



# THE CEYLON GOVERNMENT GAZETTE

No. 7,582 — FRIDAY, MAY 20, 1927.

*Published by Authority.*

## PART I.—GENERAL.

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COMBO :

H. ROSS CO. PRINTERS, CEYLON.

## PROCLAMATION BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

L 345/27

### A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS by a Proclamation bearing date May 29, 1894, a tract of forest land, as set forth in the schedule to the said Proclamation and within the limits therein specified and set forth, was, under the provisions of section 19 of "The Forest Ordinance, No. 10 of 1885," declared to be a reserved forest, subject to certain rights:

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

Now know Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by sub-section (2) of section 6 of "The Forest Ordinance, 1907," do hereby direct that the portion of the said land specified and set forth in the schedule hereto shall cease to be reserved as from and after the date hereof:

And We do in all other respects confirm the said Proclamation of May 29, 1894.

Colombo, May 20, 1927.

By His Excellency's command,

A. G. M. FLETCHER  
Colonial Secretary.

GOD SAVE THE KING.

### SCHEDULE.

Those parts of lots J 648, 7987, H 648, G 648, M 648, and 7991 in preliminary plan No. 1,529, included in the following lots in preliminary plan No. 5,918:—

Lot.	Name of Land.	Ext.
3	Serugasangawatta	.. .. .
4	Medapillewa	.. .. .

bounded as follows: north by lot 2 in preliminary plan No. 5,918 called Serugasangahena claimed by the Sucharitaratna of Balapitiya, Dangahakumbura claimed by Sunanda Unnanse and another, T. P. 97,852, mallekumbura *alias* Kadurugahamullekumbura claimed by Sunanda Unnanse and another; east by kumbura *alias* Kadurugahamullekumbura claimed by Sunanda Unnanse and another; south by T. P. 97,850 by Badagomuamukalana, Crown forest reserve (lots 7987 and J 648 in preliminary plan No. 1,529).

Lot.	Name of Land.	Extent, A. R. P.	Lot.	Name of Land.	Extent, A. R. P.
6	Nitiangaroda	.. 0 3 17	11	Kandayayemillagahamullehe	.. 0 3 34
7	Nitiangaowita	.. 0 0 11	17	Do.	.. 0 3 25
8	Wagahamullewatta	.. 1 0 25			
9	Nitiangawatta	.. 0 3 25			
10	Nitianga	.. 0 1 14			

bounded as follows: north by Badagomuamukalana, Crown forest reserve (lot 7987 in preliminary plan No. 1,529) and Boraluwahena claimed by Uduma Lebbe, Arachchi, and others (lot F 648 in preliminary plan No. 1,529); east by T. P. 97,852; south by Ehatugahamullekumbura *alias* Kadurugahamullekumbura claimed by Sunanda Unnanse and another; and west by T. P. 97,850 and Badagomuamukalana, Crown forest reserve (lot 7987 in preliminary plan No. 1,529).

Lot.	Name of Land.	Extent, A. R. P.	Lot.	Name of Land.	Extent, A. R. P.
12	Sirdaragewelikarahena <i>alias</i> Ebrnuwappillewa	.. 3 2 15	15	Pornuwapillew	.. 0 3 30
13	Pornuwapillewa	.. 0 3 24	16	Do.	.. 0 3 30
14	Do.	.. 0 0 34			

bounded as follows: north by T. P. 97,852; east by T. P. 97,852 and Badagomuamukalana, Crown forest reserve (lot 7987 in preliminary plan No. 1,529); south and west by Badagomuamukalana, Crown forest reserve (lot 7987 in preliminary plan No. 1,529).

Situated in the village of Badagomuwa, in Mahagalboda, of Weudawili hatpattu in the District of Kurunegala of the North-Western Provinces.

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

No. 158 of 1927.

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

Mr. V. C. MODDER to act as District Judge, Commissioner of Requests, and Police Magistrate, Nuwara Eliya-Hatton, from May 23 to 26, 1927, during the absence of Mr. G. N. FARQUHAR, or until further orders.

Mr. S. D. KRISNARATNE to act as District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, during the absence of Mr. H. J. L. LEIGH-CLARE, from May 17 to 19, 1927, or until the resumption of duties by that officer.

Mr. R. JONES-BATEMAN to be, in addition to his own duties, Additional District Judge, Kandy, from June 6 to 10, 1927, both days inclusive.

Mr. J. R. WALTERS to be, in addition to his own duties, Additional District Judge, Matara, on May 25, 1927.

Mr. V. L. S. SWAN to act as Commissioner of Requests and Additional Police Magistrate, Colombo, during the absence of Mr. E. G. P. JAYETILEKE, on May 14, 1927, or until the resumption of duties by that officer.

Mr. J. WILMOT PERERA to act as Commissioner of Requests and Police Magistrate, Negombo, during the absence of Mr. L. H. DE ALWIS, on May 23, 1927, or until the resumption of duties by that officer.

Mr. H. GOONEWARDENE to act as Commissioner of Requests and Police Magistrate, Galle, and Municipal Magistrate, Galle, during the absence of Mr. C. E. DE VOS, on May 15, 1927.

