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THE CEYLON GOVERNMENT GAZETTE

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PART I.—GENERAL.

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

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NEW LAW REPORTS.—Part III. of Vol. XXVII. was issued on the 20th instant.

COLOMBO :

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APPOINTMENTS, &c., BY THE GOVERNOR.

No. 16 of 1926.

IT is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased, in pursuance of instructions received from HIS MAJESTY THE KING through the SECRETARY OF STATE FOR THE COLONIES, to appoint Mr. EDWARD BRUCE ALEXANDER, C.M.G., to be a Nominated Official Member of the Executive Council of Ceylon.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 22, 1926. Colonial Secretary.

No. 17 of 1926.

IT is hereby notified that in accordance with Article XIII. (1) of "The Ceylon (Legislative Council) Order in Council 1923," HIS EXCELLENCY THE GOVERNOR has been pleased to appoint provisionally, subject to confirmation or disallowance by HIS MAJESTY THE KING, Mr. W. E. WAIT, a person holding public office under the Crown in the Island, to be a Nominated Official Member of the Legislative Council of Ceylon in the place of the Hon. Mr. W. L. KINDERSLEY, who has resigned.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 21, 1926. Colonial Secretary.

No. 18 of 1926.

IT is hereby notified that the Hon. Mr. E. B. ALEXANDER, C.M.G., resumed duties as Controller of Revenue of this Colony as from January 20, 1926.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 20, 1926. Colonial Secretary.

No. 19 of 1926.

MR. W. C. D. PENTELOW having been selected by the SECRETARY OF STATE FOR THE COLONIES for appointment as a Cadet in the Civil Service of Ceylon, HIS EXCELLENCY THE GOVERNOR has been pleased to order that he be attached to the Matara Kachcheri, with effect from January 15, 1926, until further orders.

By His Excellency's command,
E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 8, 1926.

No. 20 of 1926.

MR. W. H. MOORE having been selected by the SECRETARY OF STATE FOR THE COLONIES for appointment as a Cadet in the Ceylon Civil Service, HIS EXCELLENCY THE GOVERNOR has been pleased to order that he be attached to the Kalutara Kachcheri, with effect from January 16, 1926, until further orders.

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

No. 21 of 1926.

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

Mr. W. E. WAIT to be Additional Controller of Revenue, with effect from January 20, 1926, until further orders.

Mr. H. W. CODRINGTON to the office of Postmaster-General and Director of Telegraphs, Director of the Savings Bank, and Commissioner of the Loan Board, with effect from January 16, 1926, until further orders.

Mr. T. G. WILLETT to act as Assistant at Kalutara to the Government Agent, Western Province; Deputy Fiscal for the Kalutara District; Additional Police Magistrate for the judicial divisions of Kalutara and Panadure; Assistant Collector of Customs, Beruwala; Local Authority under the Petroleum Ordinance for the District of Kalutara; and Receiver of Wrecks for the District of Kalutara, with effect from January 16, 1926, until further orders.

Mr. J. D. BROWN to the office of Assistant at Kegalla to the Government Agent, Province of Sabaragamuwa; Deputy Fiscal for the District of Kegalla; Additional District Judge, Kegalla; Additional Police Magistrate, Kegalla; Additional Superintendent of Police, Kegalla; and Local Authority under the Petroleum Ordinance for the District of Kegalla, with effect from January 20, 1926, until further orders.

Mr. R. N. BOND to the office of Office Assistant to the Government Agent, Province of Uva; Deputy Fiscal for the District of Badulla; Assistant Superintendent of the Badulla Prison; Additional Police Magistrate for the judicial division of Badulla-Haldummulla; and Assistant Superintendent of Police, Province of Uva, with effect from January 21, 1926, until further orders.

Mr. N. W. MORGAPPAH to be Office Assistant to the Assistant Government Agent, Hambantota, and Additional Commissioner of Requests and Additional Police Magistrate, Hambantota, with effect from January 18, 1926, until further orders.

Mr. G. C. STEPHENS, Chief Clerk, Puttalam Kachcheri, to act as Extra Office Assistant to the Assistant Government Agent, Puttalam, from January 18, 1926, until further orders.

Mr. D. C. R. GUNAWARDENA to be attached to the Jaffna Kachcheri, and to be Additional Police Magistrate, Jaffna, with effect from January 19, 1926, until further orders.

Mr. J. A. FERNANDO to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Kalutara, during the absence of Mr. W. H. B. CARBERY, on January 22 and 23, 1926, or until the resumption of duties by that officer.

Mr. V. C. MODDER to act as District Judge, Nuwara Eliya, and Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, during the absence of Mr. C. L. WICKREMESINGHE, from January 23 to 25, 1926, inclusive, or until the resumption of duties by that officer.

Mr. S. D. KRISNARATNE to act as District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, during the absence of Mr. R. Y. DANIEL, on January 23 and 24, 1926, or until the resumption of duties by that officer.

The Hon. Mr. V. S. DE S. WIKREMANAYAKE to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of Mr. M. PRASAD, on January 25 and 26, 1926, or until the resumption of duties by that officer.

Mr. H. J. V. EKANAYAKE, Police Magistrate, Kalutara, to be, in addition to his own duties, Additional District Judge, Ratnapura, on January 26, 1926.

Mr. W. S. STRONG to act as Commissioner of Requests and Police Magistrate, Puttalam, and Additional District Judge, Puttalam, during the absence of Mr. J. LIGHT, from January 21 to 24, 1926, inclusive, and from January 30 to February 7, 1926, inclusive.

The Hon. Mr. N. J. MARTIN to act as Commissioner of Requests and Police Magistrate, Chilaw, and Additional District Judge, Chilaw, during the absence of Mr. H. L. HOPPER, on January 23 and 24, 1926, or until the resumption of duties by that officer.

Mr. O. G. D'ALWIS to act as Commissioner of Requests and Police Magistrate, Kalutara, during the absence of Mr. H. J. V. EKANAYAKE, on January 16 and 17, 1926, or until the resumption of duties by that officer.

Mr. O. G. D'ALWIS to act as Commissioner of Requests and Police Magistrate, Kalutara, and Additional District Judge, Kalutara, during the absence of Mr. H. J. V. EKANAYAKE from January 20 to 24, 1926, inclusive, or until the resumption of duties by that officer.

Mr. W. H. HEPPONSTALL to act as Additional Commissioner of Requests and Police Magistrate, Kalutara, and Additional District Judge, Kalutara, on January 25, 1926.

Mr. O. G. D'ALWIS to act as Additional Commissioner of Requests and Police Magistrate, Kalutara, and Additional District Judge, Kalutara, from January 26 to 28, 1926, inclusive.

Mr. M. H. JAYATILLEKE to act as Commissioner of Requests and Police Magistrate, Panadure, during the absence of Mr. R. A. ALUWIHARE, on January 23 and 24, 1926, or until the resumption of duties by that officer.

Mr. A. V. VAN LANGENBERG to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, during the absence of Mr. V. P. REDLICH, on January 19, 1926, or until the resumption of duties by that officer.

Mr. T. B. PANABOKKE to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, during the absence of Mr. V. P. REDLICH, from January 21 to 25, 1926, inclusive, or until the resumption of duties by that officer.

Mr. E. G. M. GOONEWARDENA to act as Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, during the absence of Mr. K. VAITHIANATHAN, from January 22 to 24, 1926, inclusive, or until the resumption of duties by that officer.

Mr. N. I. LEE to act as Police Magistrate and Municipal Magistrate, Kandy, during the absence of Mr. H. P. KAUFMANN, from January 22 to 24, 1926, inclusive, or until the resumption of duties by that officer.

Mr. JOHN PERERA to act as Additional Police Magistrate, Colombo, Negombo, and Avissawella, and Additional Commissioner of Requests, Avissawella, during the absence of Mr. J. N. ARUMUGAM, on January 18, 1926, or until the resumption of duties by that officer.

Mr. O. G. D'ALWIS to act as Additional Police Magistrate, Kalutara, on January 18, 1926.

Mr. G. ROSS BELL to be a Member of the Provincial Road Committee, Southern Province, for the year 1926, to fill the vacancy caused by the death of Mr. M. A. C. VILCASSIM.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 22, 1926. Colonial Secretary.

No. 22 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to sanction the following appointment in the Survey Department consequent on the leave granted to Mr. A. J. WICKWAR, from January 24, 1926:—

Mr. A. H. G. DAWSON to act as Surveyor-General.
Mr. C. R. LUNDIE to act as Deputy Surveyor-General.
Mr. G. K. THORNHILL to act as Assistant Surveyor-General.

By His Excellency's command,
E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary,
Colombo, January 15, 1926.

No. 23 of 1926.

IT is hereby notified that Dr. DONALD SCHOKMAN having returned from leave, resumed duties as Superintendent, Mandapam Camp, from January 6, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary,
Colombo, January 15, 1926.

No. 24 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Mr. T. M. FERNANDO to act as a Member of the Education District Committee, Chilaw, during the absence of the Hon. Mr. C. H. Z. FERNANDO from the Island.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 20, 1926. Colonial Secretary.

No. 25 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to nominate Major S. G. SANSONI to be a Member of the Education District Committee, Chilaw, in place of Dr. V. CROOS DABRERA.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 20, 1926. Colonial Secretary.

No. 26 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Major RUSTOM PESTONJEE, V.D., to the Ceylon Light Infantry Reserve, with effect from January 6, 1926.

By His Excellency's command,
E. B. ALEXANDER,
Colonial Secretary's Office, Acting Colonial Secretary,
Colombo, January 9, 1926.

No. 27 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Light Infantry :—

To be Second in Command.

Major STRATTON GUY SANSONI, V.D.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 9, 1926.

No. 28 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Major STRATTON GUY SANSONI, V.D., Second in Command, to be Acting Officer Commanding, Ceylon Light Infantry, during the absence of Lieutenant-Colonel A. C. B. JONKLAAS, V.D., Officer Commanding, Ceylon Light Infantry, on leave out of the Island, with effect from January 20, 1926.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 9, 1926.

No. 29 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotions in the Ceylon Light Infantry to fill existing vacancies :—

To be Major.

Captain PETER STANLEY FERNANDO.

To be Captain.

Lieutenant PHILIP MARFLEET BATTLE.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 9, 1926.

No. 30 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Light Infantry to fill an existing vacancy :—

To be Second-Lieutenant.

Mr. LINDSEY VERNON LOOS.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 9, 1926.

No. 31 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Planters' Rifle Corps, to fill an existing vacancy :—

To be Second-Lieutenant.

Sergeant HUGH LIONEL ROCH.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 19, 1926.

No. 32 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Lieutenant HERBERT WILLIAM THELWELL SHERWOOD of the Ceylon Light Infantry to the Reserve of his Unit, with effect from January 9, 1926.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 15, 1926.

No. 33 of 1926.

IT is notified for information that His EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Captain GILBERT WAUCHOPE HUNTER BLAIR of his Commission in the Ceylon Planters' Rifle Corps, with effect from January 8, 1926.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 14, 1926.

No. 34 of 1926.

IT is hereby notified for information that His Excellency the Governor has been pleased to accept the resignation by Second-Lieutenant FRANCIS ERNEST JOLLIFFE of his Commission in the Ceylon Planters' Rifle Corps Reserve, with effect from January 12, 1926.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 15, 1926.

No. 35 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No 10 of 1861, to appoint the under-mentioned gentlemen to be Members of the Provincial Road Committee, Eastern Province, for the year 1926 :—

Mr S. K. WICKWAR.

Mr. M. CHINNIAH.

The Hon. Mr. E. R. TAMBIMUTTU.

Mr. L. F. TISSEVERASINGHE.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 16, 1926.

No. 36 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. DON PIYASENA MAYADUNNE, of Kalugala, to act as Inquirer for the Chief Headman's division of Uda Bulatgama from December 22, 1925, to February 23, 1926, inclusive, during the absence of Mr. S. A. B. SILVA, on leave.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 18, 1926.

No. 37 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. BALASURIYA MUDIYANSELAGE APPUHAMI SIRIWARDANA, of Hiruwalpola, to be an Inquirer for Yagampattu korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province, *vice* H. M. D. BANDA.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.
Colombo, January 18, 1926.

No. 38 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HILDEN CLAUDE SANSONI, of Colombo, to be a Notary Public throughout the judicial division of Negombo, and to practise as such in the English language.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.
Colonial Secretary's Office, Colombo, January 19, 1926.

No. 39 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HENRY KRIEKENBEEK SPROULE KEYT, of Keston, Badulla, to be a Notary Public throughout the judicial division of Badulla, and to practise as such in the English language.

By His Excellency's command,

E. B. ALEXANDER,
Acting Colonial Secretary.
Colonial Secretary's Office, Colombo, January 19, 1926.

APPOINTMENTS, &c., OF REGISTRARS.

IT is hereby notified that I have appointed SAMITHAMBY GEORGE THAMBYRAJAH as Registrar of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, with effect from January 18, 1926, *vice* SWAMPILLAI THEVASAGAYAM, transferred. His office will be at the Batticaloa Kachcheri; station: Koddamunai.

Registrar General's Office,
Colombo, January 16, 1926.

A. W. SEYMOUR,
Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed DON WILLIAM SENANAYAKA to act as Registrar of Births and Deaths of Yatigaha North division, and of Marriages (General) of Yatigaha pattu of Hapitigam korale division, in the Colombo District of the Western Province, for fifteen days from January 8, 1926, during the absence of the Registrar, SENANAYAKA APPUHAMILAGE DON YAHAPANIS, on leave. His office will be at Polhitawapuwatta in Kudagammana; station: Kinagahawatta in Wattermulla.

The Additional Assistant Provincial Registrar, Colombo, has appointed MALEWANAGE DON POLORIS APPUHAMY 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 two days from January 11, 1926, during the absence of the Registrar, PHILIPPEN ADERIS DE SILVA JAYATILAKA, on leave. His office will be at Kosgahawatta in 4th Division, Udayar-toppuwa.

The Additional Assistant Provincial Registrar, Colombo, has appointed DEGURUNEHHELAGE ABRAHAM PERERA ABAYASEKERA to act as Registrar of Births and Deaths of Kelaniya division, and of Marriages (General) of Adikari pattu of Siyane korale west division, in the Colombo District of the Western Province, for three days from January 11, 1926, during the absence of the Registrar, JULIUS PERERA SUNDERASEKERA SAMARASINGHE, on leave. His office will be at Nilakkagahawatta in Sinharamulla and station at Kongahawatta in Talawatuhenpita South.

The Additional Assistant Provincial Registrar, Colombo, has appointed SAMARATUNGA GUNAWARDANAKORALLAGE DON SEBASTIAN APPUHAMY to act as Registrar of Births and Deaths of Dalugama division, and of Marriages (General) of Adikari pattu of Siyane korale west division, in the Colombo District of the Western Province, for seven days from January 13, 1926, during the absence of the Registrar, DON SIMON JAYATILAKA, on leave. His office will be at Kongahawatta in Petiyagoda.

The Additional Assistant Provincial Registrar, Colombo has appointed SIMON EDWARD RANASINGHE GUNASEKERA to act as Registrar of Births and Deaths of Uruwala division, and of Marriages (General) of Meda pattu of Siyane korale west division, in the Colombo District of the Western Province, for sixteen days from January 16, 1926, during the absence of the Registrar, RANASINGHA HETTIARACHCHIGE DON ABRAHAM GUNASEKERA, on leave. His office will be at Batadombagahawatta in Kandumulla.

The Additional Assistant Provincial Registrar, Colombo, has appointed WEERAWARDANAPATIRANEHELAGE DON BRAMPY to act as Registrar of Births and Deaths of Bem-mulla division, and of Marriages (General) of Meda pattu of Siyane korale west division, in the Colombo District of the Western Province, for January 18, 1926, during the absence of the Registrar, KURUPPUAPPUHAMILAGE ELIAS PERERA, on leave. His office will be at Batadombagahawatta in Pattalagedara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MEDAGAMALIYANAGE DON ANDRIS GAMAGODA to act as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on January 14, 1926, during the absence of the Registrar, HENRY DE ALWIS SAMARANAYAKE, on leave. His office will be at Kajugahawatta in Nagoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed HETTIARACHCHIGE DON BRAMPY JAYASEKERA to act as Registrar of Births and Deaths of Horawala division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, for fourteen days from January 15, 1926, during the absence of the Registrar, HETTIARACHCHIGE DON DIAS JAYASEKERA, on sick leave. His offices will be at Appuhamiakanathawatta in Nauttuduwa and Gorakagahawatta *alias* Owitigala Walauwewatta in Owitigala on Fridays.

The Additional Assistant Provincial Registrar, Kandy, has appointed ANGUNAWALA PANDITARATNA WASALA MUDIYANSELAGE MUTU BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Udu-nuwara No. 2 division, in the Kandy District of the Central Province, for two days from January 15, 1926, during the absence of the Registrar, ANGUNAWALA PANDITARATNA WASALA MUDIYANSELAGE LOKU BANDA, on leave. His office will be at Diddeniyegedarawatta at Angunawala.

The Additional Assistant Provincial Registrar, Galle, has appointed BAMMANNEARACHCHIGE HENDRICK DIAS GUNASEKERA to act as Registrar of Births and Deaths of Kodagoda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on January 12, 1926, during the absence of the Registrar, DON HENDRICK DIAS YAPA ABAYAGUNAWARDENA, on leave. His office will be at Dangedarawatta *alias* Witanagewatta at Kodagoda.

The Additional Assistant Provincial Registrar, Galle, has appointed SENDAHANDI BARON DE SILVA to act as Registrar of Births and Deaths of Madampe division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on January 15, 1926, during the absence of the Registrar, WALIMUNI SARAWIS MENDIS ABAYASEKERA WIJAYAKULATILAKA, on leave. His office will be at Maradanewatta at Wenamulla.

The Additional Assistant Provincial Registrar, Galle, has appointed TIKITANTIRI MAHASAMILAGE DON JOHANIS DE ALWIS to act as Registrar of Births and Deaths of Pahalaganhaya division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on January 19, 1926, during the absence of the Registrar, HORAWALA VITANAGE DON CORNELIS GUNAWARDENA, on leave. His office will be at Vitanegeewatta at Horawala.

The Additional Assistant Provincial Registrar, Galle, has appointed SAGARIS JAYAWICKRAMA to act as Registrar of Births and Deaths of Ometa division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for seven days from January 24, 1926, during the absence of the Registrar, VIDANA PATIRANAGE PICHORIS, on leave. His office will be at Dola-ihalawatta in Wirapana.

The Additional Assistant Provincial Registrar, Matara, has appointed FRANCIS OBESEKERA WEERASINGHA to act as Registrar of Births and Deaths of Porawahera division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, on January 13, 1926, during the absence of the Registrar, HEWA MADDUMA LIYANAGE DON DEONIS, on leave. His offices will be at Borellehena in Porawahera and Gurukandahenewatta in Aparekka.

The Additional Assistant Provincial Registrar, Matara, has appointed DOYANOLIS WILLIAM SEPALA RATNAYAKA to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for two days from January 18, 1926, during the absence of the Registrar, ROBERT WILLIAM SEPALA RATNAYAKA, on leave. His office will be at Walawewatta in Bengamuwa.

The Assistant Provincial Registrar, Hambantota, has appointed DAVID DHARMASENA WIRAWARNAKULA to act as Registrar of Births and Deaths of Ranna division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for thirty days from January 9, 1926, *vice* Registrar; DON DAVID MATANGAWIRA, resigned. His office will be at Mahadombewatta in Welleode; additional office: Siyambalagahawatta in Ranna.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESKERA DISSANAYAKA to act as Registrar of Births and Deaths of Paranagampalata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for six days from January 15, 1926, during the absence of the Registrar, CHETWYND ABE-SUNDARA WEERASINGHA, on leave. His office will be at Bulugahawatta *alias* Walawewatta in Welipitiya.

The Additional Assistant Provincial Registrar, Hambantota, has appointed AENEAS ABRAHAM DISSANAYAKA to act as Registrar of Births and Deaths of Kirama division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from January 16, 1926, during the absence of the Registrar, PROLIS JOHN DISSANAYAKA, on leave. His office will be at Medakoratuwa in Walgammulla.

The Assistant Provincial Registrar, Jaffna, has appointed RAMANATHAR PONNAMPALAM VIRASINGAM to act as Registrar of Marriages (General) of Valigamam West division, in the Jaffna District of the Northern Province, for eleven days from December 24, 1925, during the absence of the Registrar, JOSEPH NICHOLAS SANDIRESEGARAR, on leave. His office will be at Sandiresegaramutaliyar Valavu in Matakal.

The Assistant Provincial Registrar, Jaffna, has appointed AIYATHURAI PONNUSAMY to act as Registrar of Marriages

(General) of Jaffna division, in the Jaffna District of the Northern Province, for eleven days from December 24, 1925, during the absence of the Registrar, VAYIRA MUTTU MUTTUKUMARU, on leave. His office will be at Hemakuda in Nallur.

The Assistant Provincial Registrar, Jaffna, has appointed SINNATTAMPI VALLIPURAM to act as Registrar of Marriages (General) of Punakari division, in the Jaffna District of the Northern Province, for eleven days from December 24, 1925, during the absence of the Registrar, PONNAIYA RAJAGOPAL, on leave. His office will be at Sopalapiddi in Maddewilnadu.

The Assistant Provincial Registrar, Jaffna, has appointed TILLAINATAR SUBRAMANYAM to act as Registrar of Births and Deaths of Puttur division, and of Marriages (General) of Valigamam East division, in the Jaffna District of the Northern Province, for fourteen days from December 25, 1925, during the absence of the Registrar, SANGARAPILLAI TILLAINATAR, on leave. His office will be at Kadampansima in Puttur.

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 ten days from January 11, 1926, during the absence of the Registrar, MADANAHTIBANDARALAGE MUDIANSSE, interdicted from duty. His office will be at Siyambalawatta.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed MUDIANSSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Udukaha East division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, for two days from January 12, 1926, during the absence of the Registrar, WIJEKON MUDIANSSELAGE PUNCHI BANDA TILLAKARATNE, on leave. His office will be at Boyawalana.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed SIDDASENHAPRADAPA WANNINAYAKE MUDIANSSELAGE HERATH BANDA to act as Registrar of Births and Deaths of Pahalawisideke korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for eight days from January 18, 1926, during the absence of the Registrar, RANGE BANDARALAGE APPUHAMY UDUWERIYA, on leave. His office will be at Pahalagama.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed Dr. WEERAKONDA ARATCHIGE JAMES SILVA to act as Medical Registrar of Births and Deaths of Kalpitiya town division, in the Puttalam District of the North-Western Province, for twenty-one days from January 6, 1926, during the absence of the Registrar, Dr. SEENIYAPPAH RAMANATHAN, on leave. His office will be at the Outdoor Dispensary, Kalpitiya.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed CHANDRASEKERA HITTHAMY to act as Registrar of Births and Deaths of Anawilundun pattu north of Sengal-oya No. 2 division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for six days from January 25, 1926, during the absence of the Registrar, DISANAYAKE APPUHAMY CHANDRASEKERA, on leave. His office will be at Anawilundawa.

The Provincial Registrar, Ratnapura, has appointed BODIMALUWE MUDIYANSELAGE *alias* KOSWINNE MOHOTALLAGE KARUNARATNA to act as Registrar of Births and Deaths of Talapitagam pattu division, and of Marriages (General) of Kadawata korale division, in the Ratnapura District of the Province of Sabaragamuwa, for twenty days from January 12, 1926, during the absence of the Registrar, BODIMALUWE MUDIYANSELAGE *alias* KOSWINNE MOHOTALLAGE RAN BANDA, on leave. His office will be at Godewatta in Muttettuwagama.

The Provincial Registrar, Ratnapura, has appointed EKANAYAKA MUDIYANSELAGE SEMARATNA BANDA to act as Registrar of Births and Deaths of Niyangama division, and of Marriages (General) of Atakalan korale division,

in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from January 15, 1926, during the absence of the Registrar, ILANGANKURUPPU MUDIYANSELAGE TIKIRI BANDA, on leave. His office will be at Niyangama.

The Assistant Provincial Registrar, Kegalla, has appointed DASANAYAKA MUDIYANSELAGE TIKIRI BANDA to act as Registrar of Births and Deaths of Egodapota Tanipperu pattu division, and of Marriages (General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for thirty days from January 10, 1926, during the absence of the Registrar, DASANAYAKA MUDIYANSELAGE UKKU BANDA, on leave. His office will be at Hitinawatta in Daswatta.

The Assistant Provincial Registrar, Kegalla, has appointed HENADIRIKANKANAMALAGE DON PETER APPUHAMI to act as Registrar of Births and Deaths of Panawal korale east division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, on January 12, 1926, during the absence of the Registrar, DISANAYAKA RANASINGHA ATAPATTU MUDIYANSELAGE PUNCHI BANDARA, on leave. His office will be at Pahalawalawwewatta in Panawala.

Registrar-General's Office,
Colombo, January 19, 1926.

A. W. SEYMOUR,
Registrar-General

GOVERNMENT NOTIFICATIONS.

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

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. W. T. Miller to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance, *vice* Lieutenant-Colonel K. D. H. Gwynn, who has left the Island.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 19, 1926.

E. B. ALEXANDER,
Acting Colonial Secretary.

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. D. W. Ranasinghe	Clerk in Class II. of the Clerical Service	Duty in connection with the Opium Ordinance, No. 5 of 1910
Mr. D. W. J. Willathgamuwa	Clerk in Class III. of the Clerical Service	Clerk in connection with the Ceylon University Scheme

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 18, 1926.

E. B. ALEXANDER,
Acting Colonial Secretary.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 15, 1926.

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 Kopay Post Office and the other stations named:—

TELEPHONE CALL OFFICE AT KOPAY 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 Kopay and Jaffna, Atchuvaly,* and Manipay	0	15†
Chunnakam, Vaddukodai, and Chavakachcheri*	0	15
Pandateruppu, Karainagar, and Pallai*	0	25

* To be opened shortly.

† From Call Office also 15 cents.

"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 18, 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 private exchange at Frocester (6½ miles from Horana) and the other stations named :—

PRIVATE TELEPHONE EXCHANGE AT FROCESTER.

