents ..	520 0		(1) Registration fees ..	100 0	
(2) Sale of produce ..	50 0	570 0	(2) Fines ..	10 0	
E.—Public health:—			(3) Sale of dog collars ..	2 0	
(1) General revenue ..	—		(4) Seizing fees ..	—	112 0
(a) Fines under Part IV., Chapter III. ..	500 0		I.—Weights and Measures:—		
(b) Fees for services of midwife ..	100 0	600 0	(1) Fees for stamping ..	50 0	
(2) Scavenging—			(2) Fines ..	—	50 0
(a) Fees, 168 (10) (b) ..	—		J.—Education:—		
(b) Sale of refuse, 130 ..	—		(1) Fines ..	—	
(c) Fines on contractors and coolies ..	—		Total estimated current revenue ..		65,270 0
(3) Conservancy—			Balance of previous year Cash at Kachcheri ..		2,500 0
(a) Fees, 168 (10) (b) ..	5,000 0		Cash at Bank (fixed deposits) ..		15,000 0
(b) Sale of refuse 130 ..	—		Cash at Bank (current deposits) ..		2,500 0
(c) Fines on contractors and coolies ..	—		Total ..		85,270 0
		5,000 0			

EXPENDITURE.

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
A.—General Expenditure :—					
(1) Salaries of officers (not otherwise charged)—			(3) Conservancy—		
(a) Secretary ..	3,720 0		(a) Wages ..	4,824 0	
(b) Supervisor of works ..	2,300 0		(b) Carts and bulls ..	2,960 0	
(c) Accounts clerk ..	1,320 0		(c) Stores ..	500 0	
(d) Revenue Inspector ..	810 0		(d) Rent of night soil depôt and trenching grounds ..	—	
(e) Revenue clerk ..	750 0		(e) Maintenance of latrines ..	800 0	
(f) Recordkeeper and Storekeeper ..	560 0		(f) Acquisition ..	—	
(g) Peon ..	318 0		(g) Construction ..	—	
(h) Messenger ..	276 0				9,084 0
(i) Cost of Technical Advisers ..	—		(4) Slaughter houses and cattle pounds—		
(j) Pensions ..	—	10,054 0	(a) Wages ..	240 0	
(2) Establishment charges—			(b) Maintenance ..	585 0	
(a) Allowances (not otherwise charged)	1,393 80		(c) Acquisition ..	—	
(b) Travelling ..	—		(d) Construction ..	—	
(c) Commission to tax collectors (not otherwise charged) ..	1,000 0		(e) Cattle disease ..	50 0	
(d) Assessors fees ..	240 0				875 0
(e) Legal expenses ..	100 0		(5) Water supply—		
(f) Stationery, Printing, Advertising, and office expenses, &c. (not otherwise charged) ..	1,000 0		(a) Wages ..	—	
(g) Registration of voters and elections ..	50 0		(b) Stores ..	—	
(h) Cost of cart plates ..	175 0		(c) Maintenance ..	—	
(i) Cost of Audit ..	600 0		(d) Requisition ..	—	
(j) Cost of assessment number plates ..	10 20		(e) Construction ..	—	
(k) Holiday Railway tickets ..	225 0		(f) Loan charges—		
(3) Refunds ..	—	4,794 0	Principal ..	—	
			Interest ..	—	
B.—Thoroughfares :—					
(1) Salaries and wages ..	1,393 44		(6) Hospitals—		
(2) Maintenance ..	9,000 0		(a) Wages ..	—	
(3) Plant and tools ..	500 0		(b) Maintenance of I. D. H. ..	500 0	
(4) Lighting ..	5,700 0		(c) Paupers, Maintenance, Burials, &c. ..	—	
(5) Watering of streets ..	200 0		(d) Stores ..	—	
(6) Commission to tax collectors ..	500 0				500 0
(7) Cost of badges and fare tables ..	—		(7) Markets and galas—		
(8) Acquisition ..	868 6		(a) Wages ..	858 0	
(9) Improvements ..	5,050 0		(b) Maintenance ..	500 0	
(10) Loan charges—			(c) Printing, &c. ..	—	
Principal ..	1,250 0		(d) Acquisition ..	—	
Interest ..	937 50		(e) Construction ..	7,000 0	
(11) Refunds ..	—	25,399 0	(f) Loan charges—		
C.—Resthouses :—					
(1) Salaries ..	468 0		Principal ..	—	
(2) Maintenance ..	1,000 0		Interest ..	—	
(3) Furniture and equipment ..	500 0				8,358 0
(4) Improvements ..	—	1,968 0	F.—Public Recreation :—		
D. Council lands and buildings (not charged elsewhere) :—					
(1) Wages ..	60 0		(1) Wages ..	246 0	
(2) Commission to collectors ..	—		(2) Maintenance ..	1,960 0	
(3) Rent of office ..	—		(3) Allowances to band ..	—	
(4) Maintenance ..	1,830 0		(4) Acquisition ..	—	
(5) Furniture ..	300 0		(5) Improvements ..	—	
(6) Police tax ..	300 0				2,206 0
(7) Loan charges—			G.—Cemeteries Ordinance, No. 9 of 1899 :—		
Principal ..	—		(1) Wages ..	1,092 0	
Interest ..	—	2,490 0	(2) Maintenance ..	1,508 0	
E.—Public health :—					
(1) General expenditure—			(3) Improvements ..	—	2,600 0
(a) Salaries ..	3,585 0		H.—Dog Registration Ordinance, No. 25 of 1901 and Rabies Ordinance, No. 7 of 1893 :—		
(b) Allowances ..	864 0		(1) Destruction of dogs ..	100 0	
(c) Uniform ..	140 36		(2) Commission to collectors ..	—	
(d) Printing and stationery ..	—		(3) Cost of dog collars ..	—	
(e) Disinfectants ..	250 64		(4) Cost of seizures ..	—	
(f) Preventive measures ..	100 0		(5) Maintenance of dog pound ..	—	100 0
(g) Maintenance of vagrants at House of detention ..	500 0	5,440 0	I.—Weights, and Measures Ordinance, No. 8 of 1876 :—		
(2) Scavenging—			(1) Fees to examiner ..	—	
(a) Wages ..	3,570 0		(2) Stores ..	—	
(b) Carts and bulls ..	2,692 0		J.—Education Ordinance, No. 1 of 1920 :—		
(c) Stores ..	100 0	6,362 0	(1) Salaries ..	—	
			(2) Printing ..	—	
			(3) Maintenance ..	—	
			Total estimated expenditure ..	80,230 0	
			Estimated Balance on December 31, 1926 ..	5,040 0	
			Total ..	85,270 0	