Mr. H. GOONEWARDENE to act as Commissioner of Requests and Police Magistrate, Galle, and Municipal Magistrate, Galle, during the absence of Mr. C. E. DE VOS, on May 15 and 17, 1927, or until the resumption of duties by that officer.

Mr. H. GOONEWARDENE to act as Commissioner of Requests and Police Magistrate, Balapitiya, during the absence of Mr. C. E. DE VOS, on May 15 to 18, 1927, or until the resumption of duties by that officer.

Mr. H. GOONEWARDENE to act as Commissioner of Requests and Police Magistrate, Balapitiya, during the absence of Mr. C. E. DE VOS, on May 21 to 29, 1927, or until the resumption of duties by that officer.

Mr. H. GOONEWARDENE to act as Commissioner of Requests and Police Magistrate, Kurunegala, from May 14 to 17, 1927, during the absence of Mr. M. K. T. SANDYS, or until further orders.

Mr. O. SANDYS to act as Additional Commissioner of Requests and Police Magistrate, Kalutara, from May 23 to 26, 1927, or until further orders.

Mr. E. B. WEEBAKOON to act as Police Magistrate and Additional Municipal Magistrate, Colombo, during the absence of Mr. H. P. KAUFMANN, from May 14 to 16, 1927, inclusive, or until the resumption of duties by that officer.

Mr. R. H. D. MANDERS to be, in addition to his other duties, Additional Police Magistrate, Colombo, with effect from May 23, 1927, until further orders.

Mr. B. L. DRIEBERG to be Additional Police Magistrate, Avissawella, on May 24, 1927.

Mr. J. KADRAMATAMBY to act as Additional Police Magistrate, Batticaloa, from May 22 to 28, 1927, inclusive.

Mr. R. R. CROSSETTE THAMBIAH to act as a Crown Counsel from May 11 to 13, 1927, inclusive, and Mr. S. J. C. SCHOKMAN to act as a Crown Counsel from May 14, 1927, until further orders.

Mr. H. A. S. HAMER, Accountant, Ceylon Savings Bank, to act as Secretary on the 26th instant, during the absence on other duty of Mr. K. W. Y. ATUKORALA, or until further orders.

Mr. MAITLAND S. MILNE to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton, in place of Mr. R. GARNIER.

Mr. H. J. M. WICKRAMARATNA to be a Justice of the Peace and Unofficial Police Magistrate for the District of Balapitiya.

Messrs. L. B. DE MEL and C. C. BARRY to be Justices of the Peace and Unofficial Police Magistrates for the District of Ratnapura.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 20, 1927. Colonial Secretary.

No. 159 of 1927.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under section 1 of Ordinance No. 11 of 1884, to appoint the Assistant Controller of Revenue to countersign Crown Grants.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 20, 1927. Colonial Secretary.

No. 160 of 1927.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. TITUS FRANCIS DIAS-ABEYAGUNAWARDENE of the Fort, Matara, to be a Notary Public throughout the judicial division of Matara, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 11, 1927. Colonial Secretary.

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

IT is hereby notified that I have appointed Dr. DON DAVID KARUNARATNE to be Deputy Medical Registrar of Births and Deaths, in the Kandy District of the Government Hospital, Gampola, with effect from May 14, 1927. His office will be at the Civil Hospital, Gampola.

Registrar-General's Office,  
Colombo, May 13, 1927.

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

IT is hereby notified that I have appointed SENADIRAGE DON JOHN to act as Deputy Medical Registrar of Births and Deaths of Puttalam town division, in the Puttalam District of the North-Western Province, for four days from May 11, 1927, during the absence of the Registrar, DEWAGIRIGE DHARMA SENA FERNANDO, on leave. His office will be at the Civil Hospital, Puttalam.

Registrar-General's Office,  
Colombo, May 11, 1927.

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

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

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. DON JAMES HECTOR FERDINANDO to act as Registrar of Births and Deaths of Colombo town No. 2A Division, in the Colombo District of the Western Province, for three days from May 13, 1927, during the absence of the Registrar, Dr. ADOLPHUS SIMON PETER FERNANDO, on leave. His office will be at No. 4/24, Rifle street, Slave Island.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON HENRY PATHMAPERUMA to act as Registrar of Births and Deaths of Waga division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, on May 13, 1927, during the absence of the Registrar, DON ARON PATHMAPERUMA, on leave. His office will be at Bogahawatta in Galagedara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed EDWIN GUNATILAKE to act as Registrar of Births and Deaths of Haltota division, and of Marriages (General) of Munwattelage pattu division, in the Kalutara District of the Western Province, for thirty days from May 17, 1927, during the absence of the Registrar, UNDUGODAGE FRANCIS RODRIGO, on leave. His office will be at Alubogahawatta in Raddegoda; station at Delgahawatta in Milleniya on first and third Fridays of every month.