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 Frocester and Horana	0 15*
Bandaragama and Ingiriya	0 15
Dehiwala, Kalutara, Kesbewa, Moratuwa, Mount Lavinia, Panadure, and Wadduwa	0 25
Ambalangoda, Beruwala, Colombo, Kelaniya, Kotte, Maggona, Neboda, Negombo, Padukka, Paiyagala, Ragama, Tebuwana, and Wattala ..	0 50
Alawwa, Avissawella, Baddegama, Elpitiya, Galle, Gintota, Habaraduwa, Kochchikade, Magalle, Marawila, Nattandiya, Polgahawela, and Wennappuwa	0 75
Aranayake, † Chilaw, Kegalla, Kurunegala, Matara, Mawanella, † Mawata-gama, Narammala, † Peradeniya, Ratnapura, Weligama, Wariyapola, Dondra, † Rambodagala, † and Rambukkana †	1 0
Craighead, Elkaduwa, Galagedara, Galaha, Gampola, Hakmana, Hewa-heta, Kamburupitiya, Kandy, Kandy-Sub, Katugastota, Kiriella, Kundasale, Matale, Nawalapitiya, Panwila, Pussellawa, Rangala, Somerset, Teldeniya, Wattegama, and Urugala †	1 25
Bogawantalawa, Dolosbage, Hatton, Kotagala, Kotmale, Lochnagar, Madulkele, Maskeliya, Mousagalla, Norwood, Ramboda, Mahawela, † and Rattota †	1 50
Agrapatana, Ambegamuwa, Kandapola, Maturata, Nanu-oya, Nuwara Eliya, Punduloya, Radella, Ragalla, Talawakele, Tillicoultry, Uda Pussellawa, Watagoda, and Watawala	1 75
Galconda and Haputale	2 0
Bandarawela, Diyatalawa, and Nagawatta	2 25

* 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 15, 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 Atchuvaly Post Office and the other stations named :—

TELEPHONE CALL OFFICE AT ATCHUVALY 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 Atchuvaly and Kopay*	0 15†
Jaffna	0 15
Manipay, Chunakam, Vaddukodai, Pandateruppu, Karainagar, and Chavakacheheri*	0 25
Pallai*	0 50

* To be opened shortly.

† From Call Office also 15 cents.

"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, Vaddukoddai, Karainagar, Pandateruppu, and Chunnakam.	0 25

* To be opened shortly.

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

BY-LAW made by His Excellency the Governor, with the advice of the Executive Council, for the District of Hambantota, Southern Province, under section 18 of the above-named Ordinance.

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

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

BY-LAW.

No person shall use a motor omnibus on any of the roads specified in the schedule hereto.

Schedule.

Beliatta-Walasmulla road	Walasmulla-Wiraketiya road	Beliatta-Getammane road
Walasmulla-Katuwana road	Dammulla-Wiraketiya road	Tissa Bund road
Ranna-Wiraketiya road	Talahaganwaduwa-Miella road	
Tangalla-Wiraketiya road	Katuwana-Hatagala road	

"THE VILLAGE COMMUNITIES ORDINANCE, NO. 9 OF 1924."

RULE made by the Village Committee of the subdivision comprising the Chief Headman's division of Pitigal korale south in the Chilaw District of the North-Western Province, under section 29 (29) of "The Village Communities Ordinance, No. 9 of 1924," approved by His Excellency the Governor, with the advice of the Executive Council, and published in terms of section 30 (1) and (2) of the said Ordinance.

Colonial Secretary's Office,
Colombo, January 12, 1926.

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

RULE REFERRED TO.

Any person found loitering in any thoroughfare or public place between 9 p.m. and dawn without a light, shall, if he is unable to give a satisfactory account of himself, be liable to a fine.

"THE HOUSING AND TOWN IMPROVEMENT ORDINANCE, NO. 19 OF 1915."

IN terms of section 55 (1) of "The Housing and Town Improvement Ordinance, No. 19 of 1915," it is hereby notified that His Excellency the Governor in Executive Council has been pleased to sanction the Back-lane Scheme for the scavenging of the area of the town of Kandy bounded on the north by Colombo street, south by Ward street, east by Brownrigg street, and west by Colombo road, as finally determined and approved by the Board of Improvement Commissioners, Kandy, and as notified in the *Government Gazette* No. 7,490 of October 9, 1925.

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

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

"THE NOTARIES ORDINANCE, 1907."

RULE made by His Excellency the Governor in Executive Council, under section 30 of "The Notaries Ordinance, 1907," for the conduct of notaries, not being advocates or proctors, in the discharge of their notarial duties.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 20, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

RULE REFERRED TO.

The rule for the conduct of notaries, not being advocates or proctors, in the discharge of their notarial duties published by Proclamation dated October 31, 1914, in *Government Gazette* No. 6,684 of November 27, 1914, is hereby revoked, and the following rule substituted therefor:—

35. (b) If a notary is prevented by sickness or any other good cause from being present at his office on the days and between the hours specified in rule 35 (e) of section 29, he shall notify the fact and specify the said sickness or cause forthwith to the Registrar of Lands of the district in which he practises.

GOVERNMENT CLERICAL EXAMINATION, 1926.

NOTICE is hereby given that an examination for candidates wishing to enter Class II. of the Clerical Branch of the Public Service will take place annually in April. The next examination will commence on April 20, 1926.

2. Applications for admission to the examination by persons not now in the Public Service must be addressed to the Director of Education, bearing a duly cancelled stamp of Rs. 10, and in the prescribed form (Schedule A), which can be obtained at the Education Office on application. A certificate of the registration of the candidate's birth, showing him to have been born on or after April 25, 1903, but not later than April 24, 1909, and a certificate of good character signed by a responsible person,* to the satisfaction of the Director of Education, must be attached to the form of application. Affidavits will not be accepted. In the case of candidates who submit certificates of registration from the register of past births, the certificates will be accepted only after consideration of the evidence by which the dates of birth were established. If the name appearing in the birth register differs, either by alteration or addition, from the name by which the candidate is known, the parent or guardian should, before obtaining a certificate, apply to the Registrar-General or his Assistant for such alteration in the manner set forth in section 7 of Ordinance No. 23 of 1900. Certificates of birth issued for the purposes of the Code for Assisted Schools will not be accepted for this examination. This examination is confined to British subjects whose families are permanently resident in the Island.

3. Candidates who are not in Government Service will not be admitted to the examination unless they have previously passed either—

(a) The Cambridge Senior or the London Matriculation or higher examinations of the University of London; or

(b) The Cambridge Junior or the Elementary School-Leaving Certificate Examination and either (i.) the Examination for the Commercial Certificates of the Government Technical Schools or of the Ceylon Chamber of Commerce or (ii.) the Examination for the London Chamber of Commerce Junior Certificate in English, Arithmetic, and either Bookkeeping or Shorthand and Typewriting.

4. A candidate who gives notice of withdrawal to the Education Office fifteen days before the date of commencement of the examination will have the value of stamps affixed to his entry form refunded to him. In cases where a candidate is rejected owing to his not satisfying the conditions for admission, a refund of four-fifths the value of the stamps will be made. In no other case will a refund be made, but a candidate prevented by illness from taking up the examination for which he has entered will be permitted to re-enter for either of the two following examinations without further fee, provided notice of withdrawal accompanied by the entry form and a medical certificate from a qualified medical officer be sent to the Director of Education not later than the last day of the examination, and provided further that the regulations are complied with in other respects.

5. Clerks in Government Service (other than members of the Customs, Postal, Survey, or Railway Departments), from whatever funds they may be paid, who have completed three years' service, and whose service has been throughout satisfactory, are eligible for examination, irrespective of age and without fee. Their applications (in the same form, Schedule A) for admission to the examination should be forwarded to the Director of Education through the Heads of their Departments.

6. All Government Clerks within the age prescribed in paragraph 2 above will be admitted without fee, even though they have not completed three years' service under Government.

7. Applications should reach the Director of Education not later than 2 P.M. on February 8, 1926. Any applications received after that hour will be rejected.

8. The Director of Education will return to the candidate his application, approved or disapproved as the case may be, after taking, if necessary, the orders of Government thereon. The approved applications shall constitute the candidate's ticket of admission to the examination. Candidates presenting themselves for examination must produce to the officer appointed to supervise the examination their forms of application approved by the Director of Education. A candidate not producing such form will be refused admittance to the examination.

9. The examination will be held at Colombo only, under the supervision of the Director of Education, in the places which will be notified to the candidates in due course. Heads of Departments are required to grant leave to present themselves at the examination, to officers of their Departments whose applications to present themselves for examination have been returned to them approved by the Director of Education.

10. The examination will be competitive. The number of places assigned for general competition will be thirty.

11. The successful candidates will be required to pass a medical examination as to their physical fitness for service in any part of the Island.

* If the candidate has been educated at a Government or assisted school, the certificate must be from the Principal of the last Government or assisted school which he has attended.

12. The subjects for examination are those set out in Schedule B of this notice. The examination will be held in two parts. The first part is a qualifying examination in Handwriting, Spelling, and Arithmetic. The papers of any candidate failing to obtain two-thirds of the marks allotted for Handwriting or half those allowed for Spelling or for Arithmetic will not be considered for the second part of the examination. Special attention will be paid to Handwriting, and candidates whose writing is untidy or illegible or contains defects in the formation of letters will be rigorously excluded. The second part of the examination will be in the remaining subjects in Schedule B. Credit will not be given for any paper in which a candidate scores less than 25 per cent. of the maximum marks. In all the written papers marks will be deducted for bad writing and mistakes in spelling.

13. Clerks admitted under paragraph 5, who fail to secure places in the general competition under conditions in paragraph 12, will be allowed to compete amongst themselves for ten appointments, if in the first part of this examination they obtain a minimum of 66 per cent. in Writing and 33 per cent. in Spelling and Arithmetic. Credit will not be given for any paper in which a candidate scores less than 25 per cent. of the maximum marks.

14. The Government does not undertake to provide the successful candidates with posts immediately, but they will be given appointments as suitable vacancies occur.

Colonial Secretary's Office,
Colombo, January 20, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE A.—Specimen Application Form.

**GOVERNMENT OF CEYLON.—Clerical Examination,
April 20, 1926, and following days.**

Application for Admission.

N.B.—This form is to be filled up and sent so as to reach the Director of Education not later than 2 p.m. on February 8, 1926. It must be correctly and legibly filled up. Candidates who are already in the Public Service should forward the form through the Head of the Department in which they serve. The examination will be held on April 20, 1926, and following days, at 10 a.m.

1. Full name of Candidate, and whether Sinhalese, Tamil, or Burgher
2. Date of birth (supported by certificate of registration)
3. Examination passed as qualifying for admission; with date of, and index number at, such examination
4. Postal address to which this Application should be returned *
5. Is the Candidate already employed in the Service of Government? And if so, appointments held, with date, since entering the Service †
6. Present appointment, if any
7. Subject offered under section 3 (Sinhalese, Tamil, Mathematics, or Commercial subjects)
8. Subject offered, if any, under section 4 (Sinhalese, Tamil, Latin, Shorthand, or Typewriting)

Note.—The same subject cannot be taken under both sections 3 and 4.

Here affix a stamp of Rs. 10 if not already in Government Service. Cancel the stamp by signing your name on it, or initialling it, and dating it.

— Signature of Candidate.

I certify that this officer has completed three years' Government Service, and that such service has been throughout satisfactory.

— Signature of Head of Department.

The above named is admitted to the examination, and is assigned the number —.

— Director of Education.

This form is to be given up on the first day of the examination to the Presiding Examiner, who will forward it to the Director of Education. No candidate will be admitted to the examination except on presentation of this certificate.

* In the case of Government officers the official address should be given.

† If the candidate seeks admission under G. O. 494, the Head of his Department should certify above his signature that the officer has completed three years' Government Service, and that such service has been throughout satisfactory. If he seeks admission under section 6 of this Notification, the Head of his Department should certify that his services since his employment under Government have been throughout satisfactory.

SCHEDULE B.

	Marks.
1. English—	
Handwriting	150
Spelling	100
General Paper *	150
English Language and Composition	150
<i>Viva Voce</i>	100
2. Arithmetic (including Tots)	150
3. One of the following :—	
(a) Native Language : Sinhalese or Tamil—	
Written translation out of the language	50
Written translation into the language	50
Grammar	50
Reading and translation orally of a written document	25
Interpretation	25
(b) Mathematics—	
Geometry †	100
Algebra †	100
(c) Commercial subjects—	
Shorthand ‡ and	100
Typewriting §	100
4. One of the following additional subjects, if not already taken under section 3, may also be taken :—	
(a) Sinhalese (translation paper only)	100
(b) Tamil (do.)	100
(c) Latin (translation and Grammar)	100
(d) Shorthand	100
(e) Typewriting	100

* The General Paper may include questions in History, Geography, and English Literature.

† *Geometry.*—The subjects of Euclid, Books I.—IV. and VI., with deductions including Loci. Euclid's proofs will not be insisted upon, but all proofs of geometrical theorems must be geometrical.

Algebra.—The fundamental process of Algebra, symbolic expressions, manipulation of formulae, factors and fractions, simple and quadratic equations and their applications, theory of quadratics, theory of indices, logarithms and the use of logarithmic tables, graphs of easy algebraic functions, ratio and proportion, arithmetical and geometrical progressions, permutations and combinations, binomial theorems for a positive integral index.

‡ Candidates will be required to write at a speed of 80 words a minute, and to translate the shorthand into longhand.

§ Candidates will be required to type accurately at a speed of 30 words a minute. Special attention will be paid to correct fingering. (Candidates may use their own typewriters.)

ORDINANCE No. 5 OF 1891.

RULES made by the Public Service Mutual Provident Association, under section 14 of Ordinance No. 5 of 1891, at the Forty-second Annual General Meeting of the said Association held on August 29, 1925, and confirmed by His Excellency the Governor in Executive Council in terms of the said section.

Colonial Secretary's Office
Colombo, January 20, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

RULES.

1. Rule 12 of the rules of the Public Service Mutual Provident Association published in *Government Gazette* No. 5,147 of June 17, 1892, as the same is amended by Notification dated February 19, 1924, in *Government Gazette* No. 7,378 of February 22, 1924, is hereby amended by the insertion of the words "which shall bear interest" after the word "loan" in the second line.

2. Rule 16 of the said rules as amended by the said Notification dated February 19, 1924, is hereby amended by the addition of the following at the end thereof:—

It shall be competent for the Committee upon the joint application of the defaulter concerned and his beneficiaries under these rules to release any sum of money thus held in Suspense Account either in whole or in part, provided that the defaulter shall prove to the satisfaction of the Committee that he is in acute need of the money on account of sickness or distress.

"THE MUNICIPAL COUNCILS ORDINANCE, 1910."

RULE made by His Excellency the Governor in Executive Council under section 62 (1) of "The Municipal Councils Ordinance, 1910."

Colonial Secretary's Office,
Colombo, January 20, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Rule.

Rules 2, 4, and 21 of the rules for the grant of pensions and gratuities to officers and servants of the Colombo Municipality, published by Notification dated October 26, 1910, in *Government Gazette* No. 6,408 of October 28, 1910, as amended by Notification dated December 3, 1919, published in the *Government Gazette* No. 7,069 of December 5, 1919, shall be amended in the manner set forth in the schedule hereto.

SCHEDULE REFERRED TO.

The first portion of rule 2 to be deleted and the following substituted:—

Rule 2 .. Subject to the exceptions and provisions hereinafter contained every Municipal officer or servant holding a permanent office in the service of the Council, which has been declared to be pensionable by resolution of Council, and drawing a salary at a yearly rate, either in respect of one or of several offices held permanently and conjointly, may be awarded a pension as under:—

Rule 4 .. Delete "but may count for a long service allowance granted under section 21 of this minute" at the end of the rule.

Gratuities.

The paragraphs 1, 2, and 3 of rule 21 to be deleted and the following substituted:—

Rule 21 .. Daily paid employees with continuous service of 10 years and upwards may be awarded gratuities calculated at the rate of one-thirty-sixth of a month's pay for each complete month's service.

Provided in the case of daily paid employees of 60 years of age and under that the Council is satisfied from the report of a Medical Board nominated by the Chairman and approved by the Finance Committee that they are physically unfit to discharge the duties of their employment owing to infirmity either of mind or body, and that such infirmity is likely to be permanent.

It shall, however, be competent for the Council, with the consent of His Excellency the Governor, to award such gratuities in cases in which the service has not been continuous.

The following rule to be inserted after rule 21:—

Rule 21A .. Municipal officers or servants drawing a salary at a yearly or monthly rate whose service has been entirely in a non-pensionable office may be awarded a retiring allowance not exceeding three-fourths of the amount payable under rule 2. Provided that to become eligible for an allowance under this rule an officer or servant of 60 years of age or under shall have been reported upon by a Medical Board nominated by the Chairman and approved by the Finance Committee to be permanently unfit for further active service or shall be retired on abolition of office after serving continuously for a period of not less than 15 years. Provided further that this privilege shall not in any way interfere with the power of the Council to dispense with the services of any such officer or servant or to reduce his salary in case of reorganization or abolition of office, and no claim to any additional grant on account of such reduction or abolition shall in any case be recognized. Any such officer or servant shall continue to be liable to suspension, dismissal, or removal from office in the same manner as if this rule did not exist.

**Notice under Rule 15 of the Rules made under Article XXXVIII. of "The Ceylon
(Legislative Council) Order in Council, 1923."**

NOTICE is hereby given, under rule 15 of the rules made by the Governor in Executive Council under Article XXXVIII. of "The Ceylon (Legislative Council) Order in Council, 1923," that the returns and declarations under rule 14 of the said rules were lodged with me on January 11, 1926, by Mr. Charles Sunderham Paggiam, and that the same may be inspected at the Land Settlement Office any day (except Sunday) between 10 A.M. and 2 P.M.

Office of the Settlement Officer,
Colombo, January 11, 1926.

M. T. ARCHIBALD,
Returning Officer, Indian Electorate.

**Notice under Rule 15 of the Rules made under Article XXXVIII. of "The Ceylon
(Legislative Council) Order in Council, 1923."**

NOTICE is hereby given, under rule 15 of the rules made by the Governor in Executive Council under Article XXXVIII. of "The Ceylon (Legislative Council) Order in Council, 1923," that the returns and declarations under rule 14 of the said rules were lodged with me on January 12, 1926, by the Hon. Mr. K. Natesa Aiyar, and that the same may be inspected at the Land Settlement Office any day (except Sunday) between 10 A.M. and 2 P.M.

Office of the Settlement Officer,
Colombo, January 12, 1926.

M. T. ARCHIBALD,
Returning Officer, Indian Electorate.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of December, 1925 :—

1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on November 30, 1925	90,229,313	0	In vault on December 31, 1925	33,435,550	0
Add Notes received in December, 1925	2,250,000	0	In circulation on December 31, 1925	57,970,623	0
	92,479,313	0			
Deduct Notes destroyed in	Rs.	c.			
December, 1925	1,072,990	0			
Written off	150	0			
	1,073,140	0			
	91,406,173	0		91,406,173	0

2.—Reserve Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	57,970,623	0	Securities at cost (£1 = Rs. 15)	35,879,919	75
Excess of reserve over Notes in circulation	6,338,752	47	Coin in vault	22,543,559	40
	64,309,375	47	Cash at call, London, pending investment	5,885,896	32
				64,309,375	47

3.—Average amount of Notes in circulation during the month 56,744,815 0
Average amount of Coin in vault during the month 22,543,558 0

4.—Details of Investments and Securities.

	Face Value.			Face Value. (£1=Rs. 15.)		Purchase Value. (£1=Rs. 15.)		Market Value. (Sterling at Rate of the Day.)	
	£	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.
Colonial and other Securities	916,614	0	8	13,749,210	50	12,866,278	67	10,408,476	62
War Loan 5 per cent.	4,877	15	1	73,166	31	75,000	0	64,196	26
National War Bonds 5 per cent.	50,000	0	0	750,000	0	799,445	63	692,512	82
Funding Loan 4 per cent.	7,091	1	2	106,365	88	85,092	69	80,292	59
Indian Stock Sterling	146,000	14	7	2,190,010	94	1,973,638	50	1,433,147	1
Indian 5 per cent. War Loan	—	—	—	15,838,700	0	14,880,329	89	15,165,555	25
Government of India 6 per cent. Bonds	—	—	—	371,100	0	371,100	0	384,562	37
Government of India 6 per cent. Loan	—	—	—	2,834,200	0	2,834,200	0	2,972,367	25
Government of India 5 per cent. Loan	—	—	—	2,027,500	0	1,994,834	37	2,024,965	62
Total	—	—	—	37,940,253	63	35,879,919	75	33,226,065	79

Currency Office,
Colombo, January 6, 1926.

E. B. ALEXANDER, Acting Colonial Secretary,
W. E. WAIT, Acting Controller of Revenue,
W. W. WOODS, Colonial Treasurer,

} Commissioners
of Currency.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of 200 transport casks of about 100-gallon capacity. Tenders should be for quantities of not less than 10 casks, and should state the material of the casks.

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

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

4. Tenders should be marked "Tender for the Supply of Transport Casks" 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, February 9, 1926.

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

6. The tenderer shall state clearly in words and in figures the price demanded (a) per new cask, (b) per second hand cask.

7. Payment will be made on delivery.

8. A deposit of Rs. 50 will be required to be made at the Treasury or Kachcheri. Such deposit receipt should be produced at the Excise Commissioner's Office before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Excise Commissioner, or his duly authorized representative that his tender has been accepted, such deposit will be forfeited, 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 after the contract has been signed.

9. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each tender.

10. The successful tenderer or tenderers shall execute a bond or bonds for Rs. 75 each by hypothecation of approved title deeds with two sureties, each in a similar sum, or shall deposit with the Hon. the Treasurer in the name of the Excise Commissioner a sum of Rs. 50 in cash, and sign a bond binding himself to observe the terms of the contract. All other necessary information can be ascertained at the Excise Commissioner's Office.

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

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

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

14. 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.

15. 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 Excise Commissioner, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

16. All tenders for imported articles will be accepted only on the condition that the tenderer shall give the Government the benefit of any decrease in the Customs duties made after the signing of the tender and up to the expiry of the contract entered into hereafter, and the Government likewise undertakes to pay over and above

the tendered rate such sum as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

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

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

18. The contract shall be entered into by the contractor with the Head of the Department, acting for and on behalf of His Majesty the King, and the designation of such officer shall mean and include the officer for the time being holding such office and his successors in office for the time being under the Government of Ceylon.

T. W. ROBERTS,
Excise Commissioner.

Office of the Excise Commissioner,
Colombo, January 20, 1926.

TENDERS are hereby invited for supplying portable latrines to schools as per specification annexed.

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

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

4. Tenders should be marked "Tender for Supplying Portable Latrines to Schools" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, February 16, 1926.

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

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

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

8. Two sureties will be required to join in a bond for the due fulfilment of the contract. The amount of cash security required will be Rs. 1,000.

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

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

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

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

the list of Crown defaulting contractors, or any person to whom the Director of Education, for reasons which appear to him sufficient, objects after giving due notice of his objections in writing.

13. Copies of type, plan, and further particulars may be obtained from the Director of Education, Colombo.

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

Education Office, L. MACRAE,
Colombo, January 19, 1926. Director of Education.

Specification referred to.

1. Foundation bars to be 4 ft. 6 in. long by 3 in. by $\frac{3}{8}$ in. or of any other approved section.

2. Corner stanchions of $1\frac{1}{2}$ in. by $\frac{1}{2}$ in. flat bars, bent to shape top and bottom and drilled for necessary bolts.

3. Floor of squatting plates to be of 3/32 in. or equivalent gauge galvanized plate flanged upwards $1\frac{1}{2}$ in. for bolting to sides of house, dished downwards 1 in. for draining purposes, and the apertures flanged neatly down $\frac{3}{8}$ in. The squatting plates must fit snugly all round to the sides of the house and be securely bolted thereto as shown.

4. The side sheets of the house to be of 20 gauge galvanized sheet with the corners worked neatly as shown in detail C. The back and front sheets may be rivetted up in two pieces, but the joint must be close and well made. Pitch of rivets not to exceed 3 in.

Both back and front sheets to be stiffened as shown at AA and DD.

5. Division plate between compartments to be 3/32 in. thick or equivalent gauge galvanized sheet bolted in place as shown.

6. End of house to be similar to sides, but in one piece and no stiffeners required.

7. The doors to be of 20 gauge galvanized sheet reinforced with a $\frac{3}{8}$ in. round bar worked into the edge and stiffened as shown. Hinges to be well made as shown. The latch and hook to be such that the door can be closely shut either from inside or outside.

Note.—The door aperture to be flanged inwards $\frac{3}{4}$ of an inch all round as shown at E.

8. The roof to be of 20 gauge galvanized sheet as shown or of 24 gauge corrugated sheets curved to the radius shown. The roof may be in three parts, but all joints must be neatly and securely rivetted with $\frac{1}{4}$ in. rivets at 3 in. pitch. Holes and bolts to be provided for securing the roof to the stanchions.

9. The work to be carried out entirely in a first class workmanlike manner, and the successful tenderer will be required to set up each latrine for inspection in his workshop and dismantle and put same in strong crates and deliver free to Colombo Railway Station or on board of coastal steamers.

10. Each latrine to receive two coats all over of bitumastic solution, and all the work carried out to the satisfaction of the Director of Education.

11. All materials referred to in specifications 1 to 10 above should be of British manufacture only.

TENDERS are hereby invited for the service named in the schedule hereunder for the period commencing from April 1, 1926, and terminating on September 30, 1927.

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

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

4. Tenders should be marked "Tender for Milk, Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on February 2, 1926.

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

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

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

8. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Director of Medical and Sanitary Services. Sanction will not be given for any transfers, including powers of attorney in favour of persons on the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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

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

11. 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 Director of Medical and Sanitary Services for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

12. The contract shall be entered into by the contractor with the Head of the Department, acting for and on behalf of His Majesty the King, and the designation of such officer shall mean and include the officer for the time being holding such office and his successors in office for the time being under the Government of Ceylon.

13. Any further information can be obtained on application to the Director of Medical and Sanitary Services, Colombo.

J. F. E. BRIDGER,
Director of Medical and
Sanitary Services.

Colombo, January 13, 1926.

Schedule referred to.

Services.	Tender Deposit. Rs.	Security. Rs.
Supply of fresh cow's milk to the Government Hospital at—		
(1) Lunatic Asylum at Angoda	50	100

TENDERS are hereby invited for the supply to the Ceylon Government Railway of 75,000 tons of best locomotive coal, 10 per cent. more or less at the option of the General Manager, to be delivered between April 1, 1926, and September 30, 1926. All coal shipped shall be of large size, and free from stone, shale, and other foreign matter, and in the case of Indian coal, shall be inspected by the Officers of the Mining Engineer's Department of the Railway Board of India, who shall reject any coal which, in their opinion, is inferior to that contracted for.

2. The tenders should state the colliery and seam from which the coal will be supplied and the price per ton, cost and freight, Colombo. Insurance of the cargoes is not required. The price tendered must be nett, but it is to be distinctly understood that should any further rebates come into operation between the date of receipt of tenders and the date of completion of deliveries such rebates shall be credited to buyer's account.

3. The coal is to be shipped in approximately equal quantities each month. Dates of arrival must be so arranged that only one ship will be discharging coal for the Railway at one time. The first cargo to arrive in Colombo, as near as possible to April 1, 1926, and delivery of the whole quantity to be completed by September 30, 1926.

4. Should the contractor at any time during the execution of the contract find that he will be unable to deliver the full quantity of coal or any portion of it within the period named, he shall at once give notice accordingly to the General Manager of the Railway, who shall have an absolute discretion either to grant an extension of time or to determine the contract and recover damages as provided hereinafter in condition 20.

5. The quantity of each shipment of Indian coal will be determined by Marine Surveyors appointed by the Railway, and payment will be made for each separate shipment on the completion of discharge of the steamer in Colombo. A survey report or other proof of correct shipment must be furnished by suppliers in the case of coal from other sources.