Office of the Urban District Council,
Kalutara December 23, 1925.

Settled and adopted by the Council on December 21, 1925.

OLIVER G. DE ALWIS,
Acting Chairman.

Notice of Sale, Urban District Council, Negombo.

NOTICE is hereby given that (1) the rents and profits from 1 to 3 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves seized in virtue of a warrant issued by the Chairman of the Urban District Council, Negombo, in terms of the 140th clause of Ordinance No. 6 of 1910, for arrears of rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot on February 13, 1926, at 9 A.M., unless in the meantime the amount of the rates and costs be duly paid.

ALEX. ED. RAJAPAKSE,
Chairman, Urban District Council.

District Council Office,
Negombo, December 22, 1925.

SCHEDULE.

Assessment No.	Street.	Quarter and Year.
7	1st Bolawalana	1st to 4th quarter, 1924
21A	2nd Bolawalana	do.
25	Do.	1st, 2nd, and 4th quarters, 1924
34	Do.	1st to 4th quarter, 1924
79	Do.	do.
14	3rd Bolawalana	2nd to 4th quarter, 1924
21	Do.	1st to 4th quarter, 1924
101	Do.	1st to 4th quarter, 1924
8	4th Bolawalana	3rd and 4th quarters, 1924
22	2nd Kurana	do.
85	Do.	2nd to 4th quarters, 1924
97	Do.	do.
106	Do.	3rd and 4th quarters, 1924
110	Do.	do.
90	3rd Kurana	1st to 4th quarter, 1924
91	Do.	3rd and 4th quarters, 1924
92	Do.	do.
127	Do.	1st to 4th quarter, 1924
143	Do.	3rd and 4th quarters, 1924
198	Do.	1st to 4th quarter, 1924
199	Do.	1st to 4th quarter, 1924
280	Do.	do.
348	Do.	3rd and 4th quarters, 1924
17	4th Kurana	2nd to 4th quarter, 1924
42	Do.	3rd and 4th quarters, 1924

Notice of Sale, Sanitary Board, Pussellawa.