The Additional Assistant Provincial Registrar, Kandy, has appointed SAMARAKOON MUDIYANSELAGE TIKIRI BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Uda Bulatgama No. 2 Division, in the Kandy District of the Central Province, for twenty-one days from May 5, 1927, during the absence of the Registrar, DINGIRI BANDA SAMARAKOON, on sick leave. His office will be at Ambagamuwa.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed UKKURALA DISANAYAKA to act as Registrar of Births and Deaths of Oyapalata korale division, and of Marriages (General) of Walapané (excluding the portion in gravets) division, in the Nuwara Eliya District of the Central Province, for five days from May 17, 1927, during the absence of the Registrar, DAMBAGOLLEGEDARA APPUHAMY, on leave. His office will be at Ambalamalangawatta in Batagolla.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MAYAKADUWEGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale (excluding the portion in gravets) division, in the Nuwara Eliya District of the Central Province, for five days from May 19, 1927, during the absence of the Registrar, WARAHENE LIYANAGE SUGATADASA DE ALWIS GUNETILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Galle, has appointed EDO TRIMAHAWITANA to act as Registrar of Births and Deaths of Dellawa division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for ten days from May 7, 1927, during the absence of the Registrar, PRIS ABAYGUNAWARDENA, on leave. His office will be at Pahalagedarawatta in Dewalegama.

The Additional Assistant Provincial Registrar, Galle, has appointed MARTINUS CHARLES DE SILVA JAYATILAKA to act as Registrar of Births and Deaths of Ambalangoda town division, in the Galle District of the Southern Province, for five days from May 12, 1927, during the absence of the Registrar, RICHARD FRANCIS WEERASINGHE, on leave. His office will be at the Civil Dispensary, Ambalangoda.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ANDRAYAS RUBASINHA GUNAWARDENA to act as Registrar of Births and Deaths of Neluwa division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for five days from May 13, 1927, during the absence of the Registrar, DON JAMES RUBASINHA GUNAWARDENA, on leave. His office will be at Okandewatta at Batuwangala.

The Additional Assistant Provincial Registrar, Galle, has appointed MAWANANEHEWA JOHN CYRIL DE SILVA to act as Registrar of Births and Deaths of Batapola division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on May 18, 1927, during the absence of the Registrar, MAWANANEHEWA JOHN DE SILVA, on leave. His office will be at Maralagodawatta in Batapola.

The Additional Assistant Provincial Registrar, Galle, has appointed BAMMANNE ARACHCHIGE 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, for six days from May 19, 1927, during the absence of the Registrar, DON HENDRICK DIAS YAPA ABAYAGUNAWARDENA, on leave. His office will be at Dangedarawatta alias Witnagewatta at Kodagoda.

The Additional Assistant Provincial Registrar, Matara, has appointed DAXANOLIS 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 three days from May 18, 1927, during the absence of the Registrar, ROBERT WILLIAM SEPALA RATNAYAKA, on leave. His office will be at Walauwewatta in Bengamuwa.

The Provincial Registrar, Northern Province, has appointed VAYITYANATHAR KANAPATIPPILLAI to act as Registrar of Births and Deaths of Delft division, and of Marriages (General) of Delft division, in the Jaffna District of the Northern Province, for five days from May 7, 1927, during the absence of the Registrar, MICKELPILLAI JOSEPH PILLAINAYAGAM, on leave. His office will be at Star of the Sea in Delft.

The Assistant Provincial Registrar, Jaffna, has appointed PONNAIYA AIYATTURAI to act as Registrar of Births and Deaths of Achchuweli division, and of Marriages (General) of Valikamam East division, in the Jaffna District of the Northern Province, for six days from May 16, 1927, during the absence of the Registrar, SUSAIPELLAI ANANDARAJAH, on leave. His office will be at Karalageveli North.

The Assistant Provincial Registrar, Jaffna, has appointed KATHIRGAMAR VELAYUTAR to act as Registrar of Births and Deaths of Karaichchi division, in the Jaffna District of the Northern Province, for seven days from May 13, 1927, during the absence of the Registrar, KUMARASURIYAR, on leave. His office will be at Karalageveli North.

The Assistant Provincial Registrar, Jaffna, has appointed NAGALINGAM KANAGASINGAM to act as Registrar of Births and Deaths of Vadamaradchi division, in the Jaffna District of the Northern Province, for five days from May 16, 1927, during the absence of the Registrar, SANTIYAPPILLAI DOMINGUPILLAI TAMILSELVAN, on leave. His office will be at Arasadi in Karalageveli North.

The Assistant Provincial Registrar, Jaffna, has appointed Dr. NICODEMUS WILSON to act as Registrar of Births and Deaths of Puttalam division, in the Puttalam District of the Northern Province, for fourteen days from May 17, 1927, during the absence of the Registrar, MARIAPPA CHELLADORE, on leave. His office will be at Arasadi in Karalageveli North.

The Assistant Provincial Registrar, Kegalla, has appointed MUDIYANSELAGE MEDDUMA BANDA to act as Registrar of Births and Deaths of Mawata pattuwa division, and of Marriages (General) of Paranakuru division, in the Kegalla District of the Southern Province, for two days from May 19, 1927, during the absence of the Registrar, MUDIYANSELAGE MEDDUMA BANDA, on leave. His office will be at Mawata alias Hitinawatta in Alawatara.