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

7. The coal must be delivered over the ship's side free of all freight and charges, into craft, steamer, floating dépôt, or pier in Colombo Harbour as the General Manager may direct. The General Manager reserves the right to appoint the discharging stevedores.

8. Should the General Manager of the Railway require it, the coal shall be discharged from the steamers at the rate of not less than 1,000 tons per working day, but the General Manager shall not be bound to accept delivery at the rate of more than 500 tons per day, nor shall he be required to take delivery of any coal on Sundays or the days called charter party holidays defined in the calendar published by the Ceylon Chamber of Commerce.

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

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

11. Tenders must be in duplicate, and be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract. The documents should be sealed under one cover marked "Tender for Supply of Locomotive Coal to the Railway" in the left hand top corner of the envelope, and be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

12. Tenders should be deposited in the tender box in the Office of the Controller of Revenue, or sent through the post so as to reach the Office of the Controller of Revenue not later than noon on Tuesday, February 9, 1926.

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

14. Tenders from tenderers not resident in the Colony will not receive consideration unless submitted by a duly constituted agent resident in the Colony specially empowered to tender for the same and to execute a valid contract in that behalf and to fulfil all the terms of the contract. In the case of local firms tendering as agents of colliery firms in India, Natal, and elsewhere outside Ceylon, the "duly constituted" agents should hold a power of attorney from their principals to enable them to enter into a contract, should their tender be accepted.

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

16. Should any tenderer decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Ceylon Government contract. All other deposits will be returned upon signature of a contract.

17. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of security required will be Rs. 7,000 in cash or fixed deposit.

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

19. If any coal supplied is objected to by the General Manager of the Railway as not being of the quality contracted for, the General Manager shall be at liberty to deduct from the price of such coal such sums as he may consider justifiable by reason of the inferior quality, or he may reject such coal. Whenever any coal is so rejected, the contractor shall, at his own cost and expense remove the rejected coal, and pending removal the coal shall remain and be at the risk of the contractor, and the contractor shall, in addition to any other penalty, be liable to refund to the General Manager the cost incurred in landing such rejected coal, and the cost so incurred, when certified under the hand of the General Manager, shall be deemed final and conclusive.

20. Should the contractor fail to supply coal in the quantities and the time agreed upon, or should he supply coal inferior in quality, or should he commit a breach of any of the covenants of the contracts, the General Manager shall be at liberty by notice in writing, to forthwith determine the contract, and thereupon the contractor will be liable to pay to the General Manager all costs and expenses incurred by the failure to supply coal, or by the breach of any other covenant of the contract, and shall in addition be liable to forfeit the sum of Rs. 7,000 deposited by him as security, which said sum of Rs. 7,000 shall be paid and forfeited as liquidated damages and not by way of a penalty and shall not be deemed to include the costs and expenses hereinbefore referred to.

21. If any difference or dispute shall arise between the parties of this contract as to the true intent and meaning of any of the conditions herein contained, such difference or dispute shall be referred to a board of arbitration, of which each party shall appoint one arbitrator, and the two arbitrators so appointed shall, before proceeding with the reference, appoint an umpire. The award of the arbitrators and umpire, or of the majority of them, shall be conclusive and binding on both parties hereto. The losing party shall bear the costs of the arbitration.

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

23. The decision of the General Manager of the Railway as to whether the contractor has been guilty of any breach of his contract, and upon all questions arising out of or incidental to the contract, shall be final and conclusive, and the contractor shall be bound thereby.

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

25. In the event of war, or disturbance, or strike, or lockout of pitmen, or labourers, or pestilence, or epidemical sickness, or earthquakes, fires, storms, or floods, or other hindrances affecting the contract, being the act of God or beyond the control of the contractor, the contract shall be subject to such modification as the circumstances may warrant.

General Manager's Office,
Colombo, January 22, 1926.

D. McMILLAN,
Acting General Manager.

TENDERS are hereby invited for the privilege of selling refreshments, &c., on the platform to third class passengers at Ragama from February, 1926, to September 30, 1927, from persons willing to tender for the same.

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

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

4. Tenders should be marked "Tender for the Privilege of selling Fruits, &c., in the Platform to Third Class Passengers," in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, February 9, 1926.

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

6. A deposit of Rs. 10 in respect of each station in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be a month's rent in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

9. Sales will not be allowed for the Night Mail Trains.

10. Only four salesmen will be allowed on the platform in attendance on any one train.

11. The contract is on no account to be assigned or sublet without the authority of the Tender Board.

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

13. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled, and any offers received containing conditions not mentioned herein will be rejected without question.

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

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

16. No structure of any kind will be allowed to be erected on the platform. A hut has been provided, and the successful tenderer must pay Rs. 10 as rent for same.

17. 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.

18. No passes on Railway will be issued in connection with this service.

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

D. McMILLAN,
Acting General Manager.

General Manager's Office,
Colombo, January 18, 1926.

TENDERS are hereby invited for the purchase of fish trawled off the Wadge Bank by the Government Fisheries vessel "Nautilus."

2. The fish will be landed in a frozen condition in Colombo Harbour, and delivery must be taken from the ship.

3. The fish will be grouped under (1) seer fish and (2) other edible fishes, and tenders should be made for each group separately in cents per lb.

4. The accepted tenderer will be required to have the fish weighed on board the Trawler "Nautilus" in the presence of a responsible officer of the Fisheries Department, immediately after the steamer arrives in the Colombo Harbour, and taken delivery of within 3 hours. The fish will be gutted and beheaded before weighing.

5. The approximate weight of fish landed will be between 4,000 and 6,000 lbs. every sixth day.

6. The contract will have reference to the months of March, April, and May, 1926.

7. The date of delivery of each consignment of fish will be communicated to the accepted tenderer 24 hours before the arrival of the steamer.

8. The accepted tenderer will be required to deposit the full value of each consignment of fish at the time of purchase, and also to deposit a further sum of Rs. 500 with the Hon. the Colonial Treasurer, as security for the due and faithful performance of the agreement.

9. Tenders are to be submitted in duplicate, duly signed and dated, in sealed envelopes and superscribed "Tender for the Purchase of Trawled Fish." The original should be handed to the Director, Colombo Museum and Marine Biologist, at the Colombo Museum on or before 2 P.M. on February 9, 1926, and the duplicate should be forwarded to the Hon. the Controller of Revenue so as to reach his office on the date and hour above mentioned.

10. The Government does not bind itself to accept the highest or any tender.

JOSEPH PEARSON,
Director, Colombo Museum, and
Marine Biologist.

January 16, 1926.

SCHEDULES of rates are hereby invited for carrying out the works of constructing a new Maternity Ward at the Agrapatana Hospital.

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

3. The drawings, specification, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Dimbulla, 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 District Engineer, Dimbulla, in duplicate, duly signed, and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province South, Nuwara Eliya, and the duplicate addressed to the District Engineer, Dimbulla, endorsed on the outside "Schedule of Rates, Maternity Ward, Agrapatna Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on January 27, 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. Each schedule of rates must be accompanied by a letter signed by two responsible persons, whose addresses must be given engaging if called upon, to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each schedule.

7. 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.

8. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors,

sither individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Central Province South, Nuwara Eliya, 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 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.

10. The successful tenderer must complete and hand over the building, including fencing, water supply, paths, &c., within 7 months after the date of acceptance of his tender, failing which he shall pay or cause to be paid to the Provincial Engineer, Central Province South, on behalf of Government the sum of Rs. 50 as ascertained and liquidated damages for every week after the expiration of the period aforesaid.

S. J. KIRBY,

for Director of Public Works.

Public Works Office,
Colombo, January 12, 1926.

SCHEDULES of rates are hereby invited for additions and improvements to Ambalantota Dispensary.

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 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, 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, Additions and Improvements to Ambalantota Dispensary," so as to reach the offices of the foregoing officers on or before 12 noon on January 29, 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. The accepted tenderer will be required to complete and hand over the works to the District Engineer, Hambantota, on or before a date to be agreed upon.

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, Southern Province, Galle, 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 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 12, 1926. for Director of Public Works.

SCHEDULES of rates are hereby invited for construction of Idalawella Bridge, 26th mile, Minuwangoda-Henaratgoda road.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Negombo, 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, Negombo, 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, Negombo, 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, Negombo, endorsed on the outside "Schedule of Rates for the Construction of Idalawella Bridge," so as to reach the offices of the foregoing officers on or before 12 noon on Thursday, January 28, 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 and the other omitting such as are imported.

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

6. 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.

7. Government reserves to itself the right to supply the contractor with all imported articles, such as cement, &c., which it may be necessary to use in the execution of the works included in any agreement.

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, Western Province, Colombo, 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 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 12, 1926. for Director of Public Works.

SCHEDULES of rates are hereby invited for Coast Protection at Beruwala.

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 Coast Protection, Beruwala," so as to reach the offices of the foregoing officers on or before 12 noon on January 26, 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. Items requiring cement should be rated less value of this material as it will be supplied free of cost.

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, Western Province, Colombo, 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 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.

S. J. KIRBY,

Public Works Office, for Director of Public Works.
Colombo, January 12, 1926.

SCHEDULES of rates are hereby invited for improvements to Hunupitiya Range.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Colombo, 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, Colombo, 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, Colombo, 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, Colombo, endorsed on the outside "Schedules of Rates for Improvements to Hunupitiya Range" so as to reach the offices of the foregoing officers on or before 12 noon on January 26, 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, Colombo, on or before a date to be agreed upon.

7. Items requiring buckets and cement shall be rated less value of these materials as these will be supplied free of cost.

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, Western Province Colombo, 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 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.

S. J. KIRBY,

Public Works Office, for Director of Public Works.
Colombo, January 12, 1926.

SCHEDULES of rates are hereby invited for installing Electric lights and fittings in Avissawella, Kochchikade, Ja-ela, Peliyagoda, Veyangoda, and Gampaha.

2. The whole of the work to be undertaken on agreement to be entered into monthly by the Chief Electrical Engineer, P. W. D., and the Contractor on the basis of his accepted tendered schedule of rates.

3. Specification, schedule, and form of agreement, form of tender and all information can be obtained from the Chief Electrical Engineer, P. W. D. Office, Colombo, any week day between the hours of 9.30 and to 4.30 P.M., Saturdays, 9.30 A.M. to 2 P.M.

4. The schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the Chief Electrical Engineer, P. W. D. Office, Colombo, duly dated, signed and forwarded in securely sealed envelopes, the original schedule only addressed to the Director of Public Works, Colombo, and the duplicate together with samples of switches, lamp-holders, ceiling roses, flexible cord, &c., offered, addressed to the Chief Electrical Engineer, P. W. D.,

Colombo, endorsed on the outside "Schedule of Rates for installing Electric-lights and fittings in Avissawella," or "Schedule of Rates, for installing Electric-lights and fittings in Kochchikade," &c., (as the case may be) so as to reach the offices of the foregoing officers on or before 12 noon on Monday, February 1, 1926.

5. The accepted tenderer will be required to complete and hand over the work to the Chief Electrical Engineer on or before a date to be agreed upon.

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

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 Chief Electrical Engineer, Public Works Department, 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 19, 1926. for Director of Public Works.

SCHEDULES of rates are hereby invited for the construction of a 75-foot span bridge at 3½ mile, Pindeniya road.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen and all other information obtained from the Offices of the District Engineer, Avissawella, or the Provincial Engineer, Sabaragamuwa, 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 Offices of the District Engineer, Avissawella, or the Provincial Engineer, Sabaragamuwa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Avissawella, endorsed on the outside "Schedules of Rates for the construction of a 75-foot span bridge at 3½ mile, Pindeniya road," so as to reach the offices of the foregoing officers on or before 12 noon on February 8, 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 alteration 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 ejected.

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, Sabaragamuwa, Ratnapura, 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 19, 1926. for Director of Public Works.

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

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

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

4. Tenders should be marked "Tender for Sleepers and Logs, Uva Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, February 23, 1926.

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

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

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

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

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

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

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

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

13. Separate rates per broad gauge and narrow gauge sleepers and per cubic foot of timber in the log delivered, transported (a) at the Haputale, Railway Station premises, and (b) at the Hambantota Jetty delivered, loaded into steamers, must be quoted, written both in words and figures.

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

15. For any further information and for inspection of the draft contract, application should be made to the Divisional Forest Officer, Uva Division, Haputale.

16. Tenderers who have not previously held Government contracts when applying for tender forms should furnish the officer issuing 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.

In the case of persons who have carried out contracts with the Forest 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.

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

GENERAL CONDITIONS.

Trees are to be felled within 12 inches of the ground by saw or axe and saw combined, and where there is any avoidable waste in conversion of the trees double royalty will be charged for wasted material.

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

3. A list of the enumerated numbers of the trees to be converted into logs will be supplied before the contractor begins work. Only such trees are to be felled and converted into logs.

4. Broad gauge sleepers are to be of the following dimensions: 9 ft. by 10 in. by 5 in.; and narrow gauge sleepers 5 ft. by 10 in. by 5 in. or 5 ft. by 9 in. by 4½ in.

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

5. The logs are to be 12 ft. and upwards in length by 6 ft. minimum girth after barking which must be done as soon as possible after felling.

If after felling any tree proves unsuitable for conversion into logs, the same shall be converted into sleepers after obtaining written authority from the Divisional Forest Officer, Uva Division, Haputale.

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

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

8. Payment may be made for sleepers and logs accepted by the Divisional Forest Officer at delivery depôts.

Schedule.

To fell and convert into 4,000 broad gauge, 1,000 narrow gauge sleepers, and 100 logs (more or less) from the available hulanhik, palu, mills, ranai, and satin trees enumerated and standing in a demarcated block of Crown forest at Okkam-pitiya in Koslanda Range of the Uva Division; bounded on the north by Aluth-arū, south by a cut line, east by a cut line, and west by the Okkam-pitiya paddy fields, and to deliver them stacked either at the Haputale Railway Station premises or at the Hambantota jetty loaded into steamers, as directed by a Forest Officer. The distance of transport to Haputale is about 50 miles, and the distance of transport to Hambantota is about 70 miles. Work to commence a week after signing the contract and to be completed by September 20, 1926.

(2) The intending tenderers are advised to inspect the forest with the Range Forest Officer, Koslanda.

R. M. WHITE,

Acting Conservator of Forests.

Office of the Conservator of Forests,

Kandy, January 18, 1926.

TENDERS are invited for the purchase of the following materials collected for use for temporary buildings, &c., at the 1925 Ceylon Pearl Fishery Camp at Marichchuk-kaddi:—

(a) 68,500 cadjans in bundles of 50.

(b) About 58 skeleton timber buildings of various dimensions with cadjan roofs.

- (c) Timber, 102 kappus, 248 valais, 306 puttus, 2,800 varichchus.
 (d) Cadjan tats, 75 large and 60 small.
 (e) 1,658 ola mats.
 (f) 784 lb. coir yarn.

2. These will be sold in 30 lots, particulars of which may be obtained from the Government Agent, Jaffna.

3. Tenders must be marked "Tender for Purchase of Pearl Fishery Stores" in the left hand top corner of the envelope, and should reach the Jaffna Kachcheri not later than 12 noon on February 15, 1926.

4. Tenders should either be deposited in the tender box in the Jaffna Kachcheri, or sent to the Government Agent through the post.

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

6. A deposit of Rs. 50 should accompany the tender for all or any lot, and the full amount of tender should be deposited within 7 days of notification of acceptance of tender.

7. Should any tenderer fail to deposit the full amount of the tender within the said period, his deposit will be forfeited to the Crown.

8. On payment of the full amount of the tender, order for delivery at site at Marichchukkaddi Camp will be issued.

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

The Kachcheri,
Jaffna, January 19, 1926.

F. J. SMITH,
Government Agent.

TENDERS are hereby invited for the work of repairing the salt stores Nos. 8 and 18 at Nachchikalli.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words

"Tenders for repairing the Salt Stores Nos. 8 and 18 at Nachchikalli," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 12 noon on February 5, 1926.

3. The intending tenderer should, before sending his tender to the Assistant Government Agent, deposit a sum of Rs. 10 at any Kachcheri under the head "Tender Forms," and should annex to his tender the receipt obtained for the deposit of the sum.

4. This sum of Rs. 10 will be held by the Assistant Government Agent as a security for the tenderer's entering into contract with him—in the event of his tender being accepted—for carrying out the work in a satisfactory manner, and it will be confiscated, if he fail to enter into such a contract, within a reasonable time after his tender was accepted.

5. A duplicate of the tender should be forwarded by the tenderer by post to the Hon. the Controller of Revenue, Colombo.

6. The tenderer should name an address at Puttalam, where letters for him may be left or delivered.

7. The work should be completed within one month after the contract was entered into.

8. Further particulars may be obtained from the Salt Superintendent, Puttalam.

Description of the Work to be done.

All the decayed or otherwise worthless cadjan, timber, and other worthless materials that are on the buildings now should be removed and replaced by new and sound materials.

The roof of the stores should be re-thatched with new cadjan, and pootus should be placed thereon to serve as weights.

The front fence of the store should be repaired with new cadjan—1 side post and 2 side beams and 1 ridge beam should be replaced.

K. SOMASUNTHARAM,

The Kachcheri, for Assistant Government Agent,
Puttalam, January 16, 1926.

SALE OF UNSERVICEABLE ARTICLES, &c.

THE following confiscated and unclaimed articles will be sold by public auction on Saturday, the 23rd instant, at 9.30 A.M., at the Court premises:—

Case No.	Description of Article.
11,760	Chintz cloth, camboy cloth, 1 axe, and 1 jacket
11,912	1 table knife
11,933	2 pieces of camboy cloth, 1 chintz cloth, jacket
11,963	Manna knife
12,007	Do.
12,548	Pieces of firewood
12,052	1 cup
12,010	1 rice pounder
A 14	1 enamelled cup
12,141	1 gunny bag
12,149	1 katty
12,150	Do.
12,151	2 coconuts
12,202	1 clasp knife
12,402	1 door
12,412	1 pair of sandles, 1 fez cap
12,533	1 tapping knife
12,850	1 rice pounder
12,890	1 tapping knife
12,932	1 bodice

Case No.	Description of Article.
12,956	2 manna knives
12,987	4 sheets of rubber, 1 alavangoe, 1 handkerchief
13,144	1 clasp knife
13,147	2 pieces of firewood
13,343	1 alavangoe
13,344	1 tin box
13,348	1 piece of cloth
13,353	Nickel silver watch chain and leather purse
13,355	Clasp knife, banian
13,425	2 locks
11,350	Purse
11,530	sarong, shirt, coat, pieces of comb, broken umbrella
12,307	Manna knife, pingo stick
8,637	Wall lamp, 1 mattress, 2 sheets, 2 towels, 3 mattings, 1 lantern, 1 sarong, 2 chintz cloth, camboy, 3 razors, white cloth, Cannanore coat P. V's Report of 17/8/25.. 2 boats. Other sundries.

Police Court,
Kahutara, January 16, 1926.

H. J. V. EKANAYAKE,
Police Magistrate.

THE under-mentioned articles will be sold by auction on Saturday, January 30, 1926, at 2 P.M., at the Registry, Supreme Court, Colombo:—

2 typewriters	1 date box
17 commode boxes	2 screens
9 chamber stands	5 pairs of window panes
1 sword and mace box	2 drawers
1 plain stand	3 padlocks
1 tat	7 fire pails
2 curtains	5 coir matting
7 rat traps	1 looking glass
1 plan holder	5 pieces of rubber carpets

GUY O. GRENIER,
Registrar.

The Registry, Supreme Court,
Colombo, January 16, 1926.

SALE of unserviceable articles, including empty steel drums, empty double and single-headed oil barrels, empty five-gallon drums, motor car tyres and tubes, &c., will be held by public auction at the Railway Stores, Maradana, on Wednesday, January 27, 1926, at 2.30 P.M.

Railway Storekeeper's Office, J. E. HANCOCKS,
Colombo, January 7, 1926. Railway Storekeeper.

NOTICE is hereby given that the under-mentioned private property of long-sentenced and deceased prisoners of the Welikada Prison will be sold by public auction at the Welikada Prison premises at 11 A.M. on Saturday, January 30, 1926:—

24 cloths	2 hats
61 sarongs	2 shorts
16 coats	1 waistcoat
38 banians	1 collar
39 belts	7 shop coat buttons
22 handkerchiefs	7 shop studs
17 shirts	1 armet
9 towels	4 trouser studs
3 vetties	1 toothpick
4 pairs trousers	1 earpick
3 pairs socks	6 yellow metal studs
4 pairs shoes	3 white metal studs
3 ties	

Prisons Office,
Colombo, January 6, 1926.

C. C. SCHOKMAN
Superintendent.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended January 16, 1926.

Births.—The total births registered in the city of Colombo in the week were 236 (1 European, 13 Burghers, 173 Sinhalese, 21 Tamils, 22 Moors, and 6 Malays). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1926, viz., 257,473) was 47.8, as against 40.3 in the preceding week, 37.2 in the corresponding week of last year, and 29.9 the weekly average for last year.

Deaths.—The total deaths registered were 175 (2 Europeans, 5 Burghers, 99 Sinhalese, 31 Tamils, 26 Moors, 4 Malays, and 8 Others). The death-rate per 1,000 per annum was 35.4, as against 36.3 in the previous week, 31.5 in the corresponding week of last year, and 30.3 the weekly average for last year.

Infantile Deaths.—Of the 175 total deaths, 36 were of infants under one year of age, as against 44 in the preceding week, 41 in the corresponding week of the previous year, and 33 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 10.

Principal Causes of Death.—1. (a) Twenty-seven deaths from *Pneumonia* were registered, 14 in Maradana hospitals (including 9 deaths of non-residents), 3 each in Maradana North and Slave Island, 2 each in Kollupitiya and Wellawatta North, and 1 each in St. Paul's, San Sebastian, and Kotahena North, as against 17 in the previous week, and 18 the weekly average for last year.

(b) Five deaths from *Influenza* were registered, 2 in St. Paul's, and 1 each in San Sebastian, Kotahena North, and Slave Island, as against 11 in the previous week, and 5 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 Wellawatta South, as against 6 in the previous week, and 5 the weekly average for last year.

2. Nineteen deaths from *Phthisis* were registered, 9 in Maradana hospitals (including 4 deaths of non-residents), 2 in Kollupitiya, and 1 each in San Sebastian, St. Paul's, Kotahena North, Kotahena South, New Bazaar, Maradana South, Slave Island, and Wellawatta North, as against 10 in the previous week, and 14 the weekly average for last year.

3. Three deaths from *Enteric Fever* were registered, 1 each in St. Paul's, Kotahena North, and Kotahena South, as against 8 in the previous week, and 6 the weekly average for last year.

4. One death from *Measles* was registered in Maradana South.

5. Ten deaths each were registered from *Enteritis* and *Debility*, 8 each from *Dysentery* and *Infantile Convulsions*, 7 from *Diarrhoea*, 1 each from *Worms*, *Tetanus*, and *Peurperal Septicaemia*, and 70 from *Other Causes*.

6. Twenty-three cases of *Chickenpox*, 19 of *Measles* (2 in Port), 3 of *Enteric Fever*, and 1 of *Plague* were reported during the week, as against 67, 41, 21, and nil, respectively, of the preceding week. No case of *Smallpox* was reported this week, but 2 were reported in the previous week.

State of the Weather.—The mean temperature of air was 80.8°, against 78.9° in the preceding week, and 77.1° in the corresponding week of the previous year. The mean atmospheric pressure was 29.932 in., against 29.946 in. in the preceding week, and 29.813 in. in the corresponding week of the previous year. The total rainfall in the week was nil, against 0.14 in. in the preceding week, and 2.50 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, January 19, 1926.

F. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE CEYLON FINANCIAL INVESTMENTS, LIMITED.

1. The name of the Company is "THE CEYLON FINANCIAL INVESTMENTS, 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 acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere, and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body, or authority, supreme, Municipal, local or otherwise and whether in Ceylon or elsewhere.
 - (b) To acquire any such shares, stocks, debentures, debenture stocks, bonds, obligations, or securities by original subscription, tender, purchase, exchange, or otherwise, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
 - (c) To issue debentures, debenture stocks, bonds, obligations, and securities of all kinds, and to frame, constitute and secure the same as may seem expedient with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust, deed, or otherwise on the undertaking of the Company or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
 - (d) To facilitate and encourage the creation, issue or conversion of shares, stocks, debentures, debenture stocks, bonds, obligations, and securities, and to act as trustees in connection therewith and to take part in the conversion of business concerns and undertakings into companies and the amalgamation, reconstruction, and promotion of companies.
 - (e) To take part in the management, supervision, or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents and to act as the managing agents or managers of any company or undertaking.
 - (f) To carry on any other business, which may seem to the Company capable or being conveniently carried on in connection with any of the above or calculated, directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights.
 - (g) To lend money either with or without security and generally to such persons and upon such terms and conditions as the Company may think fit.
 - (h) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property, or rights.
 - (i) To constitute any trusts with a view to the issue of preferred, deferred or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust and to settle and regulate and, if thought fit, to undertake and execute any such trusts and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
 - (j) To act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, and improvement, development, and management of property including business concerns and undertakings, and generally to transact all kinds of agency, business, whether in respect of agricultural, commercial, or financial matters.
 - (k) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities.
 - (l) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
 - (m) To enter into partnership, or into any arrangement for sharing profits or losses, or into any union of interests, joint adventure, reciprocal concessions, or co-operation with any person or persons or company or companies carrying on or engaged in or about to carry on, or engage in or being authorized 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.
 - (n) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any immovable or movable property and any rights or privileges 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.
 - (o) To sell or dispose of 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.
 - (p) To promote any 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.
 - (q) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
 - (r) To undertake and execute any trusts, the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
 - (s) To draw, make, accept, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instrument or securities.
 - (t) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise and either alone, or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

And it is hereby declared that the word "Company" save when used in reference to this Company, in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of 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.
G. E. WOODMAN, Colombo	One
R. J. HARTLEY, Colombo	One
A. W. HARRISON, Colombo	One
W. K. S. HUGHES, Colombo	One
G. T. HALE, Colombo	One
H. D. THORNTON, Colombo	One
F. F. ROE, Colombo	One
Total Shares taken ..	Seven

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

O. P. MOUNT,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE CEYLON FINANCIAL INVESTMENTS, 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 Ceylon Financial Investments, 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 and includes alternate Directors.

"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 rights, privileges, property, assets, estates, or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such rights, privileges, property, assets, 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 rights, privileges, property, assets, estates, or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such rights, privileges, property, assets, estates, or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 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 two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call; and each Shareholder shall pay the amount of every call so made to the persons and at the time and place appointed by the Directors.

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

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

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

32. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transfer shall have no claim, whatsoever upon the Company in respect of the shares, 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 Shareholders 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 or 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 all 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 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 right or preference, whether in respect of dividend or of repayment of capital, or both, or any 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 conditions or provisions, and with any right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

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

51. Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no member not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that 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 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 Fifty thousand (Rs. 50,000).

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 at such meeting shall determine. A certificate under the hands of one Director and the Secretary, or of two Directors, to the effect that in taking any loan the Directors are not exceeding their borrowing powers, shall be sufficient and binding on the Company and all concerned, and shall be conclusive evidence thereof in all questions between the Company and its creditors.