NOTICE is hereby given that the properties mentioned in the annexed schedule, having been seized for default of payment of Sanitary rates and Police taxes for the 3rd quarter, 1925, will be sold by public auction at the premises on Thursday, January 14, 1926, at 10 A.M., in conformity with section 1, sub-sections (1-4) of Ordinance No. 6 of 1873, unless in the meantime the amount owing in respect of the rate, together with the lawful costs of seizure and sale, is duly paid.

The Kachcheri, E. H. DAVIES,
Kandy, December 23, 1925. for Government Agent.

SCHEDULES REFERRED TO.

No. of Premises.	Police Tax.	Name of Owner.
E 3	..	D. J. Liyanagay
4-6	..	Do.
17	..	K. W. D. Pelestinahamy
28	..	A. K. Usoof
60	..	N. Iswaramoorthi Asary
61	..	Do.
96	..	C. P. T. de Company
138	..	A. Samarasundara
139	..	Do.
141	..	Do.
141A	..	Do.

Arrears of Sanitary Rates for 3rd Quarter, 1925.

No. of Premises.	Name of Owner.
3	.. D. G. Liyanagay
4, 5, & 6	.. Do.
6A	.. Do.
17	.. K. W. D. Selestinahamy
17A	.. Do.
28	.. A. R. Usoof
60	.. N. Eswaremuttu Asary
61	.. Do.
120A	.. W. A. E. Jeerasingha
124A	.. W. A. D. Jeerasingha
138	.. A. H. Samarasundara
139	.. Do.
141	.. Do.
141A	.. Do.

PROCLAMATIONS BY THE GOVERNOR.

(Continued from page 2.)

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

PROCLAMATION.

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

HUGH CLIFFORD.

WHEREAS by section 4 (3) of "The Village Communities Ordinance, No. 9 of 1924," it is enacted that any Chief Headman's division or part thereof, which, at the commencement of the said Ordinance, is within the provisions of any Ordinance repealed by the said Ordinance, shall be deemed to be within the operation of the said Ordinance, and the provisions of the said Ordinance shall apply to such division or part as if the same had been brought within the operation thereof by a Proclamation under the said section:

And whereas by Proclamation dated January 9, 1875, published in *Government Gazette* of January 9, 1875, Proclamation dated April 9, 1878, published in *Government Gazette* of April 12, 1878, and Proclamation dated June 27, 1879, published in *Government Gazette* of July 4, 1879, the Chief Headmen's divisions of (1) Galboda and Kinigoda korales, (2) Three Korales and Lower Bulatgama, (3) Beligal korale, and (4) Paranakuru korale, in Kegalla District of the Province of Sabaragamuwa, were brought within the operation of the Village Communities Ordinance of 1871:

And whereas by a Proclamation dated December 17, 1906, published in *Government Gazette* of December 21, 1906, the town of Kegalla was excluded from the operation of the Village Communities Ordinance; and whereas by a Proclamation dated November 9, 1920, published in *Government Gazette* of November 12, 1920, the limits of the said town were redefined:

And whereas by section 53 of "The Village Communities Ordinance, 1889," it is enacted that nothing in that Ordinance shall prejudicially affect any Chief Headman's division or part thereof brought within the operation of "The Village Communities Ordinance, 1871":

And whereas "The Village Communities Ordinance, 1889," has been repealed by section 100 of the said Ordinance No. 9 of 1924, and the aforesaid Chief Headmen's divisions, exclusive of the Local Board town of Kegalla, are deemed to be within the operation of the said Ordinance:

And whereas by section 6 (1) of the said Ordinance it is enacted that every Chief Headman's division or part thereof brought within the operation of the said Ordinance shall be subdivided into villages or groups of villages in such manner as the Governor in Executive Council shall by Proclamation in the *Government Gazette* appoint:

And whereas it is expedient to subdivide the said Chief Headmen's divisions into villages or groups of villages:

Now know Ye that We, the said Governor in Executive Council, in exercise of the powers vested in Us as aforesaid, do hereby appoint that the aforesaid Chief Headmen's divisions, exclusive of the Local Board town of Kegalla, shall be subdivided into the villages or groups of villages as set forth in the schedule hereto.