The Assistant Provincial Registrar, Kegalla, has appointed MUDIYANSELAGE MEDDUMA BANDA to act as Registrar of Births and Deaths of Mawata pattuwa division, and of Marriages (General) of Paranakuru division, in the Kegalla District of the Southern Province, for two days from May 19, 1927, during the absence of the Registrar, MUDIYANSELAGE MEDDUMA BANDA, on leave. His office will be at Mawata alias Hitinawatta in Alawatara.

korale division, in the Kegalla District of the Province of Sabaragamuwa, for seven days from May 13, 1927, during the absence of the Registrar, WALKATURE MUDIYANSELAGE LOKU BANDA, on leave. His office will be at Muttettuwatta in Godigomuwa.

The Assistant Provincial Registrar, Kegalla, has appointed HERAT MUDIYANSELAGE PODIMAHATMAYA to act as Registrar of Births and Deaths of Dehigampal

korale Egodapota pattuwa division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, on May 14, 1927, during the absence of the Registrar, KURUWITA ARACHCHIGE APPUSINNO, on leave. His office will be at Hitinawatta in Imbulana.

Registrar-General's Office, E. R. DE SILVA,  
Colombo, May 14, 1927. Acting Registrar-General.

## GOVERNMENT NOTIFICATIONS.

“THE EXCISE ORDINANCE, NO. 8 OF 1912.”

X 96/27

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of “The Excise Ordinance, No. 8 of 1912,” to appoint Mr. V. Ponnampalam, Chairman, Village Committee, Changanai, to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 18, 1927.

A. G. M. FLETCHER,  
Colonial Secretary.

“THE EXCISE ORDINANCE, NO. 8 OF 1912.”

X 102/27

HIS Excellency the Governor has been pleased, in terms of rule 2 (e) (ii.) of Excise Notification No. 85, to appoint Mr. G. Adams of Yelverton, Badulla, to be a Member of the Excise Advisory Committee for the Badulla Revenue District area for the remainder of the period of three years ending September 30, 1927, vice Mr. H. G. Cornish, who has left the district.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 18, 1927.

A. G. M. FLETCHER,  
Colonial Secretary.

“THE CRIMINAL PROCEDURE CODE (AMENDMENT) ORDINANCE, NO. 31 OF 1919.”

J 183/27

HIS Excellency the Governor has been pleased, under the rules framed under section 327A of “The Criminal Procedure Code, 1898,” to renew the appointment of the following officers of the Salvation Army as Probation Officers for the Judicial District of Colombo :—

Staff Captain Bulner.  
Staff Captain Dharmaratne.  
Commandant Hettiarachy.  
Commandant Thorpe.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 11, 1927.

A. G. M. FLETCHER,  
Colonial Secretary.

G 402/27

APPLICATIONS on form General 187 (F2) from officers in Class II. of the Clerical Service for transfer to the post of Interpreter, Court of Requests, Colombo, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before May 30, 1927.

2. Applicants should be able to interpret in both Sinhalese and Tamil.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 19, 1927.

A. G. M. FLETCHER,  
Colonial Secretary.

IT is hereby notified that the under-mentioned gentleman has passed the examination prescribed under the regulations dated January 11, 1924 :—

### SECOND EXAMINATION.

Name.	Law. Per Cent.	Accounts. Per Cent.	Sinhalese. Per Cent.	Tamil. Per Cent.
Mr. L. J. de S. Seneveratne	—*	75	72	62

\* Exempted—*vide* paragraph 18 (a) of the Minute on Civil Service.

Colonial Secretary's Office,  
Colombo, May 20, 1927.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

## GOVERNMENT CLERICAL EXAMINATION, 1927.

E 35/26

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 August. The next examination will commence on August 23, 1927.

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 August 1, 1904, but not later than July 31, 1910, 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 English 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, Harbour Engineer's 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. Clerks in Government Service (other than members of the Customs, Postal, Survey, Harbour Engineer's or Railway Departments) if 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. Candidates in Government Service who are not eligible under paragraphs 5 and 6 may enter for the Examination under the conditions laid down in paragraphs 2 and 3.

8. Applications should reach the Director of Education not later than 2 P.M. on June 6, 1927. Any applications received after that hour will be rejected.

9. 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 application 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.

10. 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.

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

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

13. 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, Arithmetic, and English Language and Composition. The papers of any candidate failing to obtain two-thirds of the marks allotted for Handwriting and Spelling or half those allowed for Arithmetic or for English Language and Composition 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.

\*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.

## "THE IRRIGATION ORDINANCE, No. 45 OF 1917."

I 17/27

RULE made by the proprietors within the irrigation area of the Soraborawewa Irrigation Work in the District of Badulla, in the Province of Uva, under sections 12 (1) (a) and 16 of "The Irrigation Ordinance, No. 45 of 1917," and approved by His Excellency the Governor in Executive Council in terms of section 19 of the said Ordinance.

Colonial Secretary's Office,  
Colombo, May 18, 1927.

By His Excellency's command,  
A. G. M. FLETCHER,  
Colonial Secretary.