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

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

56. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the money is 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 time as the Shareholders convening the meeting may themselves fix.

62. Any Shareholder may, on giving not less than five 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 notice sent 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 case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

78. The parent or guardian or curator of an infant Shareholder, the committee or other legal guardian or curator of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased 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 Ceylon Financial Investments, 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 ten 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, but an alternate Director appointed under Article 100 does not require to be qualified under this Article.

87. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Seven hundred and fifty 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. F. F. Roe, H. D. Thornton, and W. K. S. Hughes, all 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, or Managing Director, 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, or Manager, or Managing Director.

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 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 increased 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 field 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. Any Director may, from time to time, appoint any person who is approved by the majority of the Directors, or alternate or substituted Directors, to be an alternate or substituted Director. The appointee, while he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director, but he shall not require any qualification, and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointor or by a majority of the other Directors, and any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary of the Company.

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, 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 being a member of a firm who are agents, or secretaries, or solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

104. The 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. 121 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.

105. The Directors shall have power to make, and may make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, 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. In furtherance and not in limitation of, and without prejudice, to the general powers conferred or implied 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 realize 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.

111. 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.

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

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

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

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

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

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

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

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

- (1) Of all appointments (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.

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

AGENTS AND SECRETARIES.

121. Gordon Frazer & Company, Limited, shall be the first Agents and Secretaries, and shall be paid fee of Rupees 250 per annum.

ACCOUNTS.

122. 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.

123. 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.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

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

134. 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.

135. 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.

136. 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.

137. 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.

138. The Directors may from time to time pay to the Shareholders such interim dividends as in their judgment the position of the Company justifies.

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

140. 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 debentures stock of the Company or of any other company or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction, and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend or bonus as may seem expedient to the Directors.

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

142. 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.

143. 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.

144. 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 of the reserve fund.

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148, 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.

153. 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.

154. 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.

155. If the Company shall be wound up whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1899, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

G. E. WOODMAN, Colombo.

R. J. HARTLEY, Colombo.

A. W. HARRISON, Colombo.

W. K. S. HUGHES, Colombo.

G. T. HALE, Colombo.

H. D. THORNTON, Colombo.

F. F. ROE, Colombo.

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

O. P. MOUNT,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE CHOISY TEA COMPANY OF CEYLON, LIMITED.

- Publication*
1. THE name of the Company is "THE CHOISY TEA COMPANY OF CEYLON, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is to be established are—
 - (1) To purchase, or otherwise acquire all that estate called and known as Choisy, situate in the Nuwara Eliya District of the Island of Ceylon as on and from the 1st day of January, 1926.
 - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights and other rights, privileges, easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights, and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation and (or) sale.
 - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects, required for the maintenance and working of the business of carriers by land or by water of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purposes of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
 - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (14) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employees or ex employees 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.
 - (15) 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.

- (16) To enter into partnership or into any arrangements 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.
- (17) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (18) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures or book debts, or without any security at all.
- (19) 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.
- (20) 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.
- (21) 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 reborrow the moneys secured thereby or any part or parts thereof.
- (22) 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.
- (23) 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.
- (24) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock, or obligations of the Company or partly in one way and partly in another, or otherwise, howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (29) 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.
- (30) 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.
- (31) 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 hundred thousand Rupees (Rs. 500,000), divided into 50,000 shares of Ten Rupees (Rs. 10) 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.
J. HENRY MARCEL, Choisy Estate, Pundul-oya	One
C. P. MARCEL, Hong Kong	One
J. J. WALL, Colombo	One
D. T. RICHARDS, Colombo	One
J. S. MC INTYRE, Colombo	One
R. P. STEWART, Colombo	One
J. A. MARTENSZ, Colombo	One
Total ..	Seven

Witness to the above signatures at Colombo, this 4th day of January, 1926 :

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

ARTICLES OF ASSOCIATION OF THE CHOISY TEA COMPANY OF CEYLON, LIMITED.

It is agreed as follows :—

1. (a) *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.
- (b) The sub-headings in these Articles shall not be deemed to be part of or affect the construction of these presents.
2. *Power to alter the Regulations.*—The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these Articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

Company.—The word “Company” means “The Choisy Tea Company of Ceylon, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

Month.—“Month” means a calendar month.

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

Dividend.—“Dividend” includes bonus.

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

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

BUSINESS.

5. (a) *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.

5. *(b) Acquisition of Choisy Estate.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire all that estate called and known as Choisy, situate in the District of Nuwara Eliya, in the Island of Ceylon, and accordingly no objection shall be made by this Company or by any Shareholder, creditor, or liquidator thereof to the said purchase or acquisition upon the ground that the vendors, promoters, or other persons interested or any of them 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 purchase or acquisition and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid or upon any grounds in anywise connected therewith, and every Shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

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

CAPITAL.

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

SHARES.

8. *(a) 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 estates or lands 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.

8. *(b) 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 subscription (whether absolute or conditional) for any shares in the Company.

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

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

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

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

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

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

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

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

17. *Trusts or any Interest in Share other than that of Registered Holder or of any Person under Article 39 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 39 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

20. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders, in 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 estates or lands 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.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

27. *Exercise of Rights.*—No person shall exercise any right of a Shareholder until his name shall have been entered in the register of Shareholders and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

28. *Transfer of Shares.*—(1) A share may be transferred by a Shareholder or other person entitled to transfer to any Shareholder selected by the transferor; but, save as aforesaid, and save as provided by sub-clause (5) or (7) of this Article, no share shall be transferred to a person who is not a Shareholder so long as any Shareholder is willing to purchase the same as hereinafter provided.

(2) Except where the transfer is made pursuant to sub-clause (1), (5), or (7) of this Article, 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 such share. The transfer notice shall specify the sum he fixes as the price of the share (hereinafter called "the proposing transferor's price"), and shall constitute the Company his agent for the sale of the share to any Shareholder of the Company at such price. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each, and shall specify the denoting number of each share which the proposing transferor desires to sell. A transfer notice shall not be revocable except with the sanction of the Directors.

(3) If the Company shall within the space of ninety days after being served with the transfer notice, find a Shareholder willing to purchase the share of the proposing transferor's price (hereinafter called "the purchasing Shareholder"), and shall give notice thereof to the proposing transferor, the latter shall be bound, upon payment of the said price, to transfer the share to the purchasing Shareholder.

(4) If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring any 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 that 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.

(5) If the Company shall not within the space of ninety days after being served with the transfer notice find a Shareholder willing to purchase all or any of the shares comprised therein, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months after the expiration of the said period of ninety days be at liberty, subject to Article 32, to sell and transfer the said shares, or such of them as have not been sold to a purchasing Shareholder, to any person but at a price not less than that specified by him in his transfer notice.

(6) The Company in General Meeting may make, and from time to time vary, rules as to the mode in which any shares specified in any transfer notice 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, every such share shall be offered to the Shareholders in such order as shall be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors shall think fit.

(7) Any share may be transferred by a Shareholder to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of a Shareholder, and any share of a deceased Shareholder may be transferred by his executors or administrators to any trustees under the will of any such deceased Shareholder, or to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Shareholder, to whom such deceased Shareholder may have specifically bequeathed the same, or who may be entitled to the residuary estate of such deceased Shareholder or any part or share of such residuary estate, and shares standing in the name of the trustees of the will of any deceased Shareholder may be transferred to any beneficiary as aforesaid under the will or, upon any change of trustees, to the trustee for the time being of such will, and the restrictions in sub-clause (1) of this Article contained shall not apply to any transfer authorized by this sub-clause. Provided, however, that the provisions of this sub-clause as far as they affect a transfer in favour of or by any trustees shall not be deemed in any way to prejudice the rights of the Company under Article 17 hereof.

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

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

31. *Instrument of Transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register Transfers.*—The board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise; or to any person not approved by them, but the latter restriction shall not apply when the proposed transferee is already a Shareholder nor to a transfer made pursuant to Article 28 (7) hereof.

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

34. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

37. *Transfer Books when to be closed.*—The Transfer Books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First General Meeting; also, when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

TRANSMISSION OF SHARES.

38. *Title to Shares of deceased Holder.*—The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company, as having any title to shares of such Shareholder.

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 39, shall not, from any cause whatever, within 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 the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If Call or Instalment be not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators, or 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.

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

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

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

45. (b) *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

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

47. *Lien how made available.*—Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators or 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 twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

48. *Proceeds how applied.*—The nett proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such Shareholder or his representatives.

49. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the Agent or Secretary or Agents or Secretaries that the power of sale given by Article 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

PREFERENCE SHARES.

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

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

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

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

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

CALLS.

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

(b) *Call, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board meeting of the Directors or by resolution in writing in terms of Article 121.

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

55. *Interest on Unpaid Call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest on 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 Article.

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

BORROWING POWERS.

57. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations or otherwise. Also from time to time, at their

discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred thousand Rupees (Rs. 100,000). 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 re-payment 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 that before the Directors execute any mortgage, issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether ordinary or extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between 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.

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

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

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

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

61. (b) Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors, unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 61 (a) hereof mentioned, may be postponed by the Directors by notice in writing, and the meeting shall subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

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

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

64. (a) *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.

64. (b) *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.

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

73. *Votes.*—At any meeting every resolution shall 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.

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

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and in such 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.

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

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

78. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him.

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

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

81. *Shareholder in Arrear or not Registered at least three Months previous to the Meeting not to Vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak duly registered as the holder of the share in respect of which he claims to vote or speak.

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

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

83. (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 twenty-four 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.

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

The Choisy Tea Company of Ceylon, Limited.

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

85. *Objection to Validity of Vote to be made at the Meeting or Poll.*—No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

88. *Their Qualification and Remuneration.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One thousand five hundred Rupees (Rs. 1,500) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors and Duration of their Office.* The first Directors shall be Justin Henry Marcel of Choisy Estate, Punduloya, and James John Wall of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall both retire, but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors ; his or their Remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office ; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

91. *Appointment of Successors to Directors.*—The General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent General Meeting. No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other Shareholder intending to propose him has, at least seven clear days before the meeting, left, at the office, a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

92. *Board may fill up Vacancies.*—The Board shall have power at any time and from time to time before the First Ordinary General Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.

93. *Duration of Office of Director appointed to Vacancy.*—Any casual vacancy occurring in the number of Directors subsequent to the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

94. *To retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in Article 95.

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

96. *Retiring Directors eligible for Re-election.*—Retiring Directors shall be eligible for re-election.

97. *Decision of Question as to Retirement.*—In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

98. *Number of Directors how increased or reduced.*—The Directors, subject to the approval of a General Meeting, may from time to time at any time subsequent to the Second Ordinary General Meeting, increase or reduce the number of Directors, and may also, subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

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

100. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the office or by tendering his written resignation at a meeting of the Directors.

101. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any company or co-partnership of which a Director is a partner, or of which he is a Director, Managing Director or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement, or transaction by reason only of such Director holding that office, or of the fiduciary relationship thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

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

- (a) If he accept or hold any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he becomes bankrupt or insolvent, or suspend payment, or file a petition for the liquidation of his affairs, or compound with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceased to hold the required number of shares to qualify him for the office.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he ceases to ordinarily reside in Ceylon or be absent from Ceylon for a period of twelve consecutive months.

Exceptions.—But the above rule shall be subject to the following exceptions :—That no Director shall vacate his office by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company, of which he is a Director, or by his being Agent, or Secretary, or Proctor, or by his being a member of a firm who are Agents, or Secretaries, or Proctors, of the Company ; nevertheless, he shall not vote in respect of any contract, work, or business in which he may be personally interested.

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

104. *Indemnity to Directors and Others for their own Acts and for the Acts of Others.*—Every Director or officer and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him respectively in or about the discharge of his respective duties, except such as happen from his respective wilful acts or

defaults; and no Director or officer nor the heirs, executors, or administrators of any Director or officer, shall be liable for any other Director or officer, or for joining in any receipt or other acts of conformity, or for any loss or expense happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

105. *No Contribution to be required from Directors beyond Amount, if any, unpaid on their Shares.*—No contribution shall be required from any present or past Director or Manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said Choisy estate as on and from the 1st day of January, 1926.

107. *To manage Business of Company and pay Preliminary Expenses, &c.*—The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an Agent or Agents and Secretary or Secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, or acquisition of the said Choisy estate and the purchase, lease, or acquisition of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

108. *To acquire Property, to appoint Officers, and pay Expenses.*—The Directors shall have power to purchase, take on lease, or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

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

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

111. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, lands, and effects of the Company, or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands, or the sub-lease of the whole, or any part or parts thereof, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

112. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting subject, nevertheless, to the provisions of the Ordinance and of these presents and to such regulations and provisions (if any) as may, from time to time, be prescribed by the Company in General Meeting; but no regulation made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The generality of the powers conferred by any Article in these presents on the Directors shall not be taken to be limited by any Article conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.

- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing, or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

114. *Meeting of Directors.*—The Directors may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business; until otherwise determined, two Directors shall be a quorum.

115. *A Director may summon Meetings of Directors.*—A Director may at any time summon a meeting of Directors.

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

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

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

119. *Acts of Board or Committee valid notwithstanding Informal Appointment.*—The acts of the Board or of any Committee appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if every person had been duly appointed, provided the same be done before the discovery of the defect.

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

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

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

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

123. *Signature of Minutes of Proceedings and Effect thereof.*—All such minutes shall be signed by the person or one of the persons who shall have presided as Chairman at the General Meeting, the Board meeting, or committee meeting at which the business 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.

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

ACCOUNTS.

125. *What Accounts to be kept.*—The Agent or Secretary or the Agents or Secretaries for the time being, or, if there be no Agent or Secretary, or Agents or Secretaries, the Directors, shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters

in respect of which such receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the registered office of the Company, as the Directors think fit.

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

130. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in the case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

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

131. (b) 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.

132. *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.

133. *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.

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

134. (b) *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 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.

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

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

137. *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.

138. *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.

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

140. *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.

141. *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.

142. *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.

143. *Qualification of Auditor.*—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.

144. *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 Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

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

146. *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.

147. *Casual Vacancy in Office of Auditor 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.

148. *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.

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

NOTICES.

150. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the agent or secretary, agents or secretaries, or other persons appointed by the Board to do so.

151. *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.

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

153. *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.

154. *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.

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

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

ARBITRATION.

156. *Directors may refer Dispute 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.

157. *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.

158. *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.

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

160. *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 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 Company (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 aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this Fourth day of January, One thousand Nine hundred and Twenty-six.

J. HENRY MARCEL.

C. P. MARCEL.

J. J. WALL.

D. T. RICHARDS.

J. S. MC INTYRE.

R. P. STEWART.

J. A. MARTENSZ.

Witness to the above signatures :

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

[First Publication]

Publication
MEMORANDUM OF ASSOCIATION OF THE LABUGAMA RUBBER ESTATE, LIMITED.

1. THE name of the Company is "THE LABUGAMA RUBBER ESTATE, 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 Labugama estate, situate in the Kelani Valley 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 interest 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 estates 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 or union of interests or any other arrangements 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 purpose 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 Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into Seventy-five thousand (75,000) 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.
J. G. MOORE, Colombo	One
F. F. ROE, Colombo	One
A. W. HARRISON, Colombo	One
M. J. HARDING, Colombo	One
R. J. HARTLEY, Colombo	One
O. P. MOUNT, Colombo	One
E. C. FORD, Colombo	One
Total Shares taken ..	Seven

Witness to all the above signatures, this Fifteenth day of January, 1926 :

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

ARTICLES OF ASSOCIATION OF THE LABUGAMA RUBBER ESTATE, 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 Labugama Rubber Estate, 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 Seven hundred and fifty thousand (Rs. 750,000), divided into 75,000 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 arrangement 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, 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 two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call; and each Shareholder shall pay the amount of every call so made to the persons and at the time and place appointed by the Directors.

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 Shareholders 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 repayment of capital, or both, or any 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 of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the resolutions could have been effected without it.

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

61. Any requisition so made shall express the object of the Meeting proposed to be called, shall be addressed to the Directors, and shall be sent 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 time as the Shareholders convening the meeting may themselves fix.

62. Any Shareholder may, on giving not less than five 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 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 case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

78. The parent or guardian or curator of an infant Shareholder, the committee or other legal guardian or curator of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator of any deceased Shareholder, or any one of such persons as aforesaid, if more than one, shall not be entitled to vote in the place of such infant, lunatic, female, or deceased 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 Labugama Rubber Estate, 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 Three thousand rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be Messrs. F. H. Layard of Colombo, E. W. Keith of Kandy, and E. W. Ellis of Puwakpitiya, who will join the Board after allotment. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

89. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, or 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 tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own wilful act or default.

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

DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

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

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 thereof shall have a casting vote in addition to his vote as a Director.

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

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

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

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

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

- (1) Of all appointments (a) of officers and (b) committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.
- (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.
- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of all General Meetings of the Company.
- (6) Of all resolutions and proceedings of all meetings of the Directors.
- (7) Of all resolutions and proceedings of all meetings of 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 Gordon Frazer and 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 as 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, provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

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

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

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

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

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

145. 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 notices 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 conveyed 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 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

J. G. MOORE, Colombo.

F. F. ROE, Colombo.

A. W. HARRISON, Colombo.

M. J. HARDING, Colombo.

R. J. HARTLEY, Colombo.

O. P. MOUNT, Colombo.

E. C. FORD, Colombo.

Witness to the above signatures, this Fifteenth day of January, 1926 :

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

The Indo-Ceylon Trading Company, Limited.

NOTICE is hereby given that the Second Annual General Meeting of the Shareholders of the Company will be held at the registered office of the Company, No. 14, Baillie street, Fort, Colombo, on Friday, January 22, 1926, at 5 P.M.

Business.

1. To consider the report of the Directors and accounts to August 31, 1925.
2. To declare a dividend.
3. Election of Directors.
4. Election of Auditors.
5. Any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from January 25 to February 1, 1926, both days inclusive.

By order of the Board of Directors,

M. C. RAJU,
Manager.

Colombo, January 15, 1926.

**The College of Music, Limited.
(In Liquidation.)**

NOTICE is hereby given that at the Final General Meeting of Shareholders of the above-named Company, this convened and held at the office of the Liquidator, No. 249, Galle road, Mt. Lavinia, on Saturday, January 16, 1926, at 1 P.M., the following resolution was unanimously passed, viz. :—

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

No. 249, Galle road, Mt. Lavinia. A. J. SIEBEL,
Liquidator.

Negombo Planter's Coconut Oil and Desiccating Company, Limited.

A SPECIAL General Meeting of the Shareholders of the Negombo Planters' Coconut Oil and Desiccating Co. Ltd. will be held at the registered office of the Company in Main street, Negombo, on Friday, February 26, 1926, at 2 P.M., to receive the Liquidator's report and accounts.

TUDOR RANESINGHE,
Liquidator.

January 15, 1926.

The Glasgow Estate Company, Limited.

NOTICE is hereby given that the Thirty-fifth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, January 30, 1926, at 11 A.M.

Business.

1. To receive the reports of the Directors and the accounts for the twelve months ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 23 to 30, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, January 22, 1926. Agents and Secretaries.

The Agra Ouvah Estates Company, Limited.

NOTICE is hereby given that the Thirty-fourth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, January 30, 1926, at 11.15 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1925.

2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from January 23 to 30, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, January 22, 1926. Agents and Secretaries.

The Maha Uva Estate Company, Limited.

NOTICE is hereby given that the Thirty-third Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, January 30, 1926, at 11.45 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from January 23 to 30, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, January 22, 1926. Agents and Secretaries.

The Upper Maskeliya Estates Company, Limited.

NOTICE is hereby given that the Thirty-fourth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, January 30, 1926, at 12 noon.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 23 to 30, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, January 22, 1926. Agents and Secretaries.

The High Forests Estates Company, Limited.

NOTICE is hereby given that the Thirty-first Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, January 30, 1926, at 11.30 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice has been given.

The Transfer Books of the Company will be closed from January 23 to 30, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, January 22, 1926. Agents and Secretaries.

The Kalutara Company, Limited.

NOTICE is hereby given that the Thirtieth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 2, Queen street, Fort, Colombo, on Saturday, February 6, 1926, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 23 to February 6, 1926, both days inclusive.

By order of the Directors,

WHITTALL & Co.,

Colombo, January 22, 1926. Agents and Secretaries.

The Uva Rubber Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Princhestreet, Fort, Colombo, on Tuesday, February 2, 1926, at noon, when the following resolutions, which were passed at the Extraordinary General Meeting of this Company held on January 18, 1926, will be submitted for confirmation as special resolutions:—

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 of portion of them, or of any of them, or the winding up of the Company, every Shareholder shall have one vote for every share held by him.”

By order of the Board,

Lewis Brown & Co., Ltd.,

Colombo, January 20, 1926. Agents and Secretaries.

Auction Sale under Mortgage Decree entered in Case No. 17,127, D. C., Colombo.

A Property at Karagampitiya in Dehiwala.

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Friday, February 12, 1926, at 5 P.M. at the spot:—An undivided $\frac{1}{2}$ of all that defined $\frac{8}{30}$ part of Talgahawatta and of the building, trees, and plantations standing thereon, situated at Karagampitiya under the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; containing in extent 32 perches.

For further particulars apply to Messrs. Van Cuylenburg & de Witt, Proctors and Notaries, Colombo, or to me—

A. V. PERERA,

Auctioneer and Broker.

115, Hulftsdorp, Colombo.

Auction Sale under Mortgage Decree in Case No. 16,015, D. C., Colombo.

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Saturday, February 13, 1926, at 4.30 P.M. at the spot:—All that divided portion of land called Kosgahawatta marked lot K, being a divided portion of lot A which is itself a subdivided portion of lot 221 in registration plan No. bearing Municipal assessment Nos. 530 and 531B and street No. 288, Pamankada-Cotta road, situated at Wellawatta, within the Municipal limits of Colombo; in extent 27.20 perches.

For further particulars apply to Messrs. Van Cuylenburg & de Witt, Proctors and Notaries, Colombo, or to me—

A. V. PERERA,

Auctioneer and Broker.

115, Hulftsdorp, Colombo.

Auction Sale under Primary Mortgage Decree in Case No. 13,071, D. C., Colombo.

A Valuable Property at Indibadde in Moratuwa.

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Thursday, February 11, 1926, at 4.30 P.M. at the spot:—All that portion of land bearing lot No. 7, together with the trees and buildings standing thereon, out of all those three contiguous portions of land called Gorakagahanda, Gorakagahanatta, and Kutugastuduwehatta, situated at Indibadde in Moratuwa; in extent 1 acre 3 roods and $10\frac{1}{100}$ perches.

For further particulars apply to C. S. A. Perera, Esq., Proctor and Notary, Colombo, or to me—

A. V. PERERA,

Auctioneer and Broker.

115, Hulftsdorp, Colombo.

Auction Sale under Mortgage Decree.

Upstairs Building at Jambugasmulla, Gangodawila about $\frac{1}{4}$ of a Mile from the Railway Station, Nugegoda.

BY virtue of the commission issued to me in action No. 18,639 of the District Court of Colombo, for the recovery of the amount of the primary mortgage decree, I shall sell by public auction all that allotment of land called Millagahawatta, with all the buildings and plantations thereon, situated at Gangodawila in the Palle pattu of Salpiti korale, in extent 1 acre and $33\frac{68}{100}$ perches, on Saturday, February 13, 1926, at 5 P.M. at the spot.

For further particulars please apply to W. R. Jayawardena, Esq., Proctor and Notary, Colombo; or to me—

60, Belmont street,

H. J. F. RODRIGO,

Colombo, January 22, 1926. Auctioneer and Broker.

Auction Sale under Mortgage Decree in D. C., Colombo, No. 16,059.

A Valuable property at Kanduboda in the Adikari Pattu of Siyane Korale in the District of Colombo, Western Province.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction at the spot on Saturday, February 27, 1926, at 4 P.M. the following property:—

An undivided $\frac{1}{2}$ part of all that land called Kandubodawatta together with the buildings, mills, plantations, and trees standing thereon, situated at Kanduboda in the Adikari pattu aforesaid; and bounded on the north by field and high ground formerly belonging to James Samaradiwakara, on the east by Mukalanawatta now belonging to Proctor Pieris, on the south by high road,

and on the west by the drain of the land belonging to Don Girigoris; containing in extent about 17 acres more or less.

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

15, Hufstdorp, E. EDMUND DE SILVA,
Colombo, January 20, 1926. Commissioner and Auctioneer.

Auction Sale under Mortgage Decree.

The entire Stock-in-Trade, Effects, Goods, Chattels, Furniture, Fittings, and a Valuable Safe, now lying at Shop bearing Assessment No. 41, Third Cross Street, Pettah, Colombo, and an Albion Motor Lorry 30 h.p. in Perfect Condition.

UNDER the commission issued to me, in case No. 18,718 of the District Court of Colombo, I shall sell at the spot, the above-mentioned movables on February 13, 1926, at 3 P.M.

For further particulars please apply to T. K. H. Deen, Esq., Proctor and Notary, or to me—

B. D. AMT,

Auctioneer, Broker, and Commissioner.

Office: 86, Dam street.

Tel.: 2570.

Auction Sale under Mortgage Decree in Case No. 11,599 of the District Court of Kalutara.

BY virtue of the commission issued to me for the recovery of the sum of Rs. 2,000, with legal interest and costs of suit Rs. 194.37, I shall sell by public auction, at the respective spots, on Saturday, February 27, 1926, commencing at 2.30 P.M., the following properties, to wit:—

1. An undivided $\frac{1}{2}$ share of the soil and of all the trees, an undivided $\frac{1}{10}$ share of the soil and of the soil share trees and of the planter's share of the 1st, 2nd, and 3rd plantations, and the boutique house built on the side of the road, together with the planter's share of the 16 coconut trees standing around the same of the land called Uswatta alias Janamawatta, at Adagantota in Bentota of the Bentota-Walallowiti korale, Galle District; containing in extent about 2 acres.

2. The soil and trees of and the tiled house standing on the allotment No. 5 of the land called Madinapitiyawatta, situated at Adagantota aforesaid; and containing in extent about 1 rood.

For further particulars please apply to me—

P. D. F. PERERA,

Panadura, January 17, 1926.

Auctioneer.

Auction Sale under Mortgage Decree in Case No. 11,626 of the District Court of Kalutara.

BY virtue of the commission issued to me in the above case for the recovery of the sum of Rs. 500, with legal interest and costs of suit Rs. 117.30, I shall sell by public auction at the respective spots on Saturday February 20, 1926, commencing at 2.30 P.M., the following properties, to wit:—

1. An undivided $\frac{1}{2}$ share of the $\frac{1}{2}$ share of the land called Othareykumbura, situated at Millewa, in the Udugaha pattu of Rayigam korale, Kalutara District; and containing in extent about 8 acres.

2. An undivided $\frac{1}{2}$ share of the $\frac{1}{2}$ share of the field called Owilanekumbura, situated at Millewa aforesaid; and containing in extent about 8 acres.