Given at Colombo, in the said Island of Ceylon, this Seventh day of January, in the year of our Lord One thousand Nine hundred and Twenty-six.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.

GOD SAVE THE KING.

Schedule referred to.

CHIEF HEADMEN'S DIVISIONS.

Galboda and Kinigoda Korales.

Subdivision.	Wasamas.
1. Galboda korale	.. Ambulugala, Wakirigala, Ussapitiya, Lewuke, Rankotdiwela, Wegantale, Kadigomuwa, Beddewela, Makehelwala, Randiwala, Pallemulla, Udumulla, Alutnuwara, Idampitiya, Hingula, Kiringadeniya, Edanduwawa, Attapitiya, Talgomuwa, and Uyanwatta.
2. Kinigoda korale	.. Udanwita, Uda Galadeniya, Nattambure, Walgama, Deliwala, Weligomuwa, Hinabowa, Diyasunnata, Kiriwandeniya, Pinnawala, Halpitiya, Kalugalla, Galpola, and Pitiyagama, and so much of the wasama of Karandupona as lies outside the Local Board limits of Kegalla.

Three Korales and Lower Bulatgama.

1. Dehigampal korale Egodapota pattuwa,	.. Walgampata, Lewangama, Imbulana, Waharaka, Amitirigala, Mapitigama, and Bopetta.
Dehigampal korale Megodapota pattuwa,	.. Wendala, Yatiantota, Telkumuduwala, Mattamagoda, and Ampe Madige.
Kitulgala palata, and Uduwa palata	.. Dombepola, Gonagomuwa, Kitulgala, and Ganepalla.
2. Panawal korale east,	.. Punahela, Rangalla, Uduwa, Neluwakkana, and Kendewa.
Panawal korale west,	.. Hinguralakanda, Imbulpitiya, Panawala, and Batangala.
Atulugam korale east, and Atulugam korale west	.. Maniyangama, Madola, Mahara, Patberiya.
	.. Ballehela, Udabage, Maliboda, Magala, and Deraniyagala.
	.. Walpola, Magamma, Daigala, Talduwa, Algoda, and Garagoda.

Beligal Korale.

1. Kandupita pattu north, and Kandupita pattu south	.. Naberiyawa, Narangoda, Imbulgala, Asideniya, Peherambe, and Dammala.
2. Kiraweli pattu east, and Kiraweli pattu west	.. Kabagomuwa, Getiyamulla, Arukgammana, Ampe, Kinigama, and Pindeniya.
	.. Tolangomuwa, Burunnawa, Dedigama, Menikkadawara, Pallegama, Malmaduwa, and Alpitiya.
	.. Rabbidigala, Dorawaka, Kukulpone, Weragoda, Bopitiya, Algama, Godawela, and Uduwaka.
3. Otara pattu, and Gandolaha pattu	.. Waddeniya, Ragalkanda, Heliyagoda, Egalla, Morawaka, Akwatta, and Mangedera.
	.. Hatnagoda, Makuldola, Jiwana, Edurapota, Kandegedara, Kehelwatugoda, Godapola, and Helamada.

Paranakuru Korale.

1. Kanduaha pattu, and Mawata pattu	.. Rotuwa, Aturupana, Bogala, Mabopitiya.
	.. Kehelwatta, Hettimulla, Makura, Godigomuwa, Talawala, and so much of the wasamas of Ekiriyagala, Siyambalapitiya, and Ambanpitiya as lies outside the Local Board limits of Kegalla.
2. Tunpalata pattu east, and Tunpalata pattu west	.. Werake, Kumbalgama, Eraminigamma, Kuragala, Palliporuwa, Dumbuluwawa, and Kehelpannala.
	.. Arama, Hakurugamma, Aranayaka, Talgaspitiya, Dippitiya, Nikapitiya, and Hatgampola.