## RULE REFERRED TO.

Rule 3 of the rules for the Irrigation District of Soraborawewa, in the District of Badulla, in the Province of Uva, published by Proclamation dated June 25, 1913, in *Government Gazette* No. 6,569 of June 27, 1913, is hereby revoked, and the following substituted therefor:—

3. The cultivation of Koruppe fields under the Soraborawewa shall be confined to maha, and that of Sorabora fields shall be confined to yala, and the cultivation seasons shall be as follows:—

*Koruppe Fields.*

*Maha.*—From September 1 to November 30 for cultivation and to finish sowing.

*Sorabora Fields.*

*Yala.*—From February 1 to April 30 for cultivation and to finish sowing.

## "THE SOCIETIES ORDINANCE, 1891."

21/27

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased, under the provisions of section 8 (1) (d) of "The Societies Ordinance, 1891," as amended by the Societies Ordinance, No. 17 of 1926, to order that the Council of the Ceylon Training Colony Society, Limited, being a specially authorized society, shall make out the return required by the said sub-section up to August 31 in each year and send it to the Registrar as required by the said sub-section before January 31 in the following year.

Colonial Secretary's Office,  
Colombo, May 10, 1927.

By His Excellency's command,  
A. G. M. FLETCHER,  
Colonial Secretary.

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for loading and unloading goods at the Wharf Railway Yard for the period from October 1, 1927, to September 30, 1928.

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

4. Tenders should be marked "Tender for Loading and Unloading Goods at the Wharf Railway Yard" 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, June 28, 1927.

5. The tenders are to be made upon forms which will be supplied upon application at the Harbour Engineer's Office, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 25 will be required to be made at the Treasury, 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 Harbour Engineer that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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 security required will be Rs. 250. All other necessary information can be ascertained upon application at the Harbour Engineer's Office.

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

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

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

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

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

14. 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. 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 Chairman of the Colombo Port Commission, for reasons which appear to him insufficient, objects after giving due notice of his objection in writing.

16. 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 Colombo Port Commission, the name of such department and the district in which the service was rendered should be stated.

17. The contract shall be entered into by the contractor with the Harbour Engineer, 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.

18. The contract may be terminated at any time by the Harbour Engineer giving the contractor one month's notice thereof in writing.

HERBERT K. HILLYER,  
for Acting Chairman,  
Colombo Port Commission.

Colombo, May 13, 1927.

**TENDERS** are hereby invited for loading and unloading of goods other than those handled by consignors and consignees, which includes transferring from one wagon to another when necessary and hand shunting of wagons on the goods shed siding or from other sidings to the goods shed siding, and *vice versa* for the purpose of loading, unloading, transferring, weighing, and storing of goods for which no shunting allowance is allowed from persons willing to contract for the services from October 1, 1927, to September 30, 1930, at the under-mentioned goods sheds:—

- (1) Galle and Matara.
- (2) Hatton.
- (3) Talawakele.
- (4) Nanu-oya.

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

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

4. Tenders should be marked "Tender for Loading and Unloading of Goods at \_\_\_\_\_ (here write the name of station or group of stations for which tender is made) Goods Shed/Sheds" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 21, 1927.

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

6. A deposit of Rs. 50 in respect of each tender in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or 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, 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 in respect of each station or group of stations on tender will be as follows:—

	Rs.
(1) Galle and Matara .. ..	500
(2) Hatton .. ..	300
(3) Talawakele .. ..	250
(4) Nanu-oya .. ..	250

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

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

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

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

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

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

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

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

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

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

General Manager's Office,  
Colombo, May 12, 1927.

T. E. DUTTON,  
General Manager.

**TENDERS** are hereby invited for the service named in the schedule hereunder for the period of one or two or three years commencing from October 1, 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 June 7, 1927.

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 in 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 for one, two, or three years.

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, May 14, 1927.

*Schedule referred to.*

Service.	Tender Deposit. Rs.	Security. Rs.
Supply of fresh cow milk to the following institutions:—		
Avissawella Hospital ..	50	100
Ingiriya Hospital ..	50	100
Kandana Sanatorium ..	50	100
Leper Asylum, Hendala ..	50	100
Lunatic Asylum, Angoda ..	50	100
Negombo Hospital ..	50	100
Ragama Hospital ..	50	100
Infectious Diseases Hospital, Angoda ..	50	100

**TENDERS** are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 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 Diets, — 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 June 7, 1927.

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, 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. If required, samples must be deposited.

8. 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.

9. 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 in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender or the whole of it for an year or any portion thereof.

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

13. 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.

14. 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, May 14, 1927.