3. An undivided $\frac{1}{2}$ share of the $\frac{1}{2}$ share of the field called Gallakumbura, situated at Millewa aforesaid; and containing in extent about 4 acres.

4. An undivided $\frac{1}{2}$ share of the $\frac{1}{2}$ share of the land called Millagahawatta, situated at Millewa aforesaid; and containing in extent about 8 acres.

For further particulars please apply to—

P. D. F. PERERA,

Panadura, January 17, 1926.

Auctioneer.

Auction Sale.

In the District Court of Kalutara.

(1) Kottagodage Lucia Silva and husband (2) P. John Silva both of Kuda Aruggoda in Panadura .. Plaintiffs.
No. 12,029. Vs.

Garage Lily Nanda Perera of Kuliapitiya in Yatikalan korale of Katugampola pattu, in the District of Kurunegala, the legal representative of the estate of the late Lamahewage John Perera, deceased .. Defendant.

UNDER and by virtue of the decree entered in the above case and order to sell issued to me for the recovery of the sum of Rs. 941.41, with further interest and costs of suit Rs. 194.37, I shall sell by public auction at the respective spots and under-mentioned time on Saturday, January 30, 1926, the following property mortgaged by the late Lamahewage John Perera upon mortgage bond No. 2,981 dated August 5, 1917, attested by D. T. Senanayaka, Notary Public, to wit:—

At 8 A.M.

(1) An undivided $\frac{1}{5}$ share of the soil and of the trees and plantations of the land called Pothueliyapunchiduwa, situated at Kuda Aruggoda in the Panadura badda of the Panadura totamune, in the District of Kalutara, Western Province; containing in extent 1 acre more or less.

At 8.30 A.M.

(2) An undivided $\frac{1}{5}$ share of the land called Kiripellagahakumbura, situate at Kuda Aruggoda aforesaid; containing in the sowing extent of 3 bushels of paddy more or less.

At 9 A.M.

(3) An undivided $\frac{1}{5}$ share of a portion of Diyaporawalakumbura, situated at Kuda Aruggoda aforesaid; in extent of 1 bushel paddy sowing more or less.

At 9.30 A.M.

(4) An undivided $\frac{1}{5}$ share of the soil and of the trees and plantations of a portion of Kiripellagahawatta, situated at Kuda Aruggoda aforesaid; in extent of 3 roods more or less.

At 10 A.M.

(5) An undivided $\frac{1}{5}$ share of a portion of the land called Gorakagahawatta alias Thappekotuwa, situated at Kuda Aruggoda aforesaid; in extent of $1\frac{1}{2}$ acre more or less.

At 10.30 A.M.

(6) An undivided $\frac{1}{5}$ share of the soil and of the remaining trees and plantations of Katukurunduwatta excluding planter's share, situated at Kuda Aruggoda aforesaid; in extent 12 acres more or less.

At 11 A.M.

(7) An undivided $\frac{6}{10}$ of a portion of Ambagahawatte-paulakumbura at Kuda Aruggoda aforesaid; in the sowing extent of a land 1 bushel of paddy.

At 11.30 A.M.

(8) An undivided $\frac{1}{2}$ share of the soil, trees, and plantations and of the buildings standing thereon of Napiritte-watta or Kanatta at Kuda Aruggoda aforesaid; in extent of 1 rood and 24 perches.

For further particulars please apply F. A. C. Trimanne, Proctor, Supreme Court, Panadura, or to me—

T. M. RUBERU,

Panadura, December 24, 1925.

Licensed Auctioneer.

Auction Sale.

In the Negombo Town—A Spacious and Comfortable Dwelling-house, away from the Cypriots, Noise and Dust, yet close to the Station, Churches, Schools and Convents.

ON orders received from the District Court of Negombo in Curator case No. 217, we shall offer for sale by public auction at the spot at 4 P.M. on Wednesday, February 10, 1926:—

The land called Taladuwa estate, situate at 1st Division Kurana, within the Gravets and in the District of Negombo, Western Province; containing in extent 5 acres 2 roods and 19 perches, together with the substantial tiled house standing thereon.

This property lies a few fathoms off the Taladuwa road, with right of way (cart road) there from adjoining Dr. Leembruggen's bungalow. It is fully planted with coconut trees in bearing and there is much scope for improvement. Further particulars from P. D. F. de Croos, Esq., Proctor, Supreme Court, and Notary, Negombo, or

Negombo, January 19, 1925. M. P. KURERA & Co., Auctioneers.

Auction Sale.

In the District Court of Matara.
(Insolvency case No. 27, D. C., Matara.)

By virtue of the powers vested in me in the above case as assignee of the estate of Mr. C. F. S. Holms (insolvent) of Matara, I shall sell by public auction the following property surrendered by him on Saturday, February 6, 1925, commencing at 2 P.M., at the residence occupied by the insolvent, bearing assessment No. 2,460, situated at Welwariya, Matara:

The Property referred to.

No.	Name of Article.
1	1 all American bus, tools and accessories, viz.:
	(a) 1 jack and handle
	(b) 5 gears
	(c) 2 gear levers.
	(d) 1 ditto box
	(e) 1 dirving box shaft
	(f) 1 cylinder head
	(g) 3 ditto gaskets
	(h) 4 inner and outer break bands
	(i) 1 horn
	(j) 3 lamps
	(k) 1 side-mirror (glass cracked)
	(l) 2 funnels
	(m) 1 Darrack driving shaft
	(n) 3 petrol cans
	(o) 2 punches
	(p) 1 connecting rod
	(q) 1 wheel-cup spanner
	(r) 4 engineer's spanners.
	(s) 4 files
	(t) 3 box spanners
	(u) 1 box nuts
	(v) 1 box bolts and nuts
	(w) 1 box washers
	(x) 1 box plugs (second hand)
	(y) 4 arm spindles
2	1 Adler car, tools and accessories, viz.:
	(a) 1 jack
	(b) 4 adjusting spanners
	(c) 4 engineers' ditto
	(d) 1 valve lifter
	(e) 1 cold chisel
	(f) 3 lamps
	(g) 2 car cushions
	(h) 2 files
3	1 Darrack car chassis and parts
4	1 lot Argile car chassis engine deferential
5	1 lot ditto motor bicycle parts
6	1 lot ditto Ford bicycle parts and tools
7	1 wind screen
8	5 iron rings
9	2 motor tyres (second hand)
10	8 springs
11	8 iron bucket-seats
12	2 door shutters
13	4 motor car stands
14	5 zinc ventilators
15	1 blacksmith table
16	1 zinc-roofed garage
	<i>Furniture.</i>
17	1 dining table
18	10 old chairs
19	1 dealwood plate almirah
20	2 wall racks
21	1 camp bed
22	1 cane chair

No.	Name of Article.
23	1 canvas chair
24	1 settee
25	1 flower vase stand with vases
26	3 stools
27	2 teapoys
28	1 writing desk
29	1 mangowood almirah
30	1 dealwood clothes almirah
31	5 wall pegs
32	1 old bentwood chair
33	11 pictures
34	1 small cane chair
35	1 looking glass and table
36	2 hurricane lamps
37	2 towel-horses
38	2 hanging lamps
39	1 curtain and iron rod
40	1 picture frame
41	1 zinc bath
42	1 basin
43	1 book case
44	1 dealwood table
45	1 washing stand

The conditions of sale will be made known before the sale.

N. W. JAYAWARDENE,
Matara, January 15, 1926. Assignee.

Auction Sale.

In the District Court of Ratnapura.

In the matter of the intestate estate of Weligepola Gamarallaye Dingirihamy of Wiyalagoda; deceased.

No. 765.

NOTICE is hereby given that under and by virtue of a commission issued to me by the District Judge, Ratnapura, in the above-named action the under-mentioned lands will be sold by public auction on February 6, 1926, at 9 A.M., at the Village Tribunal, Kendangomuwa.

D. C. P. GUNESERUPA,
Ratnapura, January 8, 1926. Commissioner.

Lands referred to.

1. An undivided 15/16 share of Nawalakahena, situated at Wiyalagoda in Kuruwiti korale; bounded on the north by Egalehena, east by Halpandeniya, south by Heenhamigehena, west by ganga; containing in extent about 10 acres.

2. An undivided 15/16 share of Owitigamarallayewatta, situated at Wiyalagoda in Kuruwiti korale; bounded on the north by Kapugewatta, east by Gamagewatta-agala and Hindurangalawatta, south by Setuhamy Velvidanahitina-watta, and on the west by Horataligewatta; containing in extent about 2 acres.

3. An undivided 10/24 share of Heelwelilyadda, situated at Wiyalagoda in Kuruwiti korale; and bounded on the north by Divaldepela, east by Medapitiyewatta, south by Punchinaidege Heelweliyadda, and on the west by ela; containing in extent about 12 lahas of paddy sowing.

4. An undivided 10/24 share of Kundasalehena, situated at Wiyalagoda aforesaid; bounded on the north by Welipiyannagahahena, east by Kankanamalayehena, south by Gooneramagahena, and on the west by Nawatahena and Gulana; containing in extent about 6 acres.

Application for Enrolment as an Advocate.

I, BUDDHA KORALAGE BENEDICT EMERSON SENEVIRATNE of The Sanitarium, Nugegoda, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of Ceylon to be admitted and enrolled an Advocate of the said Hon. Court.

The Sanitarium, BEN. E. SENEVIRATNE,
Nugegoda, January 22, 1926.

Application for Enrolment as a Proctor.

I, **ANTONY MARIA DASAN** of Mathagal, Jaffna, presently of Cecilia House, Galle road, Bambalapatiya, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, January 23, 1926.

A. MARIA DASAN.

Application for Enrolment as a Proctor.

I, **DENNISTER VINCENT BALASURIYA** of Kremlin House, Matara, presently of Fulwell, Alfred House avenue, Colpetty, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Alfred House avenue,
Colpetty, January 20, 1926.

D. V. BALASURIYA.

Application for Enrolment as a Proctor.

I, **LIONEL SHELTON KIRTHISINGHE** of Mudaliyar's road, Negombo, presently of Forbes Lodge, Forbes road, Colombo, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said Court.

Forbes, Lodge,
Forbes road, Colombo.

L. S. KIRTHISINGHE.

Application for Enrolment as a Proctor.

I, **JOSEPH EMMANUEL DE CROOS** of St. Damian's, Negombo, presently of Dorville, Barber street, Colombo, do hereby give notice, that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, January 19, 1926.

J. E. DE CROOS.

Application for Enrolment as a Proctor.

I, **FRED JOSEPH VICTOR ABEYESUNDERE** of Villa Lucilla, Galle, presently of Killarney, Colpetty, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Colombo, January 19, 1926. F. J. VICTOR ABEYESUNDERE.

Application for Enrolment as a Proctor.

I, **WICKREMAKALIT STACHIGE DAVID ARIYA-RAPNE** of Matara, presently of No. 17, Stafford place, Maradana, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Hon. the Supreme Court, of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

17, Stafford place, Maradana,
January 20, 1926.

W. D. ARIYARATNE.

Application for Enrolment as a Proctor.

I, **QUINTUS ROMULUS KARUNARATNE** of Neilwood, Inittam road, Dehiwala, shall six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said Court.

Dehiwala, January 19, 1926.

QUINTUS R. KARUNARATNE.

Application for Enrolment as a Proctor.

I, **JOHN BERNARD DE FONSEKA** of Felix Villa, Kalutara, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said Court.

Felix Villa,
Kalutara, January 20, 1926.

J. B. DE FONSEKA.

Application for Enrolment as a Proctor.

I, **BRAKMANAGE JAMES ST. VALENTINE PERERA** of Koskumbura estate, Gonawala, Kelaniya, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Hon. the Supreme Court of the Island of Ceylon to be admitted and enrolled a Proctor of the said Court.

Kelaniya, January 20, 1926. B. JAMES ST. V. PERERA.

Christ Church, Jaffna.

I HEREBY give notice that there will be a meeting of the congregation of this church on Sunday, February 7, after Evensong in the Parish Room for the purpose of electing trustees for the current year.

Christ Church,
Jaffna, January 20, 1926.C. H. VANDENBERG,
Incumbent.**APPLICAIONS FOR FOREIGN LIQUOR LICENCES.**

I hereby give notice that I have on December 21, 1925, applied to the Government Agent, Southern Province Galle, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1925, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule.

Name and address of applicant : Thronis Ramanayake, 36, High street, Galle.

Description of licence or licences applied for : Licence for the sale of rectified spirit.

State whether application is for renewal of existing licence or licences or for a new licence or licences : New licence.

Situation of premises to be licensed : The New Medical Stores, 7, Richmond Hill road, Galle.

T. RAMANAYAKE,
Applicant.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages lying at Messrs. The Ceylon Wharfage Company's premises beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on Tuesday, February 23, 1926, at 1 P.M. Goods must be cleared on or before Friday, February 26, 1926 :—

Entry No. and Date. 1925.	Date of Steamer. 1925.	Steamer.	From	Marks and Numbers.	Number and Description of Packages.
B. 1. WAREHOUSE.					
F 918, Feb. 10	Jan. 26	ss. Amazone	Marseilles	A. P. C. C. upon 1/11	11 cases brandy
F 2196, April 21	Mar. 29	ss. Clan Macinnes	Liverpool	W V B S Around 21/1684	4 bales merchandise
F 2357, April 22	Mar. 26	ss. K'der Nederlanden	China	CH V	1 case merchandise
F 371, May 5	April 16	ss. Sicilia	London	C. A. Hutson & Co., Ltd.	1 parcel verner chest
F 1497, May 15	April 16	ss. Fravenfels	Hamburg	F. St. & Co. upon 672	10 cases condensed milk
F 1918, May 18	April 27	ss. Barenfels	do.	Ranee Bassam upon 0022/4	1 case letter files
F 2043, July 24	July 5	ss. Clan Macfarlane	Liverpool	S C upon J and NJHR	1 case stationery
F 2091, July 24	July 5	do.	do.	Nil	6 bags galvanized pipes connections
F 3207, July 29	July 7	ss. Argun Maru	Japan	C. A. C. upon Ceylon	3 packages Auto tires, tubes
B. 2 WAREHOUSE.					
F 737, July 8	June 24	ss. Ceylon	Gothenburg	A. P. C. C.	1 case advertisement materials
F 1026, July 14	June 27	ss. Wartenfels	Hamburg	Ranee Bassam upon 0022/5	1 case hosiery
F 1424, July 14	June 22	ss. Chantilly	China	F. J. or F. J. S.	1 package brassware
F 1909, Aug. 19	July 28	ss. Trifels	Hamburg	R upon 700	1 case old glass and earthenware
F 2990, Aug. 27	Aug. 11	ss. Wardenfels	do.	Ranee Bassam upon 0022/6 upon 595/6	2 cases letter files

H. M. Customs,
Colombo, January 12, 1926.

C. H. COLLINS,
for Principal Collector.

Sale of Goods.

NOTICE is hereby given that the under-noted packages which have been lying at the Baggage Office beyond the time allowed by law, will be sold by public auction on February 16, 1926, at 1 P.M., unless previously cleared. Goods sold must be cleared on or before February 19, 1926 :—

Date 1925.	S. R. No.	Names.	Vessel.	Number and Description of Packages.
August 7	7,992	Capt. Glendinnes	ss. Leicestershire	1 parcel canvas
August 14	8,111	A. K. Shahib	Talaimannar train	1 parcel
August 15	8,154	Mr. Gilbert Roberts	ss. Orsova	1 parcel
December 11	3,611	P. Vankatasalan Chetty	Madras to Jaffna W. Bill No. 110/87 of August 25, 1925.	

H. M. Customs,
Colombo, January 12, 1926.

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, March 2, 1926, at 1 P.M., unless previously cleared. Goods sold must be cleared on or before Friday, March 5, 1926 :—

Name and Date of Vessel. 1925.	Invoice No. and Date. 1925.	Name of Consignee.	Station.	Number and Description of Goods.
ss. Elgin, November 20	263 November 11	P. Moideen	Cannanore	1 case beedies
Do. November 20	264 November 11	do.	do.	1 case beedies
Do. November 23	267 November 13	K. Mohamed	do.	1 case beedies
Do. November 29	272 November 19	P. Moideen	do.	2 cases beedies
Do. November 29	274 November 20	P. Ahmed	do.	1 case beedies
Do. December 9	288 December 3	Abu Ebrahim & Co.	do.	1 case beedies
Do. December 9	287 December 3	P. Ahamed	do.	1 case beedies
Do. December 9	282 December 3	P. Moideen	do.	3 cases beedies
Serial No. 1524	W. Bill No. 24/16 August 14	M. Hussain Khan	Tinnevely Junction	1 case beedies
Serial No. 1545	W. Bill No. 1/50 August 17	P. S. W. Mari-kar	Salem Town	1 case beedies

H. M. Customs,
Colombo, January 12, 1926.

C. H. COLLINS,
for Principal Collector.

Sale of Produce, Experiment Station, Peradeniya.

THE following produce of the Experiment Station, Peradeniya, will be sold by public auction on Tuesday, January 26, 1926, at 9 A.M., on the spot:—

Coconuts, approximately 7,500 nuts.
Dry coffee.
Cacao refuse.
Firewood.

A deposit of Rs. 50 in case of coconut and Rs. 10 for other produce will be required to be made with the Manager of the Experiment Station by the purchasers of each of the articles purchased. Should any person fail to remove the produce within seven days, inclusive of the date of purchase, such deposits will be forfeited to the Crown. All other deposits will be returned when the articles purchased have been removed.

Payment must be made before delivery.

The produce will be delivered at the Store of the Experiment Station, Peradeniya, where it can be seen by intending purchasers.

The Government reserves to itself the right, without question, of accepting or rejecting the highest offer.

F. A. STOCKDALE,
Peradeniya, January 9, 1926. Director of Agriculture.

Closure of Area for Application Surveys in Western Province.

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

Area No. 1, which includes Negombo and Colombo Districts.

Area No. 2 which includes Kalutara District.

3. Area No. 1 will be closed on February 28, 1926, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again re-opened. This, however, will not preclude applicants from submitting to me for registration, applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 2. Applications for the purchase or lease of Crown land in this area should be forwarded to me as early as possible.

5. The date of closure of No. 2 area will be shortly published.

B. F. PERERA,
January 12, 1926. for Government Agent.

Cotta Road Level Crossing.

NOTICE is hereby given that the railway level crossing on the Nugegoda side of Cotta Road Railway Station (Railway mileage 2 miles 17 chains) will be closed to all vehicular traffic from 11 P.M. on Saturday, January 23, to 6.30 A.M. on Monday, January 25, 1926, to enable repairs to be carried out.

Vehicular traffic will be diverted through Buller's road to Castle street and through Blake road to Borella.

D. McMILLAN,
Acting General Manager.

General Manager's Office.
Colombo, January 18, 1926.

Government Dairy.**Sale of Cattle.**

FIFTY excellent calves and 20 cows will be sold by public auction at the Government Dairy, Narahenpita, on Thursday, February 11, 1926, at 4 P.M.

A. Y. DANIEL & SON,
Auctioneers.

Sale of Timber.

THE under-mentioned timber lying at depôts mentioned below in Northern Division will be sold by public auction on the spot by the Divisional Forest Officer, Northern Division, Jaffna, on the different dates noted against each depôt:—

(a) Kankasanturai Depôt, on Tuesday, February 2, 1926, at 9 A.M.:—

Lot I.—10 rejected satin logs.
Lot II.—10 rejected satin logs.
Lot III.—9 rejected satin logs.
Lot IV.—39 rejected halmilla logs.
Lot V.—14 rejected palu logs.
Lot VI.—6 rejected milla logs.
Lot VII.—17 rejected ranai logs.

(b) Jaffna Depôt, on Wednesday, February 3, 1926, at 9.30 A.M.:—

Lot I.—50 palu logs.
Lot II.—50 satin logs.
Lot III.—1 ranai log.
Lot IV.—1 ton ebony.
Lot V.—8 halmilla logs.
Lot VI.—1 margosa log.
Lot VII.—40 palu posts.

2. The lists of timber are available for inspection at the Divisional Forest Office, Jaffna.

3. Further particulars can be obtained from the Divisional Forest Office, Jaffna.

Conditions.

(a) The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, and no advance of less than 10 cents per cubic foot will be recognized.

(b) The highest bid will accepted, subject to the approval of the Conservator of Forests. The highest bidder will be declared the purchaser, and on being so declared shall sign his name in the register of sale in admission of such purpose and deposit the necessary amount.

(c) Twenty-five per cent. of the bids to be deposited on conclusion of the sale. The balance should be paid within ten days of the intimation of the approval of sale by the Conservator of Forests, when a permit for removal will be issued.

(d) The measurements as recorded by the Divisional Forest Officer must be accepted, but prior to date of auction any prospective bidder is at liberty to check the measurements and to represent any difference promptly.

(e) All timber sold and the full price bid of which has been paid must be removed from the depôt 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 purchaser until removed. A charge of Re. 1 per log per week will be made for any logs not removed within ten days of acceptance of bid. Logs not removed from the depôt within one month will revert to the Crown.

(f) 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 twenty-five per cent. of his bid when so required, and refuse or fail to remove the timber within the time specified in clause (e) above, the lot will again be put 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, which if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

(g) Agents bidding for others will be required to produce written authority from the firm or person for whom they bid; such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

R. M. WHITE,
Acting Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 15, 1926.

Sale of Crown Lands in Colombo.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the under-mentioned Crown lands, together with the buildings thereon, subject to the conditions given below.

2. The tenders, which should be put in separately for each land, will be received at the Colombo Kachcheri until 12 noon, on Thursday, February 25, 1926, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agent that the tender is made *bona fide*.

3. Further information can be obtained on application at the Colombo Kachcheri.

4. The Government Agent reserves the right to reject any or all tenders.

The Kachcheri,
Colombo, January 19, 1926.

R. N. THAINE,
Government Agent.

CONDITIONS REFERRED TO.

(1) The person whose tender is selected by the Government Agent for submission to Government will be required to deposit at once 1/10th of the purchase amount in cash, and should the tender be accepted by Government the balance purchase amount should be paid within one month of the date of receipt by him of the notification of the acceptance of his offer, and in failure thereof the purchase shall be considered void, and the deposit of 1/10th paid on account of the said lands shall be forfeited.

(2) On payment to the Government Agent, within the time specified of the whole of the purchase money, the purchaser shall receive a deed of transfer as soon as may be practicable.

(3) These lands are sold subject to the reservation to the Crown of all right and title to the mines, minerals, plumbago, gold, silver, copper, iron, tin, lead, and other metals, and the ores thereof, and all mineral oil, coal, shale, or other deposit or formation from which mineral oil may be obtained, together with full power of entry for the same respectively, and all other powers and privileges necessary or requisite to prospect for, dig for, or mine, or recover any of the above-mentioned minerals or metals, save and except under a grant or licence expressly obtained from the Crown, and then only subject to the royalties, terms, and conditions in such mining licence or grant contained.

Description of the Lands.

(1) *No. 317, Alutmawata.*—All that divided portion of an allotment of land called Walauwatta, with everything thereon, situated at Alutmawata in Kotahena, within the Municipality of Colombo; bounded on the north-east by the properties of Savariel Abrew, John Perera, and George Fernando, on the south-east by the other portion of the same land, on the south-west by another portion of the same land, now the property of John Perera, Mudaliyar, and on the north-west by Alutmawata road; containing in extent 1 acre and 20 perches according to the plan No. 1,207 dated July 29, 1912, made by H. G. Dias, Licensed Surveyor.

(2) *No. 27, St. James Street.*—All those several allotments of land adjoining each other, now forming one property called and known as Delgahawatta, situated at Alutmawata, within the Municipality of Colombo; bounded on the north and east by the garden of Velandage Elaris Silva and others, on the south and west by the gardens of A. D. A. Seneviratne and Ettige Simon Silva and others, and on the north-west by the garden of Ettige Simon Silva and others; containing in extent 1 rood and 6¼ perches according to plan No. 156 dated December 30, 1901, made by H. G. E. Perera, Licensed Surveyor.

University of London.

Alterations in Syllabuses in Indian Languages for Intermediate and Final Pass Arts Examinations for External Students.
(In and after 1927.)

THE attention of candidates is drawn to the following changes in the Regulations in Indian Languages appearing in the Regulations relating to Degrees in Arts for External Students, dated September, 1925.

1. INTERMEDIATE ARTS EXAMINATION.

The inclusion of Pali in the list of Oriental Languages, one of which may be offered at the Intermediate Arts Examination instead of Latin or Greek, by candidates who are natives of Asia or Africa and who are not of European or American parentage.

2. B.A. PASS EXAMINATION.

The addition of Tamil to the list of subjects that may be taken under Groups I and II.

Indo-Aryan will be counted as two subjects in the case of candidates who offer two combinations of Sanskrit, Pali, and Sinhalese: one subject under Groups I and II, and one under Group IV. Candidates who elect to offer Indo-Aryan as one subject *in lieu* of Latin or Greek must take Sanskrit and Pali.

Note.—The entry of each candidate desiring to take Indo-Aryan must reach this office not later than October 31, and must include full details regarding the particular combination or combinations of Pali, Sanskrit, and Sinhalese it is desired to offer.

No special fee is payable.

The following will be the new Syllabuses and Prescribed books for Indo-Aryan and Tamil:—

Indo-Aryan.

Two papers of three hours each will be set in each of the following languages:—Sanskrit, Pali, Sinhalese.

A candidate must take papers 1 and 2 in one language to be chosen by him, and paper 1 in one other language.

A candidate who offers papers 1 and 2 of Sanskrit with paper 1 of Pali, or papers 1 and 2 of Pali with paper 1 of Sanskrit, as one subject may also offer papers 1 and 2 of Sinhalese with paper 2 of Sanskrit or Pali (whichever he has not already taken) as a second subject.

1. Translation from specified texts with questions on their language and subject-matter; questions on grammar.

2. Translation from specified texts, with questions on their language and subject-matter; translation from unspecified texts; translation from English into the language concerned.

Tamil.

Three papers of three hours each will be set.

1. Translation from specified texts, with questions on their language and subject-matter.

2. Translation from unspecified texts; questions on the history of Tamil literature.

3. Translation from English into Tamil; questions on grammar.

PRESCRIBED TEXTS.

Sanskrit.

1927—Paper 1.—*Manusmṛiti* (Nirnayasagara Press, Bombay) adhyayas 2-3.

Paper 2.—Bohtlingk, *Sanskrit-Chrestomathie*, 3rd ed. (Leipzig, 1909) Rgveda selections 1-15. *Meghaduta*, ed. Hultzsck.

Pali.

1927—Paper 1.—*Iti-vuttaka*.

Paper 2.—*Majjhima-nikaya*, *Mula pannasa*, suttas 1-20, *Visuddhimagga*, chapters 1, 7, and 9.

Sinhalese.

1927—Paper 1.—*Dharma Pradīpika*, p. 201 to the end, being comments 45-205.

Paper 2.—*Epigraphia Zeylanica*, vol. II, pp. 51-53, 60-61, 66-67, 76-78, being transcription in Sinhalese of Plates 10, 11, 12, and 13, respectively. *Kavsilumina*, cantos 11-15: Kokila Sandesa.

Tamil.

1927—Swami Vedachalam, *Pandaikkāṭai-Tamilarumar-yarum* (Pallacaram Madras). N. M. Venkatassami Nattar, *Nakkirar*. Tiru-valluvar Kural, *Arasiyal*, chapters 30-59; *Kamba-Ramayanaṁ*, *Palakandam*, *Mīlalaik-Kūṭipp-palalem*.

Education Office, L. MACRAE,
Colombo, January 13, 1926. Director of Education.

CH/Pukkulama Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. J. B. Radley for a grant in aid of the above school, which is situated in Pitigal korale north, Chilaw District of the North-Western Province.

Observations will be received not later than February 25, 1926.

Education Office, L. MACRAE,
Colombo, January 22, 1926. Director of Education.

G/Paramananda Buddhist Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. C. A. Andris de Silva for a grant in aid of the above school, which is situated at Galwadugoda, Galle District of the Southern Province.

Observations will be received not later than February 25, 1926.

Education Office, L. MACRAE,
Colombo, January 22, 1926. Director of Education.

KG/Yogama Estate Tamil School.

NOTICE is hereby given that the above school, situated on Yogama Group, Kelani Valley District of the Province of Sabaragamuwa, under the management of the Superintendent of the above estate, has been registered as a grant-in-aid school.

Education Office, L. MACRAE,
Colombo, January 22, 1926. Director of Education.

Varany North Vernacular Mixed School.

NOTICE is hereby given that the above school, situated in Thenmaradchy division, Jaffna District of the Northern Province, under the management of Hon. Sir P. Ramanathan, has been registered as a grant-in-aid school.

Education Office, L. MACRAE,
Colombo, January 22, 1926. Director of Education.

Change of Management.

NOTICE is hereby given that Mr. G. Robert de Zoysa has been appointed Manager of the schools mentioned below, in place of Mr. M. U. Moore.

School referred to.

Siddhartha College, Balapitiya.
Boys' Buddhist Vernacular School, Balapitiya.
Girls' Buddhist Vernacular School, Balapitiya.

Education Office, L. MACRAE,
Colombo, January 5, 1926. Director of Education.

Change of Management.

NOTICE is hereby given that Rev. J. A. Ewing has been appointed Manager of the schools mentioned below, in place of Rev. D. W. Abayaratne.

Schools referred to.

KG/Warakapola Girls' Vernacular School.
NG/Ganegoda Girls' Vernacular School.

Education Office, L. MACRAE,
Colombo, December 17, 1925. Director of Education.

Change of Management.

NOTICE is hereby given that the Hon. Mr. T. M. Saba Rutnam has been appointed Manager of the school mentioned, during the absence of Mr. N. Kanagasingham from the Island:—

School referred to.

Vadamaradchy Central English School, Point Pedro.

Education Office, L. MACRAE,
Colombo, January 16, 1926. Director of Education.

Change of Management.

NOTICE is hereby given that Mr. H. D. C. Gunasekera, Homagama, Aturugiriya, has been appointed an Manager of the school mentioned below, in place of Mr. T. C. Perera.

School referred to.

C/Aturugiriya Girls' Vernacular School.

Education Office, L. MACRAE,
Colombo, January 16, 1926. Director of Education.

English School-Leaving Certificate Examination, October, 1925.

DETAILED RESULTS.

THE following are the results in detail of the candidates for the above examination. The letter "p" denotes pass, horizontal line "—" failure, and "a" absence:—

Education Office,
Colombo, January 12, 1926.

L. MACRAE,
Director of Education.

Index No.	Writing.	Arithmetic.	English Composition and Language.	English Literature.	Geography.	History.	Bookkeeping.	Shorthand.	Drawing.	Needlework.	Mathematics.	Sinhalese.	Tamil.	Nature Study.	Elementary Science.	Physiology and Hygiene.
1	p	p	p	p	p	p										
2	p	p	p	p	p	p										
3	p	p	p	p	p	p										
4	p	p	p	p	p	p										
5	p	p	p	p	p	p										
6	p	p	p	p	p	p										
7	p	p	p	p	p	p										
8	p	p	p	p	p	p			p							
9	p	p	p	p	p	p										
10	p	p	p	p	p	p										
11	p	p	p	p	p	p										
12	p	p	p	p	p	p										
13	p	p	p	p	p	p										
14	p	p	p	p	p	p										
15	p	p	p	p	p	p										
16	p	p	p	p	p	p										
17	p	p	p	p	p	p			p			p				
18	p	p	p	p	p	p					p	p				
19	p	p	p	p	p	p						p				
20	p	p	p	p	p	p			p							
21	p	p	p	p	p	p					p					

Index No.	Writing.	Arithmetic.	English Composition and Language.	English Literature.	Geography.	History.	Bookkeeping.	Shorthand.	Drawing.	Needlework.	Mathematics.	Sinhalese.	Tamil.	Nature Study.	Elementary Science.	Physiology and Hygiene.
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Index No.	Writing.	Arithmetic.	English Composition and Language.	English Literature.	Geography.	History.	Bookkeeping.	Shorthand.	Drawing.	Needlework.	Mathematics.	Sinhalese.	Tamil.	Nature Study.	Elementary Science.	Physiology and Hygiene.
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Index No.	Writing.	Arithmetic.	English Composition and Language.	English Literature.	Geography.	History.	Bookkeeping.	Shorthand.	Drawing.	Needlework.	Mathematics.	Sinhalese.	Tamil.	Nature Study.	Elementary Science.	Physiology and Hygiene.
1287	p	p	p	p	p	p	p									
1288	p	p	p	p	p	p	p									
1289	p	p	p	p	p	p	p									
1290	p	p	p	p	p	p	p									
1291	p	p	p	p	p	p	p									
1292	p	p	p	p	p	p	p									
1293	p	p	p	p	p	p	p									
1294	Absent.															
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1296	p	p														
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1300	p	p	p			p										
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1309	p		p		p											
1310	p			p												
1311	p	p				p										
1312	p			a												
1313	p	p	p	p	p											
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1327	p		p			p										
1328	p	p	p	p	p	p										
1329		p		p	p	p										

Foot-and-Mouth Disease.

WHEREAS by proclamation dated January 5, 1926, published in the *Government Gazette* No. 7,506 of January 8, 1926, the premises bearing assessment No. 2, situated at Staples street, Slave Island, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from January 7, 1926.

A. M. FERNANDO,
Acting Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, January 18, 1926.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Elimeda, tulana No. 10, in Eppawela korale, in the North-Central Province: I do hereby declare under section 5 (1) of the Ordinance No. 25 of 1909, that the said tulana is an infected area.

The boundaries of the revenue division of tulana No. 10.

W. D. GODSALL,
The Fachcheri, for Government Agent.
Anuradhapura, January 16, 1926.

Rinderpest.

WHEREAS rinderpest exists in the villages of Tenagama and Etgalmulla in West Giruwa pattu 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 Arauwela.
- West.—Pahala Beligalla and Kandanama.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

December 29, 1925.

Rinderpest.

WHEREAS rinderpest exists in the villages of Mandaduwa and Buddiyagama in West Giruwa pattu of Hambantota District: It is hereby proclaimed, under the provisions of sections 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 are:—

- Mandaduwa and Euddiyagama.
- North.—Kapugampota and Wettambuwwa.

South.—Bedigama and Mulgirigala.
West.—Ittadembaliya.
East.—Wekamulla.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

January 5, 1926.

Rinderpest.

WHEREAS rinderpest exists in the villages of Moraketiara and Mawella in west Giruwa pattu 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.

This proclamation shall take effect from the date hereof.

Boundaries of the area referred to are:—

Moraketiara and Mawella.

North.—Deduwawala.

South.—Sea.

West.—Nakulugamuwa east and Kudawellekele east.

East.—Sinimodara and sea.

HARRY O. JAYAWARDANA,
Mudaliyar, West Giruwa Pattu.

January 5, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the road from Tangalla to Ambalantota between the eastern limit of Tangalla Sanitary Board and Walawe-ganga is closed to all cattle traffic for a further period of ten days from January 7, 1926.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 12, 1926.

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 further period of ten days from January 8, 1926.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 12, 1926.

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 ten days from January 10, 1926.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 12, 1926.

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 January 5, 1926.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 12, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the road from Ranna to Wiraketiya is closed to all cattle traffic for a further period of ten days from the date hereof.

R. M. M. WORSLEY,
Assistant Government Agent.

The Kachcheri,
Hambantota, January 12, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Wiraketiya-Dammulla road and Wiraketiya-Walasmulla road are closed to all cattle traffic for a period of ten days from the date hereof.

R. M. M. WORSLEY,
Assistant Government Agent.
The Kachcheri,
Hambantota, January 12, 1926.

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 the date hereof.

R. M. M. WORSLEY,
Assistant Government Agent.
The Kachcheri,
Hambantota, January 15, 1926.

Rinderpest.

I, RICHARD ARTHUR GRINDALL FESTING, Government Agent of the Province of Uva, by virtue of the powers vested in me by section 7 (1) of Ordinance No. 25 of 1909, do hereby proclaim that the road from Wellawaya to Tanamalvula shall be opened to all cattle and animal traffic from the date hereof.

R. A. G. FESTING,
Government Agent.
Badulla, January 14, 1926.

Rinderpest.

I, RICHARD ARTHUR GRINDALL FESTING, Government Agent of the Province of Uva, by virtue of the powers vested in me by section 7 (1) of Ordinance No. 25 of 1909, do hereby proclaim that the road from Wellawaya to Pottuvil shall be opened to all cattle and animal traffic from the date hereof.

R. A. G. FESTING,
Government Agent.
Badulla, January 14, 1926.

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

Closing of Toddy Tavern.

NOTICE is hereby given that it is proposed to close the toddy tavern at Kōddaikallar, in Eruvil Porative pattu, from July 1, 1926; and the question of its abolition or retention will be finally decided by the Excise Advisory Board of the Batticaloa District at the meeting to be held at the Batticaloa Kachcheri on March 1, at 1 p.m.

The Board invites any persons interested in the matter to put forward any representations they may have to make

either in favour of retention or abolition. Such representations may be made in writing or orally. Written representations should reach me before 12.30 p.m. on March 1, and any persons wishing to make their representations orally to the Board should be present at the Kachcheri before 1 p.m. on the date of the meeting.

C. V. BRAYNE,
Government Agent.
The Kachcheri,
Batticaloa, January 6, 1926.

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 19, 1926.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Date and Time of Sale : Tuesday, February 2, 1926, at 8 a.m.

Promises No.	Street.	Quarter and Year.	Property Seized.	Place of Sale.
143 '2 143/3-4	Dematagoda road	3rd quarter, 1925	1 large size wall clock, 6 bentwood chairs, 1 nadun easy chair	Municipal Council Stores, Darley road

Date and Time of Sale : Tuesday, February 2, 1926, at 8.30 a.m.

699/45	Urugodawatta	3rd quarter, 1925	4 nadun chairs, 1 nadun settee	Municipal Council Stores, Darley road
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NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 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 Municipal Council of Colombo, in terms of the 140th clause of the 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 at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office,
Colombo, January 19, 1926.G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Date of Sale : February 12, 1926.

Promises No.	Street.	Quarter and Year.	Time of Sale. A.M.
4134/74	Mutwal	1st quarter, 1925, to 3rd quarter, 1925	8.30

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office on December 12, 1925, at 1.15 p.m., pursuant to notice dated December 7, 1925.

Present:—Mr. T. B. Russell, Chairman; Mr. D. G. Goonewardene, M.B.E.; the Hon. Mr. H. M. Macan Markar, M.L.C.; Mr. D. W. Subasinghe; Mr. J. E. Perera; Mr. D. I. Durham; Mr. C. L. Wickramasinghe; and Dr. E. P. Aserappa.

1. The Minutes of the General Meeting of November 14, 1925, a copy thereof having been furnished to each Member, were taken as read and confirmed.

2. Before taking up the business for the day, the Chairman moved the following vote of condolence:—We the Municipal Council of Galle, desire with humble duty to offer to His Majesty the King and the Royal Family our deepest sympathy on the death of Her Majesty Queen Alexandra. The motion was passed in silence, all the Members standing.

3. Pursuant to notice, Mr. D. G. Goonewardene, M.B.E., moved—That in the opinion of this Council the time has now arrived to stop golfing on the existing Links outside the Fort and in the Park, owing to the inconvenience and danger caused thereby to the public in general, and that the Chairman do take the necessary steps to stop such golfing as from January 1, 1926. Mr. D. W. Subasinghe seconded.

The Hon. Mr. H. M. Macan Markar, M.L.C., supported the motion, but suggested that the time should be extended till the end of June. The Chairman suggested that the Golf Club should be allowed the use of the Links until the Gintota Links were ready for playing on.

Mr. J. E. Perera said that the Gintota Links would be ready for playing on by the middle of 1926.

The mover and seconder accepted the Hon. Mr. H. M. Macan Markar's suggestion and amended his motion accordingly, substituting the word "July" for "January."

The motion as amended was put to the Meeting and carried unanimously.

4. Letter No. 15/15,961 of November 30, 1925, from the Hon. the Colonial Secretary, forwarding draft of by-laws prohibiting the use of certain roads by motor omnibuses.—Resolved that the by-laws be approved, and that motor omnibus traffic be prohibited on the following roads:—Abeysondere road, Bope road, Bope Cross road, China Gardens roads, Circular road from its junction with Hirimbura road to its junction with the Uduagama road, Cripp's road, Custom's road, Dickson road, Donald Jansz road, Elliott road, Esplanade road, the Fort roads, Hall road, Havelock road, Hirimbura Cross road, Hume road, Jail road, Kandewatta road, Kong tree road, Kumbalwella road, Market road, Morris road, Pettigalawatta road, Richmond Hill road, Sea street, Steele road, Talapitiya road, Talbot Town roads, Templar road, Ukwatta road, and Ward street.

5. Galle water supply : report of Mr. W. M. Thyne.—Resolved to forward a copy of the report to Government with reference to the application made to Government in March for a grant out of the surplus balances of the Colony, and to forward a copy each to the Director of Public Works and to the Hon. Mr. C. W. W. Kannangara.

6. Electric lighting scheme : cost of extensions to Mahamodera, Elliott road, and Dewatta.—Resolved (a) that the extension to Mahamodera bridge, at a cost of Rs. 2,680, be approved ; (b) the extension to Dewatta to be deferred ; (c) that the extension along Elliott road, terminating at Mahinda College, at a cost of Rs. 3,600, be sanctioned.

7. Letter No. 4,956 of December 9, 1925, from the Director of Public Works, inquiring whether the Council desires to invite quotations in India and Ceylon for supply of certain materials required for the electric light scheme.—Resolved (1) to call for quotations for the material required ; (2) to ask the Director of Public Works for a statement as to when the scheme will be completed.

8. Application from Mr. L. Ludowyk, Head Clerk and Accountant, for three months' leave from January 7, 1926, prior to retirement from service.—Resolved (1) that the leave be granted ; (2) that the Chairman make the necessary arrangements for his work to be done by the other officers, and that a temporary clerk be employed if necessary.

The following extracts from the Minutes of the Standing Committees were laid before the Council.

9.—*Extracts from the Minutes of the Standing Committee on Municipal Works of November 14, 1925.*

(4) Report of the Superintendent of Works on the piling of road metal.—(1) Considered. (2) Recommended that the formation of metal depôts suggested by the Superintendent of Works be approved.

(5) (a) Estimate of Rs. 800 for building a kitchen at the Infectious Diseases Hospital, Dadalla.—Recommended.

(6) Application from the proprietor of the Britannia Picture Palace to erect two advertisement boards.—Recommended (a) that the proposed sites be not approved ; (b) that permission be granted to erect one board on the site of the demolished buildings in the bazaar, and the other board in front of the Municipal cart shed, on payment of a fee of Rs. 150 per annum ; (c) that Messrs. Walkers & Clark, Spence & Co. be asked to pay a fee of Rs. 100 per annum for their notice board erected at the entrance to the Fort.

(7) To recommend employment of a gardener at Rs. 20 per mensem and a cooly at Rs. 15 per mensem for Victoria Park.—Recommended that they be employed for twelve months.

10.—*Extracts from the Minutes of the Standing Committee on Law and General Subjects of November 14, 1925.*

(2) To consider the proposed by-laws specifying the date for the submission of the Annual Budget.—Recommended that the by-laws be adopted.

Resolution.

Resolved that the recommendations of the Standing Committees be adopted.

11. The following documents were laid on the table :—

(1) Statement of receipts and disbursements to end of November, 1925.

(2) Progress report of works done on estimates during November, 1925.

(3) Report of the Inspector of vehicles on carriages plying for hire during November, 1925.

(4) Diaries of (a) the Medical Officer of Health ; (b) the Superintendent of Works ; and (c) the Manager, Health Department.

Confirmed :

The Municipal Office,
Galle, January 9, 1926.

T. B. RUSSELL,
Chairman.

Minutes of Proceedings of a Special Meeting of the Municipal Council of Galle held in the Municipal Office on December 12, 1925, immediately after the General Meeting of the Council, pursuant to notice dated December 7, 1925, to consider finally the Budget for the Year 1926, in accordance with the provisions of Section 98 of Ordinance No. 6 of 1910.

Present :—Mr. T. B. Russell, Chairman ; Mr. D. G. Goonewardene, M.B.E. ; the Hon. Mr. H. M. Macan Markar ; Mr. D. W. Subasinghe ; Mr. J. E. Perera ; Mr. D. I. Durham ; Mr. C. L. Wickramasinghe ; and Dr. E. P. Aserappa. The Chairman moved that the Council do go into Committee to consider the Budget for 1926. Mr. D. G. Goonewardene, M.B.E., seconded.—Carried.

A Budget containing (a) an estimate of the available income, (b) details of proposed expenditure, as printed and published in the *Government Gazette* No. 7,493 of October 23, 1925, was laid before the Council in Committee.

The Chairman mentioned the following amendments which should be made in the Budget since it was considered by the Four Standing Committees, giving the reasons for each amendment :—

Name of Vote.	Proposed Expenditure.		Amendment.	
	From	To	From	To
	Rs.	Rs.	Rs.	Rs.
A.—Non-effective Charges—				
Item 1.—Pensions	5,001	6,326		
C.—Health Department—				
(b) Conservancy :				
Item 23.—Coolies	11,553	12,155		
D.—Works Department—				
(a) Recurrent :				
Item 39.—Improvements to Victoria Park	1,000	1,500		

The amendments were agreed to, and the Council in Committee considered seriatim the items under the different heads.

When Council resumed the Chairman formally moved that the Budget as amended be adopted ; and that the taxes proposed to be levied for 1926 under the Municipal Councils Ordinance, 1910, and enumerated on page 3 of the Draft Budget be imposed and enforced. Mr. D. W. Subasinghe seconded.—Carried.

Confirmed :

The Municipal Office,
Galle, January 9, 1926.

T. B. RUSSELL,
Chairman.

HEADS OF REVENUE.	Estimated Receipts to Revenue, December 31, 1925.		HEADS OF REVENUE.	Estimated Receipts to Revenue, December 31, 1925.	
	Rs.	c.		Rs.	c.
F.—SLAUGHTER-HOUSES.					
28. Slaughtering fees ..	1,750	0..	1,765	8	
29. Pounding and feeding fees ..	2,500	0..	2,631	46	
	4,250	0	4,396	54	
G.—CONSERVANCY.					
30. Conservancy fees ..	24,000	0..	25,662	25	
H.—MARKETS.					
31. Fish market ..	3,000	0..	2,890	15	
32. Fish auction shed ..	7,000	0..	12,840	37	
33. Meat market ..	1,000	0..	1,992	0	
34. Green market ..	8,000	0..	7,793	36	
35. Fruit market ..	3,072	0..	3,072	0	
36. Offal market ..	100	0..	196	0	
37. Fort market ..	200	0..	220	0	
38. Dewate market ..	435	0..	436	0	
39. Kaluwella market ..	200	0..	132	50	
	23,007	0	29,572	38	
I.—RENTS.					
40. Pavilion ..	150	0..	76	0	
41. Encroachments ..	1,120	0..	1,074	50	
42. Fruit trees, &c. ..	660	0..	769	89	
43. Boutiques ..	2,000	0..	3,808	0	
44. Grazing ..	500	0..	519	0	
45. Motor Bus Stand ..	3,000	0..	577	50	
46. Sundries ..	100	0..	274	13	
	7,530	0	7,099	2	
J.—CEMETERY.					
47. Burial fees ..	275	0..	304	0	
K.—WATER.					
48. House service connections ..	50	0..	563	34	
49. Sale of water ..	2,500	0..	2,405	75	
50. Rent of meters ..	280	0..	296	60	
	2,830	0	3,265	69	
L.—MISCELLANEOUS.					
51. Government grant in aid for Police ..	25,000	0..	25,000	0	
52. Interest ..	1,500	0..	11,255	19	
53. Sale of street sweepings ..	160	0..	160	0	
54. Registration of dogs ..	450	0..	639	0	
55. Sundries ..	1,500	0..	3,004	15	
	28,610	0	40,058	34	
Total Revenue ..	265,322	0	296,176	13	

HEADS OF EXPENDITURE.	Estimated Expenditure, 1925.		Supplementary Budget, 1925.		Disbursements to December 31, 1925.	
	Rs.	c.	Rs.	c.	Rs.	c.
A.—NON-EFFECTIVE CHARGES.						
1. Pensions ..	5,001	0	—	—	5,000	62
2. Temporary increases to pensioners ..	530	0	—	—	529	80
3. Annuity, waterworks ..	3,500	0	—	—	3,500	0
4. Interest and sinking fund sanitary improvement loan ..	2,255	0	—	—	2,255	0
5. Interest and sinking fund new waterworks loan ..	9,000	0	—	—	9,000	0
6. Interest, electric lighting loan ..	6,750	0	—	—	6,750	0
	27,036	0			27,035	42
B.—ADMINISTRATION CHARGES.						
7. Chairman ..	1,000	0	—	—	1,000	0
8. Personal emoluments ..	44,396	0	—	—	44,271	27
9. Allowances ..	6,746	0	121	0	6,866	0
10. Collectors' commission ..	8,580	0	—	—	8,336	4
11. Collectors' allowance ..	720	0	—	—	720	0
12. Audit fee ..	1,250	0	—	—	1,250	0
13. Rent ..	745	0	45	0	909	50
14. Printing and Stationery ..	3,000	0	—	—	2,365	41
15. Telephones ..	360	0	—	—	360	0
16. Uniforms ..	400	0	—	—	326	55
17. Contingencies ..	1,000	0	—	—	1,014	88
	68,197	0			67,419	65
C.—HEALTH DEPARTMENT.						
<i>(a) Sanitation.</i>						
18. Infectious diseases ..	500	0	—	—	51	55
19. Rat destruction ..	2,000	0	—	—	1,409	63
20. Upkeep Infectious Diseases Hospital and Segregation Camp ..	500	0	—	—	614	0
21. Contingencies ..	300	0	—	—	73	73
	33,000	0			2,148	91

HEADS OF EXPENDITURE.	Estimated Expenditure, 1925.		Supplementary Budget, 1925.		Disbursements to December 31, 1925.	
	Rs.	c.	Rs.	c.	Rs.	c.
<i>(b) Conservancy.</i>						
22. Coolies	11,076	0	—	—	11,476	73
23. Hire of bulls	8,100	0	—	—	7,846	0
24. Carts	250	0	100	0	321	0
25. Buckets	3,000	0	—	—	105	0
26. Disinfectants and coir dust	1,650	0	—	—	1,544	43
27. Upkeep of night soil depôt	500	0	—	—	193	80
28. Contingencies	600	0	—	—	427	90
	25,176	0			21,914	86
<i>(c) Scavenging.</i>						
29. Coolies	9,798	0	—	—	9,103	85
30. Hire of bulls	9,720	0	—	—	9,388	42
31. Carts	250	0	—	—	39	0
32. Contingencies	300	0	—	—	274	63
	20,068	0			18,805	90
D.—WORKS DEPARTMENT.						
<i>(a) Recurrent.</i>						
33. Maintenance of roads	25,000	0	—	—	24,354	90
34. Maintenance of culverts and drains	4,000	0	—	—	3,986	13
35. Maintenance of bridges	2,000	0	—	—	1,967	75
36. Maintenance of buildings	2,000	0	—	—	2,082	67
37. Maintenance of Victoria Park and public seats	1,500	0	500	0	1,940	80
38. Clearing canals	1,500	0	—	—	1,421	27
39. Watering streets	1,500	0	—	—	1,039	80
40. Carts	250	0	200	0	405	47
41. Tools	500	0	—	—	481	7
42. Contingencies	1,000	0	—	—	683	10
	39,250	0			38,362	96
<i>(b) Extraordinary.</i>						
43. Road rollers	1,000	0	—	—	686	50
44. Retaining wall, Keppu-ela	2,200	0	—	—	1,577	50
45. New carts	1,000	0	395	0	1,395	0
	4,200	0			3,659	0
E.—WATERWORKS.						
46. House service connections	50	0	—	—	29	21
47. Maintenance of service roads	750	0	—	—	745	87
48. Maintenance of buildings	100	0	—	—	5	60
49. Maintenance of reservoir	1,160	0	—	—	701	10
50. Maintenance of mains	1,000	0	—	—	882	84
51. Tools	150	0	—	—	7	30
52. Contingencies	750	0	300	0	1,017	17
	3,960	0			3,389	9
F.—MUNICIPAL COURT.						
53. Municipal Magistrate	500	0	—	—	500	0
54. Council's lawyer	1,500	0	—	—	1,500	0
55. Legal expenses	200	0	—	—	235	89
	2,200	0			2,235	89
G.—MARKETS.						
56. Coolies	162	0	—	—	162	0
57. Contingencies	150	0	—	—	122	20
	312	0			284	20
H.—SLAUGHTER-HOUSES.						
58. Cooly	150	0	—	—	150	0
59. Grass	1,500	0	—	—	1,242	40
60. Contingencies	25	0	—	—	—	—
	1,675	0			1,392	40
I.—CEMETERY.						
61. Coolies	300	0	—	—	300	0
62. Upkeep of cemetery	50	0	—	—	—	—
	350	0			300	0
J.—STREET LIGHTING.						
63. Coolies	1,620	0	—	—	1,630	96
64. Oil, lamps, &c.	8,500	0	—	—	7,775	42
	10,120	0			9,406	38

HEADS OF EXPENDITURE.	Estimated Expenditure, 1925.		Supplementary Budget, 1925.		Disbursements to December 31, 1925.	
	Rs.	c.	Rs.	c.	Rs.	c.
K.—MISCELLANEOUS.						
65. Attendance Officer Town schools ..	423	0	—	—	105	75
66. Inspector of Vehicles ..	180	0	—	—	165	0
67. Upkeep of town clock ..	250	0	—	—	230	87
68. Fire protection ..	100	0	—	—	—	—
69. Seizure of stray dogs ..	300	0	150	0	430	50
70. Seizure of stray cattle ..	400	0	—	—	337	20
71. Vagrants ..	250	0	—	—	106	30
72. Refunds ..	300	0	300	0	579	23
73. Cart plates, &c. ..	600	0	—	—	428	75
74. Contribution to maintenance of Police ..	25,000	0	—	—	25,000	0
75. Contribution to Galle Friend-in-need Society ..	300	0	—	—	300	0
76. Contribution to Galle Police Band ..	600	0	300	0	900	0
77. Contingencies ..	500	0	—	—	1,052	23
78. Acquisition of land, bazaar ..	35,000	0	—	—	4,792	71
79. Reassessment of properties ..	5,000	0	—	—	3,802	50
80. Alterations to Markets ..	1,225	0	2,476	0	3,700	32
81. Motor Bus Stand ..	1,400	0	—	—	—	—
82. Office and Stores, Infectious Diseases Hospital ..	1,500	0	—	—	1,496	43
83. Improvements of Hume's road ..	1,000	0	—	—	992	70
84. Improvements of Morris road ..	750	0	—	—	728	53
85. Widening approach road to Fort ..	—	—	1,572	0	1,571	7
86. Extension to bazaar urinal ..	—	—	400	0	399	48
87. Ricksha Stands ..	—	—	200	0	198	80
	75,078	0			47,318	37
Total Expenditure ..	280,922	0	7,059	0	243,673	3

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 Galle, in terms of section 137 of Ordinance No. 6 of 1910, for arrears of rates due on premises, and for the period mentioned in subjoined schedule, will be sold by public auction, at the place and the time therein mentioned, unless in the meantime the amounts of the rates and costs duly paid.