*Schedule referred to.*

Service.	Tender Deposit. Rs.	Security. Rs.
Supply of cooked provisions, with milk, to the following institutions:—		
Aranyaka Hospital ..	300	600
Kegalla Hospital ..	300	600
Kolonna Hospital ..	200	400
Rakwana Hospital ..	300	600
Ratnapura Hospital ..	300	600
Undugoda Hospital ..	150	300
Embilipitiya Hospital ..	100	200
Supply of cooked provisions, without milk, to the following institutions:—		
Eheliyagoda Hospital ..	200	400
Kahawatta Hospital ..	400	800
Karawanella Hospital ..	400	800
Kitulgala Hospital ..	200	400
Balangoda Hospital ..	400	800

**TENDERS** are hereby invited for the services described in the schedule and general conditions 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 to Fell and Log Timber, Northern 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, June 14, 1927.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna, which can be applied for by post or personal application. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tender may be treated as informal and rejected.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt forwarded or produced 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 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. Each tender must be accompanied by a letter signed by two responsible persons, whose address 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 information can be ascertained on application to 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. A rate per tree for felling and logging with saw should be quoted, written both in words and figures.

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender, not necessarily the lowest tender.

12. 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.

13. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, 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.

14. Tenderers before tendering should inspect the areas of operation as shown in the schedule.

15. For further information and for inspection of the draft contracts, application should be made to the Divisional Forest Officer, Northern Division, Jaffna.

*Note.*—Tenderers are advised to inspect the area and plans before tendering.

16. 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 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.

*Note.*—Intending tenderers' special attention is drawn to general condition No. (d) requiring that trees should be felled and logged by the saw alone.

#### GENERAL CONDITIONS.

(a) Trees are to be felled within six inches from the ground with the saw alone.

(b) All trees enumerated and stamped for felling shall be felled by the contractor and logged into the longest possible lengths, free from defects, hollows, &c., in accordance with the instructions issued by the Range Forest Officer.

(c) No enumerated tree not previously stamped for felling by a Forest Officer shall be felled, and any breach of this rule renders the contractor liable in the same way as if such fellings were an illicit felling as defined by the rules of the Forest Ordinance No. 16 of 1907.

(d) Felling and logging should be done with the saw alone. All felling should be completed before November 30, 1927.

(e) The area to be worked is divided into coupes by cut lines. The number of trees available in each coupe can be ascertained at the Divisional Forest Office, Jaffna, or at the Range Forest Office, Olumadu.

(f) Felling will not be permitted in more than two coupes at a time. Fellings will not be permitted in the 3rd coupe before the 1st coupe is completed and so on. The contractor shall not commence fellings in a fresh block without the written permission of the Range Forest Officer.

(g) All satin trees should be barked immediately after felling.

(h) Logs should be trimmed as follows:—

Each end shall be sawn with a clean face at right angles to the axis of the tree. These faces shall be covered with a coating of tar or suitable paint to eliminate the risk of splitting. All knobs and fluted portions should also be trimmed.

(i) Cart tracks should be opened from the Ambamam cart track or from the cut lines to the trees felled. Cart tracks within the forest should as far as practicable follow the cut lines.

(j) The contractor or his agent should point out the trees felled and logged to the Forest Officer.

(k) The contractor or his agent should accompany the stamping officer and ascertain the situation of the trees to be felled.

(l) The contractor is liable to be fined by the Divisional Forest Officer, Northern Division, Jaffna, for any tree not felled at the rate of Rs. 5 per tree, nor will he be paid for logs which have not been logged in accordance with the instructions issued by the Forest Officer.

#### Schedule.

To fell and log with the saw alone 2,628 palu, 401 satin, 8 milla, 5 ranai, 4 margosa, and 364 ebony trees (more or less) enumerated and stamped in (40) demarcated coupes Nos. 25, 28, 29, 26, 30, 31, 27, 32, 33, 52, 53, 54, 34, 35, 55, 56, 57, 36, 37, 58, 59, 60, 38, 39, 61, 62, 63, 40, 41, 64, 65, 66, 42, 43, 44, 45, 46, 47, 48, and 49 in the Terravil-Oddisuddan Reserve of the Mullaittivu Range. The plan showing the situation of the above coupes will be available for inspection at the Divisional Forest Office, Jaffna, and the Range Forest Office, Olumadu.

All felling and logging of trees should be completed on or before November 30, 1927.

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, May 13, 1927.

### SALE OF UNSERVICEABLE ARTICLES, &c.

THE under-mentioned superfluous articles will be sold by public auction at the Civil Medical Stores, Francis road, Maradana, on Wednesday, June 1, 1927, at 2 P.M.:

1 lot firewood	1 lot iron drums, 5-gallon	1 lot stone jars, small	1 lot tarpaulin
1 lot tins of sorts	1 lot iron drums, 2-gallon	1 lot bale sacking	1 lot zinc lining
1 lot bottles, sorts	1 lot iron drums, 1-gallon	1 lot barley and sago tins	

Colombo, May 18, 1927.

W. C. H. TRIPP,  
for Director of Medical and Sanitary Services.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE PERAK RIVER COCONUT COMPANY, LIMITED.