The Municipal Office, Galle, January 18, 1926. **ARTHUR ARNDT**, Secretary.

SCHEDULE.

Date, Time, and Place of Sale : February 20, 1926, at 1 p.m., at the Municipal Office.

Galupiadada Ward.

Premises No. Quarter and Year. Property seized.
910, Galupiadada .. 1st quarter, 1925 .. 1 easy chair.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 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 Municipal Council of Galle, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of assessment rates due on the premises mentioned in the subjoined schedule for the 3rd quarter, 1925, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the assessment rates and costs be duly paid.

The Municipal Office, Galle, January 18, 1926. By order, **ARTHUR ARNDT**, Secretary.

SCHEDULE.

Time of Sale : To commence at the first-named Premises at 7 a.m. each Day.

Fort Ward.

Thursday, February 18, 1926.

No. 65, Pedlar street.

Kaluwella Ward.

Friday, February 19, 1926.

Bazaar, Nos. 173, 248; Kaluwella, Nos. 62, 144, 150, 228A, 229B, 237; Kumbalwella, Nos. 106A, 106B, 153, 182; Dangedera, Nos. 9, 11, 18, 270A, 279A, 305, 310, 328, 329, 342, and 343.

Galupiadada Ward.

Saturday, February 20, 1926.

Galupiadada, Nos. 21, 56, 109, 202, 202B, 258, 264, 264C, 265, 272, 273D, 273E, 273F, 276C, 277A, 278, 303A, 303B, 317, 324, 325, 398, 400, 442, 478, and 478A.

Monday, February 22, 1926.

Ettiligoda, Nos. 3, 4, 4D, 4H, 11, 12, 14A, 51B, 54A, 61, 68, 83, 89A, 91, 93B, 99, 506A; Dewature, Nos. 4, 39, 45, 47, 82c, 88, 126, 183A; Makuluwa, Nos. 19 and 23A.

Tuesday, February 23, 1926.

Dangedera, Nos. 42G, 109, 117, 117C, 131, 151, 151A, 165; Galupiadada, Nos. 535, 536, 545, 546, 597, 601H, 622A, 624, 629, 714, 757, 770A, 772, 794E, 794G, 822C, 844C.

Wednesday, February 24, 1926.

Galupiadada, Nos. 648, 658, 676A, 699A, 858, 859, 864, 865, 877B, 886, 939, 969, 977, 984, 1002, 1025; Makuluwa, Nos. 33, 35, 37, 40; Circular road, No. 10.

Thursday, February 25, 1926.

Dewatte, Nos. 16F, 16G, 16K, 96, 97, 98, 100, 101, 102, 103, 151, 152, 167, and 169.

Friday, February 26, 1926.

Tangalamulla, Nos. 10, 11, 57, 68; Katugoda, Nos. 19, 121, 122, 184, 215, 228A, 243, 244.

Saturday, February 27, 1926.

Ettiligoda, Nos. 184, 187, 238, 290, 307, 316, 382, 451A, 590; Miliduwa, Nos. 93, 106, 107.

Hirimburra Ward.

Monday, March 1, 1926.

Dangedera, Nos. 51, 115A, 146, 174, 412B, 486, 508C, 594, 625; Talgahahena, Nos. 70, 101, 154, 163; Madawa'mulla, Nos. 10, 141, 169, 174; Alapalawa, Nos. 15 and 46.

Tuesday, March 2, 1926.

Maitipe, Nos. 505, 560, 577, 611, 614, 639, 666, 670A, 723, 724, 739, 844, 849F, 849G, 853, 854, 879A, 971, 972.

Wednesday, March 3, 1926.

Hirimburra, Nos. 218, 248, 293, 311, 312, 318, 319, 393, 395; Miliduwa, Nos. 1032 and 1116.

Kumbalwella Ward.

Thursday, March 4, 1926.

Kaluwella, Nos. 28, 34, 41A, 41B, 55, 64, 91, 102, 105A, 110, 129A, 179K, 179L, 179N, 180A, 196, and 197.

Friday, March 5, 1926.

Kaluwella, Nos. 201, 204A, 233, 233A, 238, 251, 252, 279, 279A, 281, 282, 283, 283A, 285, 285B, 287B, 289, 290, 293, 293A, 301, 301A, 302, 303, 305, 306, and 316.

Saturday, March 6, 1926.

Galuwadugoda, Nos. 4, 51, 53, 57, 86, 87, 91, 178, 182, 205, 237, 252, 287, 288, and 289.

Monday, March 8, 1926.

Ossengoda, Nos. 4, 16, 26, 27, 28, 39, 44, 55, 67, 68, 70, 74, 147, 186, 188, 189, 194, 196, 197, 205, 223; Kumbalwella, Nos. 36, 37, 80, 119, 125, 134, 135, 138, 139, 146, 146A, 155, and 167.

Tuesday, March 9, 1926.

Bope, Nos. 6, 24, 34, 39, 40, 44, 46, 48, 56, 57, 58, 59, 66, 73, 81, 102, 105, 134, 139, 150, 151, 152, 163, 168, 179, 184, 191, 203, 209, 210, and 224.

Wednesday, March 10, 1926.

Bope, Nos. 225, 228, 230, 239, 252, 261, 268, 278, 279, 308, 309, 313, 316, 319, 321, 325, 327, 341, 343, 354, 366, 368, 378, 391A, 393, and 398.

Thursday, March 11, 1926.

Kandewatte, Nos. 27A, 84, 87, 88, 144A, 183G, and 216.

Friday, March 12, 1926.

Dadalla, Nos. 21, 36, 66F, 174, 176, 198, 312, 387, 421, 424, 476, 551, 573, 582, 645, and 676.

Saturday, March 13, 1926.

Gintota, Nos. 16, 111, 150, 199, 213A, 224, 341, 392, 393, 396, 401, 408, 416, 458A, 467, 468B, and 476.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted:—

*No. 2,128 of April 7, 1925.**John Costa Gonsalves.*

"Improvements in the construction of brooms and brushes."

Abstract.—In the manufacture of brooms and brushes, the fibres, hairs, or bristles are fixed to a strip of paper or tape by means of an adhesive and the strip is then rolled into a bundle. These bundles are then used in the construction of the brushes.

The claims are:—

1. The use of a strip of paper, tape, or linen for laying the fibres or bristles and rolling into bundle for binding the fibres or bristles together adapted to make brooms and brushes.
2. The use of a strip of paper, tape, or linen having a coat of suitable gum or paste as described adapted to adhere and bind the fibres or bristles and the tape firmly together in such manner that not a single strand of fibre or bristle hair, &c., can come away.
3. The bundles of fibre, hair, or bristles dipped in varnish, tar, or analogous substances to give them additional strength and lasting power.

One sheet of drawings.

*No. 2,162 of December 4, 1925.**Luigi Casale.*

"A process for preparing Methanol, Ethanol, and other oxygenated organic compounds by means of catalytic reactions between carbon monoxide or carbon dioxide and hydrogen or gaseous hydrocarbons."

Abstract.—A mixture of carbon monoxide and/or carbon dioxide with hydrogen and/or hydrocarbons is passed over a catalyst in an apparatus having no movable parts. The kinetic energy necessary to circulate the gases is obtained by allowing the fresh mixture to flow under pressure out of a specially designed nozzle—the stream of fresh mixture entrains that part of the old mixture which has not reacted and causes it to circulate through the apparatus again.

The claims are:—

1. Process for producing Methanol and Ethanol, either isolated or mixed with other oxygenated compounds by means of catalytic reactions between carbon monoxide and hydrogen executed in a closed circuit of apparatus, characterized by the fact that the reacting gases are caused to flow through said closed circuit of apparatus by means of an apparatus having no moving parts and utilizing therein the kinetic energy obtained by transformation of part of the potential energy of the mixture admitted into the circuit under higher pressure than the pressure of the circuit.
2. Means for carrying out the method claimed in claim 1 for obtaining catalytic reactions between compressed carbon monoxide and hydrogen comprising an apparatus similar to an injector, substantially as described and illustrated in the annexed drawings.
3. A method as claimed in claim 1, in which instead of carbon monoxide, carbon dioxide, or a mixture of carbon monoxide and carbon dioxide is used with hydrogen.
4. A method as claimed in claims 1 or 3, in which instead of hydrogen, gaseous hydrocarbons, or a mixture of hydrogen and gaseous hydrocarbons is used.
5. A method for causing compressed gases to circulate through a closed circuit by means of an apparatus having no movable part, reactions, or no reactions taking place between said gases.
6. A method and means for causing compressed gases to circulate through a closed circuit substantially as described with reference to the annexed drawings.

One sheet of drawings.

W. NORMAN RAE,
Registrar of Patents.

TRADE MARKS NOTICES.

NOTE.—In the following list the numbers in the second column denote the number of the "Ceylon Government Gazette" in which the Trade Mark was advertised :—

Trade Marks Registered during the Month of December, 1925.

Trade Mark No.	Gazette No.	Date of Gazette.	Proprietors.	Class.
3,396	7,475	July 24, 1925	S. M. A. Somasundaram Chettiar & Co.	47
3,402	7,489	October 2, 1925	India Flour Mills, Ltd.	42
3,411	7,489	October 2, 1925	Essex Motors	22
3,454	7,489	October 2, 1925	Aiyan Cannu Arumugam Perumal Nadar	45
3,455	7,490	October 9, 1925	James John Wall, Daniel Thomas Richards and John Stirling McIntyre trading as "Leechman & Co."	42
3,456	7,490	October 9, 1925	Interwoven Stocking Company	38

Trade Marks renewed during the Month of December, 1925.

208	5,551	May 20, 1898	Guest, Keen & Nettlefolds, Ltd.	13
217	5,559	June 24, 1898	Bass Ratcliff & Gretton, Ltd.	43
218	5,559	June 24, 1898	do.	43
221	5,559	June 24, 1898	The Red Hand Compositions, Ltd.	1
224	5,564	July 29, 1898	Bernard & Company (Leith Distillery, Limited)	43
225	5,564	July 29, 1898	do.	43
1,289	6,486	January 26, 1912	Lennards, Limited	38
1,304	6,495	March 22, 1912	Austin Reed, Limited	38
1,306	6,496	March 29, 1912	James Branch & Sons, Limited	38
1,326	6,504	May 24, 1912	Stevenson & Howell, Limited	42
1,328	6,505	May 31, 1912	Brand & Company, Limited	42
1,344	6,511	July 5, 1912	Nestle & Anglo-Swiss Condensed Milk Company	42
1,406	6,548	February 14, 1913	Badische Anilin & Sodafabrik	1

Change of Name of Registered Proprietors.

221	5,559	June 24, 1898	Suter Hartmann & Rahtjen's Composition Co., Ltd., name altered to The Red Hand Compositions, Ltd., 48, Fenchurch street, London, E.C. England; Merchants & Manufacturers	1
279	5,667	December 22, 1899	do.	1

Subsequent Proprietors Registered during the Month of December, 1925.

The Name in Italics is that of the former Proprietor.

1,293	6,488	February 9, 1912	Naamlooze Vennootschap Handelsvereniging Udolpho Wolfe Company, Gedempte Glashaven 36, Rotterdam, Holland; Importers of wines and spirits; <i>Udolpho Wolfe Company</i>	3
1,406	6,548	February 14, 1913	Badische Anilin & Soda Fabrik, Ludwigshafen on Rhine, Germany, <i>Custodian of Enemy Property</i>	1

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

191	5,507	October 29, 1897	J. & P. Coates, Limited	23
1,274	6,461	September 8, 1911	Gabriel Gunawardene	48
1,356	6,516	August 9, 1912	Ernest John Wood	6

Registrar-General's Office,
Colombo January 13, 1926.

A. W. SEYMOUR,
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1889" and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised :—

- (1) Trade Mark No. 3,489.
- (2) Date of Receipt : December 17, 1925.

(3) Applicant (Proprietor of the Trade Mark) : ANGLO-PERSIAN OIL COMPANY, LIMITED (a Company incorporated under the laws of Great Britain), Britannic House, Finsbury Circus, London E.C. 2., England; Merchants.

(4) Address for service in the Island : Julius & Creasy, No. 22, Prince street, Fort, Colombo.

(5) Class : Forty-seven.

(6) Goods : Lubricating oils and greases.

(7) Representation of the Trade Mark :

APOC

Registrar-General's Office,
Colombo, January 20, 1926.

A. W. SEYMOUR,
Registrar-General.

LOCAL BOARD NOTICES.

LOCAL BOARD OF MINUWANGODA.

Statement of Probable Revenue and Expenditure of the Local Board, Minuwangoda, for the Year 1926.

REVENUE.	Rs.	c.	Rs.	c.	EXPENDITURE.	Rs.	c.	Rs.	c.
A.—General :—					A.—General :—				
(1) Local taxation—					(1) Salaries—				
(a) Assessment tax ..	1,465	0			(a) Secretary ..	925	0		
(b) Vehicles ..	1,250	0			(b) Kachcheri clerks ..	140	0		
(c) Other local taxes and licences ..	200	0			(c) Engineer ..	—	—		
			2,915	0	(d) Peon ..	180	0		
(2) Refunds—								1,245	0
(a) Carts, &c... ..	550	0			(2) Establishment expenses—				
(b) Liquor ..	155	0			(a) Travelling ..	150	0		
(c) Opium ..	2,227	50			(b) Commission for collecting general revenue ..	73	25		
(d) Other ..	200	0			(c) Assessor's fees ..	109	86		
			3,132	50	(d) Stationery and printing ..	250	0		
(3) Other—					(e) Carts and cart plates ..	40	0		
(a) Fines by court ..	80	0			(f) Audit ..	120	0		
(b) Miscellaneous ..	25	0						743	11
			105	0	B.—Thoroughfares :—				
B.—Thoroughfares :—					(1) Maintenance ..	400	0		
(a) Labour tax ..	640	0			(2) Plants and tools ..	50	0		
(b) Other ..	50	0			(3) Lighting ..	225	0		
			690	0	(4) Commission ..	70	0		
C.—Board lands and buildings :—					(5) Side drains, &c. ..	150	0		
(a) Rent ..	180	0						895	0
(b) Sale of produce ..	164	0			C.—Board lands and buildings :—				
			344	0	(1) Maintenance ..	—	—	600	0
D.—Public health :—					D.—Public health :—				
(a) General fines ..	250	0			(1) General disinfectants ..	150	0		
(b) Scavenging, sale of sweepings ..	150	0			(2) Scavenging—				
			400	0	(a) Wages ..	1,250	0		
Conservancy—					(b) Carts and bulls ..	550	0		
(a) Fees ..	1,000	0			(c) Stores ..	50	0		
(b) Sale of refuse ..	10	0			(d) Maintenance ..	50	0		
			1,010	0				2,050	0
Slaughter-house fees ..	—	—	300	0	(3) Conservancy—				
Markets and galas, market rent ..	920	0			(a) Wages ..	1,000	0		
Boutiques and stall rents ..	985	0			(b) Carts and bulls ..	275	0		
			1,905	0	(c) Stores ..	100	0		
Electric light fees ..	—	—	2,400	0	(d) Maintenance ..	75	0		
E.—Cemeteries ..								1,450	0
					(4) Slaughter-house maintenance ..	—	—	75	0
F.—Dog registration :—					(5) Electric light, working expenses ..	—	—	2,200	0
(a) Fees ..	22	50			(6) Wells ..	—	—	500	0
(b) Sale of collars ..	3	75			E.—Cemeteries :—				
			26	25	(1) Wages ..	—	—	30	0
G.—Weights and measures :—					F.—Dog registration :—				
(1) Fees ..	175	0			(a) Cost of collars ..	5	0		
(2) Fines ..	10	0			(b) Cost of destruction ..	10	0		
			185	0				15	0
H.—Loan account ..					G.—Weights and measures :—				
I.—Interest on bank deposit ..					(a) Fees ..	60	0		
					(b) Other ..	10	0		
Balance on December 31, 1925 ..			13,412	75	H.—Loan account :—			70	0
			13,390	91	Instalment of loan ..	600	0		
					Interest on loan ..	240	0		
								840	0
								10,713	11
					Balance on December 31, 1926 ..			16,090	55
								26,803	66
					Total ..			26,803	66

Statement of Revenue and Expenditure of the Local Board, Minuwangoda, for the Year 1925.

REVENUE.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
General revenue	6,549 41	General expenditure	1,628 57
Thoroughfares	660 45	Thoroughfares	2,485 46
Board lands and buildings	305 80	Board lands and buildings	596 50
Public health	4,481 8	Public health	5,482 44
Cemeteries	—	Cemeteries	30 0
Dog registration	12 0	Dog registration	1 65
Weights and measures	166 84	Weights and measures	70 87
Loan account	—	Loan account	870 0
Miscellaneous	0 6	Miscellaneous	—
	12,575 28		11,165 49
Balance on December 31	12,569 38	Balance on December 31	13,979 17
Total	25,144 66	Total	25,144 66

Cash Statement.

	Rs. c.		Rs. c.
Cash in hand	821 53	Cash book balance at end of 1925	13,390 91
Cash in Kachcheri	12,569 38		
Total	13,390 91	Total	13,390 91

January 15, 1926.

C. H. A. SAMARAKKODY,
Deputy Chairman.

NOTICES UNDER THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1903."

Notice under The Local Government Ordinance, No. 11 of 1920.

Auctioneer and Broker.

THE following person was licensed during the month of December to carry on the trade or business of Auctioneer within the limits of the Panadure Urban District Council Area for the year 1925, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922.

J. Goonewardene, Auctioneer.

A. S. GOONEWARDENE,
Chairman.The Urban District Council Office,
Panadure, January 18, 1926.

ROAD COMMITTEE NOTICES.

Galagedara-Heenabowa Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the under-mentioned estates to make up the private contribution:—

Government contribution	Rs. 2,400 00
Private contribution	Rs. 5,600 00
	Rs. 8,000 00

	Rs. c.		Rs. c.
1st mile	692 50	7th mile	447 0
2nd mile	782 50	7th to 11½ miles	4,042 0
3rd mile	602 50		
4th mile	440 0	Total	8,000 0
5th mile	508 50		
6th mile	485 0		

1st section, 0-1 mile.

Government contribution, Rs. 208·69—Estate contribution, Rs. 483·81—Total acreage, 1,707—Sectional rate, 28342c.—Total rate, 28342c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Dr. Gray	Pamunuwe		
	Group	39 ..	11 5
D. C. Weerasinghe	Tennevatta	27 ..	7 65
W. Madawela	Galagedara	80 ..	22 68

1st to 2nd sections, 2 miles.

Government contribution, Rs. 208·69—Estate contribution, Rs. 573·81—Total acreage, 1,561—Sectional rate, 36759c.—Total rate, 65101c.

Francis J. Holloway	Trafford Hill		
	Group	724 ..	471 33
E. Winter and M.S. Furlong	Majuba Hill	58 ..	37 76
A. Hamilton Harding	Betworth	237 ..	154 29
C. Paranagama	Allugolla	80 ..	52 8
Wijesinghe	Ratalanka	100 ..	65 10
L. B. Malwatugoda	Kandewatta	40 ..	26 4
J. P. B. Weragama	Nagashena	24 ..	15 53

1st to 3rd section, 3 miles.

Government contribution, Rs. 208·69—Estate contribution, Rs. 393·81—Total acreage, 298—Sectional rate, 1·32151c.—Total rate, 1·97252c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
P. B. Ratwatta	.. Meddagoda	45 ..	88	77	
E. Winter	.. St. George	90 ..	177	53	
R. Naide..	.. Dea-ella	20 ..	39	45	
Do. ..	.. Kinigama	23 ..	45	37	

1st to 4th section, 4 miles.

Government contribution, Rs. 208·69—Estate contribution, Rs. 231·31—Total acreage, 120—Sectional rate, 1·92758c.—Total rate, 3·9001c.

E. Winter and Dr. Gray	.. Uduwakanda	98 ..	382	21
J. P. B. Weragama	.. Galdola	22 ..	85	80

5th to 12th section, 7½ miles.

Government contribution, Rs. 417·38—Estate contribution, Rs. 576·12—Total acreage, 400—Sectional rate, 1·44030c.—Total rate, 3·59830c.

Gordon Frazer & Co. (J. C. Pike)	.. Alluta	400 ..	1,439	32
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7th to 12th section, 5½ miles.

Government contribution, Rs. 208·69—Estate contribution, Rs. 238·31—Total acreage, 484—Sectional rate, 49237c.—Total rate, 2·15800c.

D. Amaratunga	.. Kudumeeriya No. 1	24 ..	51	80
H. J. Perera	.. Kudumeeriya No. 2	38 ..	82	0
Dr. Wijenaika	.. Aludeniya	22 ..	47	48

8th to 12th section, 4½ miles.

Government contribution, Rs. 208·69—Estate contribution, Rs. 689·52—Total acreage, 1,431—Sectional rate, 48184c.—Total rate, 1·66563c.

Heirs of Harold Stevenson and Stanley Hillman	.. Meegastenna	425 ..	707	89
D. H. D. Ameratunga and D. W. S. Wijeyasingha..	.. Pussegoda	70 ..	116	60
D. H. D. Ameratunga and H. J. Perera	.. Battuwatta	26 ..	43	31
Stanley Hillman	.. Bogashena	146 ..	243	18
L. A. Ewart (H. Gray)	.. Millagastenna	255 ..	424	74
H. M. Mutu Banda	.. Pallipolla	25 ..	41	64

9th to 12th section, 3½ miles.

Government contribution, Rs. 208·69—Estate contribution, Rs. 689·52—Total acreage, 1,942—Sectional rate, 35505c.—Total rate, 1·18379c.

Gordon Fraser & Co.	.. Coodagala	329 ..	389	47
L. R. Lawton	.. Letchime	127 ..	150	34
A. Sellamootoo	.. Kandamee and Vanilla	55 ..	65	11

10th to 12th section, 2½ miles.

Government contribution, Rs. 521·79—Estate contribution, Rs. 1,723·79—Total acreage, 2,080—Sectional rate, 82874c.—Total rate, 82874c.

Sri Narayana Mudiyanse-lage Ukku Banda	.. Dedunupitiya	21 ..	17	41
J. W. Janis Silva	.. Godatale	95 ..	78	73
Do.	.. Dedunupitiya No. 2	22 ..	18	24
				5,600 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Francis J. Holloway, Chairman of the Local Committee, Trafford Hill Group, Galagedara, on or before February 28, 1926.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, January 11, 1926.

Barnagala-Pen-y-lan-Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate in the district interested in the road, as follows:—

Government moiety	Rs. 1,000·00
Private contributions	Rs. 2,581·50

1st to 3rd section, 2 miles 12 chains.

Total acreage, 7,301—Estates' shares of cost, Rs. 25,815·0
Rate per acre, 35358c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
H. F. C. Phillips	.. Pen-y-lan	1,021 ..	361 1
H. W. Malcomson	.. Kellie Group	2,241 ..	792 37
W. F. Carter	.. Tamaravilly	1,405 ..	496 78
C. A. Laing	.. Malgolla	481 ..	170 7
C. A. Johnson	.. Cattaram	578 ..	204 37
H. F. C. Phillips	.. Dotel-oya	1,575 ..	556 90
Total			2,581 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. H. W. Malcomson, Chairman, Local Committee, on or before February 28, 1926.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, January 11, 1926.

Darrowela-Annfield Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,600·00
Private contributions	Rs. 1,616·00

1st section, 32·85 lines.

Proprietors or Agents.	Estates.	Acreage.
N. G. Campbell	.. Darrowella	697

1st to 2nd section, 1 mile, 17·65 lines.

Carson & Co.	.. Hadley	228
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1st to 3rd section, 1 mile, 32·56 lines.

M. L. Wilkins	.. Invery and Waterloo	513
R. C. Scott	.. Ottery No. 1	243

1st to 4th section, 2 miles, 19·07 lines.

R. C. Scott	.. Ottery (Stamford Hill Division)	141
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1st to 5th section, 2 miles, 31·84 lines.

A. G. Johnstone	.. St. Leys	130
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1st to 6th section, 3·50 miles.

H. B. Daniel (Agent)	.. Annfield	284
Do.	.. Kinloch	121
George Steuart & Co.	.. Roscrea and Dorthea	213
H. M. McLeod..	.. Erismere	170
Vogan Tea Company (Lee Hedges & Co., Agents)	.. Stamford Hill	135
Do.	.. Barkindale	81

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, January 11, 1926.

Ulapane-Riverside Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 1,460.00
Private contributions	Rs. 1,474.60

1st to 2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Mahavilla	321
Do.	Weliganga and Halgolla	204
Messrs. Lee, Hedges & Co. (F. D. Milner)	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65
Korale Estates Co., Messrs. Brooke Bond & Co. and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	Dambagalla	98
Do.	Nugawella	191
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Denmark	150
Tilton Ceylon Tea Estates Co., Ltd., Messrs. Gordon Frazer & Co. (J. H. P. Spurway)	Oolapane	196

3rd section, ½ mile.

The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Mahavilla	321
Do.	Weliganga and Halgolla	204
Messrs. Lee Hedges & Co. (F. D. Milner)	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65
Korale Estates Co., Messrs. Brooke Bond & Co. and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	Dambagalla	98
Do.	Nugawella	191
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	Denmark	150

4th, 5th, and 6th sections, 1½ mile.

Messrs. Lee, Hedges & Co. (F. D. Milner)	Kanapediwatta	527
Vailoo Cangany	Mahugahena	65
Korale Estates Co., Messrs. Brooke Bond & Co. and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	Dambagalla	98
Do.	Nugawella	191

7th, 8th, and 9th sections, 1.32 miles.

Korale Estates Co., Messrs. Brooke Bond & Co. and R. W. Mayo	Riverside	390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	Dambagalla	98
Do.	Nugawella	191

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Padiapellella-Ellamulla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,000.00
Private contributions	Rs. 2,020.00

1st to 4th section, 4 miles.

Proprietors or Agents.	Estates.	Acreage.
The Ceylon Tea Plantations Co. (N. Rayner)	Kabaragala	489

1st to 5th section, 4.89 miles.

The Anglo-American Tea Trading Co., Ltd. (J. T. Afflick)	Mandaranewera	474
Colombo Commercial Co., Ltd. (R. A. Y. Caruth)	Ellamulla Group	704

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Bathford Valley Branch Road (between Dikoya Post Office to Tillyrie Stores).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,900.00
Private contributions	Rs. 2,929.00

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Anglo-Ceylon and General Estate Co.	Darawella	697
Wanarajah Tea Company of Ceylon, Limited	Menikwatta	478
Battalagalla Tea Estates Co.	Hadley	228
Scottish Ceylon Tea Company, Limited	Invery	306
Vogan Tea Company	Stamford Hill	135
Scottish Ceylon Tea Company, Limited	Waterloo	207
H. B. Daniell	Annfield	284
Do.	Kinloch	121
R. C. Scott	Ottery	384
H. M. McLeod	Erlsmere	170
George Steuart & Co.	Roscrea and Dorothea	213
A. G. Johnstone	St. Ley's	130

1st to 3rd section, 3 miles.

Battalagalla Tea Estates Co.	Battalagalla	444
Lanka Tea Estates Co.	Fordyce Group	954
Vogan Tea Estates Co.	Barkindale	81

1st to 4th section, 4 miles.

Chas. Mackwood & Co.	Bathford	220
Hornsey Tea Estates Company, Limited	Hornsey	251

1st to 5th section, 5 miles.

Whittall & Co.	Ingestre	732
Hornsey Tea Estates Company, Limited	Abercainey	222
C. Mackwood & Co.	Berat	227
Mrs. F. A. Davis	Blinkbonnie	223

1st to 7th section, 6.60 miles.

Proprietors or Agents.	Estates.	Acreage.
The Ceylon Tea Plantation Company, Limited	Tillyrie	772
South Wanarajah Co.	Poyston	322
The Robgill Tea Co., Ltd.	Robgill, Singarawatta, and Bon Accord	744

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman,
Kandy, January 11, 1926.

Norwood-Upcot Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 4,900.00
Private contributions	Rs. 4,949.00

1st and 2nd sections, 1½ mile.

Proprietors or Agents.	Estates.	Acreage.
M. Elton Lane	Haloowella	244

1st to 5th section, 3¼ miles.

J. M. Robertson & Co.	Lanka and Craighill	204
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1st to 6th section, 4 miles.

R. Cotesworth	Stockholm	283
Do.	Lower Cruden	194

1st to 7th section, 4½ miles.

Geo. Steuart & Co.	Mahagala	290
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1st to 8th section, 5½ miles.

Geo. Steuart & Co.	Mahanilur	290
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1st to 9th section, 6 miles.

Harrisons & Crosfield, Ltd.	Kincora	245
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1st to 10th section, 6½ miles.

Geo. Steuart & Co.	Gouravilla	706
Ceylon Tea Plantations Co.	Alton	225
Do.	Beaconsfield	168
Geo. Steuart & Co.	Minna	277

1st to 12th section, 7 9/10 miles.

Mackwoods, Ltd.	Scarborough	276
Geo. Steuart & Co.	Ormidale	350
Do.	Anandale	296
Do.	Cleveland	340
Rosehaugh Tea Co.	Caledonia and Meeriacotta	409
Fairlawn Estates Co.	Suriakanda	221
Do.	Fairlawn	297
Do.	Glencoc (Bargany)	208
Scottish Ceylon Tea Co.	Mincing Lane	194
R. J. Austin (George Steuart & Co., Agents)	Ladbrook	208
Ceylon Tea Plantations Co.	Upcot	232
Geo. Steuart & Co.	Strathspey	231
Scottish Ceylon Tea Co., Agents	Blairavon	177

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman,
Kandy, January 11, 1926.

Maskeliya-Cruden Branch Road.

(Maskeliya Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Maskeliya bridge on the 1st mile of the above road, for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 70.00
Private contributions	Rs. 70.70

Proprietors or Agents.	Estates.	Acreage.
Sir Thomas Lipton	Bunyan	298
Do.	Ovoca	255
J. M. Robertson & Co.	Mocha	588
G. B. de Mowbray	Dotale	108
Bois Bros. & Co.	Queensland	281
Whittall & Co.	Bloomfield	262
Do.	Mottingham	258
A. P. Jukes	Dunnottar	187
Colombo Commercial Co., Ltd.	Emelina	205
Whittall & Co.	Brunswick	256
Do.	Caskieben	206
J. M. Robertson & Co.	Midlothian	244
Do.	Deeside	441
Geo. Steuart & Co.	Glenugie	377
Do.	Bargrove	205

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman,
Kandy, January 11, 1926.

Maskeliya-Moray Branch Road.

(Laxapana Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Laxapana bridge on the 34th mile of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 340.00
Private contributions	Rs. 343.40

Proprietors or Agents.	Estates.	Acreage.
A. N. Greig	Laxapana, York, and John's land	866
The Laxapana Tea Co.	Blantyre	239
Do.	St. Andrews	321
G. Johnson	Dalhousie	289
Do.	Situlaganga	143
A. N. Greig	Suluganga	155
E. H. Etches	Forres	387
Uplands Tea Estates Co.	Moray and Vallodolid	461
Do.	Geddes	198
Do.	Corfu	187
Do.	Rajamalle	212
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	848
S. B. Bell	Adam's Peak	742

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman,
Kandy, January 11, 1926.

Brownlow-Luccombe Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the upkeep of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 1,500·00	
Private contributions	Rs. 1,515·00	
1st section, 35·20 lines.		
Proprietors or Agents.	Estates.	Acreage.
Geo. Steuart & Co.	.. Kintyre	.. 288
1st to and section, 66·00 lines.		
Geo. Steuart & Co.	.. Bitterne	.. 169
1st to 3rd section, 86·40 lines.		
Ceylon Land & Produce Co.	.. Rickarton and Leaston	.. 596
Geo. Steuart & Co.	.. Gangawatta	.. 186
C. Hood	.. Kelaniya	.. 351½
1st to 4th section, 127·60 lines.		
Lewis Brown & Co.	.. Mousakele	.. 278
1st to 5th section, 158·40 lines.		
Miss V. N. Hood	.. Ekolsund	.. 305
1st to 6th section, 184·80 lines.		
Lewis Brown & Co.	.. Nyanza	.. 394
1st to 7th section, 204·34 lines.		
Whittall & Co.	.. Rutherford	.. 276
Do.	.. Luccombe and Heathfield	.. 478
Lambert L. Pieris	.. Hapugastenne	.. 606

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Ulapane-Riverside Branch Road.

(Ulapane Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge, situated on 2nd section of the road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 185·00	
Private contributions	Rs. 186·85	
Proprietors or Agents.	Estates.	Acreage.
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	.. Mahavilla	.. 321
Do.	.. Weliganga and Halgolla	.. 204
Do.	.. Denmark	.. 150
Messrs. Lee, Hedges & Co. (F. D. Milner)	.. Kanapediwatta	.. 527
Vailoo Cangany	.. Mahugahena	.. 65
Korale Estates Co., Messrs. Brooke, Bond & Co., and R. W. Mayo	.. Riverside	.. 390
The English and Scottish Co-operative Wholesale Societies and E. L. Godley	.. Dambagalla	.. 98
Do.	.. Nugawella	.. 191

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Maskeliya-Moray Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 1,530·00	
Private contributions	Rs. 1,545·30	
Proprietors or Agents.	Estates.	Acreage.
1st and 2nd sections, 47·46 lines.		
Geo. Steuart & Co.	.. Kintyre	.. 288
Do.	.. Bitterne	.. 169
Ceylon Land & Produce Co.	.. Ricarton and Leaston	.. 596
1st to 3rd section, 64·88 lines.		
A. N. Greig	.. Laxapana, York, and John's land	.. 866
The Laxapana Tea Co.	.. Blantyre	.. 239
Do.	.. St. Andrews	.. 321
C. Johnson	.. Dalhousie	.. 289
Do.	.. Situlaganga	.. 143
A. N. Greig	.. Suluganga	.. 155
1st to 4th section, 117·68 lines.		
E. H. Etches	.. Forres	.. 387
1st to 5th section, 158·40 lines.		
Uplands Tea Estates Co.	.. Moray and Vallodolid	.. 461
Do.	.. Geddes	.. 198
Do.	.. Corfu	.. 187
Do.	.. Rajamalle	.. 212
L. Elwell	.. Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	.. 848
Shaw, Wallace & Co.	.. Adam's Peak	.. 742

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Brownlow-Luccombe Branch Road.

(Flood Damages.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairing flood damages on the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	Rs. 1,350·00	
Private contributions	Rs. 1,383·75	
Proprietors or Agents.	Estates.	Acreage.
Geo. Steuart & Co.	.. Kintyre	.. 288
Do.	.. Bitterne	.. 169
Ceylon Land & Produce Co.	.. Rickarton and Leaston	.. 596
Geo. Steuart & Co.	.. Gangawatta	.. 186
C. Hood	.. Kelaniya	.. 351½
Lewis Brown & Co.	.. Mousakele	.. 278
Miss V. N. Hood	.. Ekolsund	.. 305
Lewis Brown & Co.	.. Nyanza	.. 394
Whittall & Co.	.. Rutherford	.. 276
Do.	.. Luccombe and Heathfield	.. 478
Lambert L. Pieris	.. Hapugastenne	.. 606

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Maskeliya-Cruden Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 2,600.00
Private contributions	Rs. 2,626.00

1st section, 27.68 lines.

Proprietors or Agents.	Estates.	Acreage.
J. M. Robertson & Co.	Glentilt	448
Sir Thomas Lipton	Bunyan	298
Do.	Ovooca	255
G. B. de Mowbray	Dotale	108

1st to 2nd section, 80.48 lines.

Bois Bros. & Co.	Queensland	281
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1st to 4th section, 159.70 lines.

Whittall & Co.	Bloomfield	262
Do.	Mottingham	258
A. P. Juckes	Dunnottar	187
Colombo Commercial Co., Ltd.	Emelina	205
Whittall & Co.	Brunswick	256
Do.	Caskieben	206
J. M. Robertson & Co.	Midlothian	244
Do.	Mocha	588

1st to 6th section, 190.08 lines.

J. M. Robertson & Co.	Deeside	441
Geo. Steuart & Co.	Glenugie	377
Do.	Bargrove	205

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Maskeliya-Moray Branch Road.

(Situla-ganga Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, February 13, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 85.00
Private contributions	Rs. 85.85

Proprietors or Agents.	Estates.	Acreage.
E. H. Etches	Forres	387
Uplands Tea Estates Co.	Moray and Vallodolid	461
Do.	Geddes	198
Do.	Corfu	187
Do.	Rajamalle	212
L. Elwell	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore	848
Shaw Wallace & Co.	Adam's Peak	742

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.
Kandy, January 11, 1926.

Kadugannawa-Gampola Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the road to make up the private contribution, as follows:—

Government contribution	Rs. 2,000
Private contribution	Rs. 5,000

1st and 2nd sections, 2 miles.

Total acreage, 3,328½—Moiety of cost, Rs. 956.22—
Sectional rate, 28728c.—Total rate, 28728c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
N. D. J. de Silva	St. Helens	125	35 92
Edwin C. de Silva	Nuga Ella	81	23 28

1st to 3rd section, 3 miles.

Total acreage, 3,122½—Moiety of cost, Rs. 478.11—
Sectional rate, 15311c.—Total rate, 44039c.

Mrs. E. Warakaulle	Sadikka	88½	38 98
M. B. Panabokka	Medrup	103	45 37
Vanderspaar & Co.	Belungalla	390	171 76

1st to 4th section, 4 miles.

Total acreage, 2,541—Moiety of cost, Rs. 478.11—
Sectional rate, 18815c.—Total rate, 62854c.

M. Babburetty	Mercantile	114	71 66
E. H. de Silva	Paranapitiya	22	13 84

1st to 5th section, 5 miles.

Total acreage, 2,405—Moiety of cost, Rs. 478.11—
Sectional rate, 19879c.—Total rate, 82733c.

Mackwoods, Ltd. (W. J. R. Hamilton)	Winby	1,061	877 80
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1st to 6th section, 5½ miles.

Total acreage, 1,344—Moiety of cost, Rs. 119.45—
Sectional rate, 08887c.—Total rate, 91620c.

W. Jordan	Alpitakande	570	522 24
O. B. Wijesekara	Gadadessa	510	467 27
James P. Fernando	Frankland	264	241 88

7th to 12th section, 5½ miles.

Total acreage, 1,090—Moiety of cost, Rs. 118.50—
Sectional rate, 10871c.—Total rate, 174292c.

R. Foster	Gona Adika	1,015	1,769 7
M. S. Seyado Mohamed Marikar	Leangaha	45	78 44
K. Ukku Banda	Lokuanga	30	52 29

8th to 12th section, 5 miles.

Total acreage, 1,186—Moiety of cost, Rs. 474.30—
Sectional rate, 39991c.—Total rate, 163421c.

S. U. Odayer	Maligatenna	30	49 3
K. P. K. N. Kannappa Chetty	Rannawella	66	107 86

9th to 12th section, 4 miles.

Total acreage, 1,251—Moiety of cost, Rs. 474.30—
Sectional rate, 37913c.—Total rate, 123430c.

K. Perumal Naikar	Dhormapury	30	37 3
M. S. Seyado Mohamed Marikar	Udahena	35	43 21

10th to 12th section, 3 miles.

Total acreage, 1,642—Moiety of cost, Rs. 474.30—
Sectional rate, 28885c.—Total rate, 85517c.

Noor Mohamed	Demoderawatta	40	34 21
F. J. de Saram	Hartfield	143	122 29
Heirs of late J. S. Agar (O. Shelton Agar)	Mt. Temple	208	177 88

11th to 12th section, 2 miles.

Total acreage, 1,675—Moiety of cost, Rs. 948 60—
Sectional rate, 56632c.—Total rate, 56632c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
H. Sam de Silva	Sanda Siri	33	18 69
Total			5,000 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. S. C. Traill, Chairman, Local Committee, Alpitakande estate, Gampola, on or before February 28, 1926.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 18, 1926.

Taluoya-Kirimetiya Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the above road for the private contribution of Rs. 2,400 on the estimate of maintenance amounting to Rs. 3,200 for the year ending September 30, 1926, as follows:—

Government contribution	Rs. 800 00
Estates contribution	Rs. 2,400 00

1st section, 1 mile.

Total acreage, 1,994—Cost, Rs. 640—Sectional rate, 32096c.—Total rate, 32096c.

Proprietors or Agents.	Estates.	Acreage.	Amount. due. Rs. c.
A. Govindasampillai	Narankaduwa	50	16 5
Ramalingampillai	do.	44	14 13
A. P. S. T. Sellambrampillai	do.	43	13 80
A. Salumburam Kangany	do.	21	6 74

1st to 4th section, 3½ miles.

Total acreage, 1,836—Cost, Rs. 1,760—Sectional rate, 95860c.—Total rate, 1 27956c.

H. G. Montgomerie	Kirimetiya	693	886 74
Do.	Old Meddagama	299	382 59
A. M. G. Trotter	Bellwood and Moragala	751	960 95
P. Pelpola	Agallawatta	93	119 0
Total			2,400 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. A. M. G. Trotter, Chairman, Local Committee, Bellwood estate, Galaha, on or before February 28, 1926.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 18, 1926.

Arambakade-Bokkawela Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate in the district interested in the road as follows:—

Government moiety	Rs. 1,000 00
Private contributions	Rs. 4,004 00

1st and 2nd sections, 2 miles.

Total acreage, 2,832—Moiety of cost, Rs. 1,456—
Sectional rate, 50520c.—Total rate, 50520c.

Proprietors or Agents or Superintendents.	Estates.	Acreage.	Amount. Rs. c.
K. B. L. B., and R. B. Girihagama	Uplands	50	25 27

1st to 3rd section, 3 miles.

Total acreage, 2,832—Moiety of cost, Rs. 728—
Sectional rate, 25706c.—Total rate, 76226c.

T. A. Mendis	Gallanawatta	42	32 2
Kalu Duraya	do. and Walatenne	52	39 64

1st to 4th section, 4 miles.

Total acreage, 2,738—Moiety of cost, Rs. 728—
Sectional rate, 26588c.—Total rate, 1 02814c.

J. Ferguson	Maousawa	153	157 31
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1st to 5th section, 5 miles.

Total acreage, 2,585—Moiety of cost, Rs. 728—
Sectional rate, 28162c.—Total rate, 1 30976c.

E. H. Wijenaika	Lilly Valley	69	90 38
G. J. F. Percival	Pathirade	269	352 33
F. C. Theobald	Maylene	140	183 37

1st to 6th section, 5 miles, 29 chains, and 36 feet.

Total acreage, 2,107—Moiety of cost, Rs. 364—
Sectional rate, 17275c.—Total rate, 1 48251c.

G. H. Hall	Tipperary, Fern Hill, and Nova Zembla	320	474 41
K. M. A. Abdul Cader	Lebbe	75	111 20
M. R. Harris	St. Anthony	25	37 7
L. W. A. de Soysa	Bokkawela	107	158 63
J. Ferguson	Morankande	1,580	2,342 37
Total			4,004 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to J. Ferguson, Esq., Chairman, Local Committee, Morankande estate, Galagedara, on or before February 28, 1926.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, January 18, 1926.

Pilikada-Handurukkanda Estate Cart Road.

NOTICE is hereby given that the report of the Local Committee having been received, and a sum of Rs. 3,800 having been voted for improving the cart road from the Kurunegala Waterworks for a distance of one mile, the Provincial Road Committee, in accordance with the provisions of section 19 of the Estate Roads Ordinance, No. 12 of 1902, will on Saturday, January 30, 1926, at 10 A.M., at the Kurunegala Kachcheri, proceed to assess the proportion due by each of the following estates to make up the contribution:—

3rd and 4th sections, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Sir T. E. de Sampayo	Tymphane	12
Mr. D. C. Pedris	Sylvakande	201
K. M. P. R. Ramen Chetty	Walpolakande	79
Mr. O. F. Payne	Handurukkande	575

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. ABEYWARDANE,
Provincial Road Committee's Office, Kurunegala, January 5, 1926. for Chairman.

Liyangahawela-Poonagala Road.

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety of the cost of maintenance of the under-mentioned road from October, 1925, to September, 1926, the Provincial Road Committee, 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 maintenance of the said road as follows:—

LIYANGAHAWELA-POONAGALA ROAD.

Government moiety	Rs. 3,268·00
Private contributions	Rs. 3,333·36

1st section, 1 mile.

Private contributions, Rs. 624·22—Total acreage, 3,418—
Rate per acre, 18·26c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Haputale Co., Ltd.	.. Liyangahawela	533	97 35
J. A. Bell & Co., Ltd.	.. Broughton	433	79 8
Lanka Plantation Co., Ltd.	.. Ampitikanda	322	58 81
Gibson & Co., Ltd.	.. Mahakanda & Malvern	438	79 99
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala group	1,692	308 99
		<u>3,418</u>	<u>624 22</u>

2nd section, 1 mile.

Private contributions, Rs. 624·23—Total acreage, 2,885—
Rate per acre, 21·64c.

J. A. Bell & Co., Ltd.	.. Broughton	433	93 69
Lanka Plantation Co., Ltd.	.. Ampitikanda	322	69 67
Gibson & Co., Ltd.	.. Mahakanda & Malvern	438	94 77
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala group	1,692	366 10
		<u>2,885</u>	<u>624 23</u>

3rd section, 1 mile.

Private contributions, Rs. 624·23—Total acreage, 2,452—
Rate per acre, 25·46c.

Lanka Plantation Co., Ltd.	.. Ampitikanda	322	81 97
Gibson & Co., Ltd.	.. Mahakanda & Malvern	438	111 50
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala group	1,692	430 76
		<u>2,452</u>	<u>624 23</u>

4th section, 1 mile.

Private contributions, Rs. 624·23—Total acreage, 2,452—
Rate per acre, 25·46c.

Lanka Plantation Co., Ltd.	.. Ampitikanda	322	81 97
Gibson & Co., Ltd.	.. Mahakanda & Malvern	438	111 50
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala group	1,692	430 76
		<u>2,452</u>	<u>624 23</u>

5th section, 1 mile.

Private contributions, Rs. 624·23—Total acreage, 2,130—
Rate per acre, 29·30c.

Gibson & Co., Ltd.	.. Mahakanda & Malvern	438	123 37
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala group	1,692	495 86
		<u>2,130</u>	<u>624 23</u>

6th section, 34 miles.

Private contributions, Rs. 212·22—Total acreage, 2,130—
Rate per acre, 9·96c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Gibson & Co., Ltd.	.. Mahakanda & Malvern	438	43 04
Poonagala Valley Ceylon Co., Ltd.	.. Poonagala group	1,692	168 58
		<u>2,130</u>	<u>212 22</u>

Abstract.

	Rs. c.
Liyangahawela	97 35
Broughton	172 77
Ampitikanda	292 42
Mahakanda & Malvern	569 77
Poonagala group	2,201 5
Total	3,333 36

The proprietors, managers, or agents of the several estates are hereby required to pay the above amounts to the Chairman, Provincial Road Committee, Uva, on or before March 15, 1926.

R. A. G. FESTING,
Provincial Road Committee's Office,
Badulla, January 7, 1926.
Chairman.

Branch Road from Koslanda to Poonagala Factory.

NOTICE is hereby given that the Governor, with the advice of the Legislative Council, having agreed to grant a moiety for the cost of maintenance of the under-mentioned road from October, 1925, to September, 1926, the Provincial Road Committee, 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 maintenance of the said road as follows:—

ROAD FROM KOSLANDA BAZAAR TO POONAGALA FACTORY.

Government moiety	Rs. 915·00
Private contributions	Rs. 933·30

1st and 2nd sections, 1 mile.

Private contributions, Rs. 339·38—Total acreage, 1,769—
Rate per acre, 19·19c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
J. M. Robertson & Co.	.. Arnhall	304	58 33
Messrs Bois & Co., Ltd.	.. Macaldeniya	800	153 48
Poonagala Valley Ceylon Co., Ltd., per R. G.	.. Poonagala group	478	91 70
Coombe, Manager	.. Singarawatta	125	23 98
Ramasamy Kangany	.. Ampititenna	62	11 89
P. G. Agostine Silva	.. Ampititenna	62	11 89
		<u>1,769</u>	<u>339 38</u>

3rd and 4th sections, 1 mile.

Private contributions, Rs. 339·38—Total acreage, 1,582—
Rate per acre 21·45c.

J. M. Robertson & Co.	.. Arnhall	304	65 22
Messrs Bois & Co., Ltd.	.. Macaldeniya	800	171 62
Poonagala Valley Ceylon Co., Ltd., per R. G.	.. Poonagala group	478	102 54
Coombe, Manager	.. Poonagala group	478	102 54
		<u>1,582</u>	<u>339 38</u>

5th and 6th sections, ½ mile.

Private contributions, Rs. 254·54—Total acreage, 1,278—
Rate per acre, 19·92c.

Messrs Bois & Co., Ltd.	.. Macaldeniya	800	159 33
Poonagala Valley Ceylon Co., Ltd., per R. G.	.. Poonagala group	478	95 21
Coombe, Manager	.. Poonagala group	478	95 21
		<u>1,278</u>	<u>254 54</u>

<i>Abstract.</i>		Rs.	c.
Arnhall .. .. .	..	123	55
Macaldeniya .. .. .	..	484	43
Poonagala group .. .. .	..	289	45
Singarawatta .. .. .	..	23	98
Ampititenna .. .. .	..	11	89
Total		933	30

The proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Provincial Road Committee, Uva, the above sums on or before March 15, 1926.

R. A. G. FESTING,
Chairman.

Provincial Road Committee's Office,
Badulla, January 7, 1926.

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 the maintenance of the under-mentioned road from October, 1925, to September, 1926, 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 maintenance of the said road, as follows:—

HAPUTALE-DAMBATENNA ROAD.

Government moiety	Rs. 3,450·00
Private contributions	Rs. 3,519·00

1st section, 1 mile.

Private contributions, Rs. 612—Total acreage, 4,219— Rate per acre, 14·50c.			
Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Lanka Tea Plantation Co. Thotulagala .. .. .	..	570	.. 82 68
Ceylon Tea Plantation Co. Pitaratmalie .. .. .	..	1,608	.. 233 26
Lipton, Ltd .. .. .	.. Dambatenna ..	1,535	.. 222 67
Haputale Tea Co. .. .. .	.. Sherwood ..	506	.. 73 39
		4,219	612 0

2nd section, 1 mile.

Private contributions, Rs. 612—Total acreage, 3,713— Rate per acre, 16·48c.			
Lanka Tea Plantation Co. Thotulagala .. .. .	..	570	.. 93 95
Ceylon Tea Plantation Co. Pitaratmalie .. .. .	..	1,608	.. 265 4
Lipton, Ltd. .. .. .	.. Dambatenna ..	1,535	.. 253 1
		3,713	612 0

3rd section, 1 mile.

Private contributions, Rs. 612—Total acreage, 3,713— Rate per acre, 16·48c.			
Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Lanka Tea Plantation Co. Thotulagala .. .. .	..	570	.. 93 95
Ceylon Tea Plantation Co. Pitaratmalie .. .. .	..	1,608	.. 265 4
Lipton, Ltd. .. .. .	.. Dambatenna ..	1,535	.. 253 1
		3,713	612 0

4th section, 1 mile.

Private contributions, Rs. 612—Total acreage, 3,143— Rate per acre, 19·47c.			
Ceylon Tea Plantation Co. Pitaratmalie .. .. .	..	1,608	.. 313 11
Lipton, Ltd. .. .. .	.. Dambatenna ..	1,535	.. 298 89
		3,143	612 0

5th section, 1 mile.

Private contributions, Rs. 612—Total acreage, 3,143— Rate per acre, 19·47c.			
Ceylon Tea Plantation Co. Pitaratmalie .. .. .	..	1,608	.. 313 11
Lipton, Ltd. .. .. .	.. Dambatenna ..	1,535	.. 298 89
		3,143	612 0

6th and 7th sections, ·75 miles.

Private contributions, Rs. 459—Total acreage, 3,143— Rate per acre, 14·60c.			
Lipton, Ltd. .. .. .	.. Dambatenna ..	1,535	.. 224 16
Ceylon Tea Plantation Co. Pitaratmalie .. .. .	..	1,608	.. 234 84
		3,143	459 0

Abstract.

	Rs.	c.
Thotulagala	270 58
Pitaratmalie	1,624 40
Dambatenna	1,550 63
Sherwood	73 39
		3,519 0

The proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Provincial Road Committee, Badulla, the above sums on or before March 15, 1926.

Provincial Road Committee,
Badulla, January 7, 1926.

R. A. G. FESTING,
Chairman.