1. The name of the Company is "THE PERAK RIVER COCONUT COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
- (a) To purchase from the proprietors thereof Berembang Panjang Coconut Estate, situate at Berembang Panjang Division, in Lower Perak District, in the Federated Malay States.
  - (b) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, or privileges, in the Federated Malay States 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.
  - (c) To carry on in the Federated Malay States or elsewhere the business of growers and manufacturers of and dealers in coconuts, tea, rubber, and other produce.
  - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in the Federated Malay States 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 any land or lands that may be purchased, leased, or otherwise acquired by the Company in the Federated Malay States or elsewhere, or portions thereof as a coconut, tea, or 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 coconuts, tea, rubber, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in the Federated Malay States or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work coconut mills, tea and rubber factories, 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 coconuts, tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market coconuts, tea, rubber, cacao, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such coconuts, tea, rubber, cacao, 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 coconuts, tea, rubber, cacao, coffee, and other plants and seeds, 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 the United Kingdom, India, Ceylon, the Federated Malay States, or elsewhere, stores, shops, and places for the sale of coconut, tea, rubber, 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 the Federated Malay States or elsewhere, and generally to undertake the business of estate agents in the Federated Malay States and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer, or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities, of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in the Federated Malay States or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, obligations of any company or person, or partly one and partly the 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 abovementioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million five hundred thousand Rupees (Rs. 1,500,000), divided into One hundred and fifty thousand (150,000) 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. H. LAYARD, Colombo .. .. .	.. One
R. J. HARTLEY, Colombo .. .. .	.. One
A. W. HARRISON, Colombo .. .. .	.. One
LIONEL BRAY, Colombo .. .. .	.. One
F. F. ROE, Colombo .. .. .	.. One
E. MASTERS, Colombo .. .. .	.. One
Total shares taken .. .. .	Seven

Witness to all the above signatures, this Fourteenth day of March, 1927:

SYDNEY JULIUS,  
Proctor, Supreme Court, Colombo,

## ARTICLES OF ASSOCIATION OF THE PERAK RIVER COCONUT COMPANY, 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 Perak River Coconut Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"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.

o "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 five hundred thousand Rupees (Rs. 1,500,000) divided into 150,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

## SHARES.

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

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

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

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

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

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except any absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 35 to become a Shareholder in respect of any share.

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of three rupees 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 Director subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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



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

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

50. If at any time, by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares may by an extraordinary resolution passed at a meeting of such holders, consent, on behalf 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 resolution 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 and fifty thousand (Rs. 150,000).

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

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

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

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

## GENERAL MEETINGS.

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

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

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

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

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

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

62. Any Shareholder may, on giving not less than 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 advertisement in the *Ceylon Government Gazette*, or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

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

66. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at the 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 except resolutions submitted under Article 62.

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

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

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

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

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

#### VOTING AT MEETINGS.

72. 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 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.

73. 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.

74. 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.

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

76. 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.

77. 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.

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

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

80. 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.

81. 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.

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

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

#### *The Perak River Coconut Company, Limited.*

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

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

83. 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.

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

#### DIRECTORS.

85. 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 fifty 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.

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

87. The first Directors shall be Messrs. Maitland Shives Milne of Nuwara Eliya, Frank Henry Layard of Colombo, Alexander James Ingram of Kahawatta, and Frank Freeman Roe 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.

88. 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.

89. 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 90.

90. 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.

91. 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.

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

93. 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.

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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.

101. 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 97.
- (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 disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

#### POWERS OF DIRECTORS.

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

103. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors 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, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

109. It shall be lawful for the Directors, if authorized so to do by an extraordinary 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.

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

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

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

114. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman thereat 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. The firm of Gordon Frazer and Company, Limited, shall be the first Agents and Secretaries of the Company.

#### 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, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

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, 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.

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 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.

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

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 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 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. H. LAYARD, Colombo.

R. J. HARTLEY, Colombo.

A. W. HARRISON, Colombo.

LIONEL BRAY, Colombo.

F. F. ROE, Colombo.

E. MASTERS, Colombo.

Witness to all the above signatures, this Fourteenth day of March, 1927 :

SYDNEY JULIUS,  
Proctor, Supreme Court, Colombo.

[Third Publication.]



*Second Publication*

**MEMORANDUM OF ASSOCIATION OF MARTIN SILVA AND COMPANY, LIMITED.**

1. The name of the Company is "MARTIN SILVA AND COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The object for which the Company is to be established is—  
To carry on business as general merchants, commission agents, importers, and exporters.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Rupees Ten thousand (Rs. 10,000), divided into One thousand shares of Rupees Ten each.

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.
1. A. HEWAVITARNE, Colombo .. .. .	One
2. H. RICHARD SILVA, Colombo .. .. .	One
3. A. C. DE SILVA, Colombo .. .. .	Three
4. F. W. FERNANDO, Colombo .. .. .	One
5. S. A. YAHIYA, Colombo .. .. .	Five
6. D. A. WIJERATNE, Colombo .. .. .	One
7. B. D. ALARIS, Colombo .. .. .	Five
Total number of shares taken ..	Seventeen

Witness to the above signatures, at Colombo, this 28th day of March, 1927 :

S. D. M. BURHAN,  
Proctor, Supreme Court, Colombo.

**ARTICLES OF ASSOCIATION OF MARTIN SILVA AND COMPANY, LIMITED.**

The Articles of Association shall be as per Table C in the schedule of Ordinance No. 4 of 1861 for the time being with the following additions :—

- (a) The number of Directors shall not be less than three or more than four.
- (b) The qualifications for a Director shall be the holding of not less than ten shares.
- (c) Every Shareholder having not less than five shares shall have one vote, and shall have an additional vote for every ten shares beyond the first five shares up to fifty shares. In any case no Shareholder shall be entitled to have more than five votes.

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
1. A. HEWAVITARNE, Colombo .. .. .	One
2. H. RICHARD SILVA, Colombo .. .. .	One
3. A. C. DE SILVA, Colombo .. .. .	Three
4. F. W. FERNANDO, Colombo .. .. .	One
5. S. A. YAHIYA, Colombo .. .. .	Five
6. D. A. WIJERATNE, Colombo .. .. .	One
7. B. D. ALARIS, Colombo .. .. .	Five
Total number of shares taken ..	Seventeen

Witness to the above signatures, at Colombo, this 28th day of March, 1927 :

S. D. M. BURHAN,  
Proctor, Supreme Court, Colombo.

**MEMORANDUM OF ASSOCIATION OF CEYLON INDIAN ATHITHIRAVIDA COMPANY  
(LIMITED).**

1. The name of the Company is "CEYLON INDIAN ATHITHIRAVIDA COMPANY (LIMITED)."
2. The registered office of the Company shall be situated in Colombo.
3. The objects of the Company are—
  - (1) To acquire by lease, grant, assignment, transfer or otherwise, lands, gardens, plantations, and premises and cultivate coconut, arecanut, and other produce, to carry on the business of planters, manufacturers, and merchants in all the branches, to carry on the work of the business of cultivators, winners, and buyers of every kind of crops or other produce of the soil including minerals, to prepare, manufacture, and render marketable any such produce, minerals, and to sell, dispose of, and deal in any such produce, either in its prepared, manufactured, or raw state, and either by wholesale or retail or both, and to lawfully carry on any business capable of being conducted so as directly or indirectly to benefit this Company, including means of transport by land and water.
  - (2) To start fresh business. To open industries such as agriculture, horticulture, spinning and weaving, mining, live stock, poultry, and carry on import and export trade.
  - (3) To enter into any arrangement for sharing profits, union of interest or co-operation with any person or Company carrying on, or about to carry on any business which this Company is authorized to carry on.
  - (4) To acquire wholly or in part the business, assets and profits, property of any other Company, society, partnership or person formed for carrying on business similar to that of this Company, in consideration of shares in this Company or cash or partly in shares of this Company and partly cash.
  - (5) To sell and transfer the property, assets, and liabilities of this Company should it be needed for the welfare of this Company to any other Company or person or persons in consideration of payment in cash or shares of another Company to be distributed *pro rata* amongst the members of this Company in cash or amalgamate with any other Company.
  - (6) To do all such other things as are incidental and conducive to the above objects.
  - (7) The liability of the members is limited.
  - (8) The capital of the Company is Rs. 60,000 divided into 2,000 shares of Rs 10 each, 4,000 shares of Rs. 5 each, 20,000 shares of Re. 1 each.

We, the several persons whose names and addresses are hereunto 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 at Rs. 10 each.
1. J. MANICKAM, Hurley Lodge, Torrington place, Colombo ..	.. Forty
2. P. M. P. PONNUSAMY, No. 4, Carmel Lodge, Colpetty ..	.. Twenty-five
3. A. S. MURUGESU, Fountain House, Union place, Slave Island ..	.. Five
4. S. ANTHONY, Torrington, Torrington place, Colombo ..	.. Twenty-five
5. A. R. ISAAC, Thennanthotam, Clara estate, Avissawella ..	.. Twenty-five
6. V. RAMASAMY, Thennanthotam, Clara estate, Avissawella ..	.. One hundred and fifty
7. C. SAMUEL, No. 4, Carmel Lodge, Colpetty ..	.. Twenty-five
8. P. C. FRANCIS, Mayen, Queen's road, Colombo ..	.. One
9. S. R. NAIDU, No. 42, Hulftsdorp street, Colombo ..	.. One
10. A. P. DORAISAMY, Mayen, Queen's road, Colombo ..	.. One

Witness to the above signatures :

E. B. SATTRUKALSINGHE,  
Proctor and Notary Public.

Colombo, February 9, 1925.

[Second Publication.]

**The Ankande Estate Company of Ceylon, Limited.**

**NOTICE** is hereby given that the Thirty-first Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince Building, Prince street, Fort, Colombo, on Tuesday, May 31, 1927, at 11 A.M.

*Business.*

1. To receive the report of the Directors and Accounts for the year ended March 31, 1927.
2. To declare a final dividend.

3. To elect a Director.
4. To appoint Auditors for the year 1927-28.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from May 18 to June 3, 1927, both days inclusive.

By order of the Directors,  
LEWIS BROWN & Co., LTD,  
Agents and Secretaries.

Colombo, May 18, 1927.

**The Ambalawa Estate Company of Ceylon, Limited.**

NOTICE is hereby given that the Second Annual General Meeting of Shareholders will be held at the registered office of the Company, Prince Building, Prince street, Fort, Colombo, on Tuesday, May 31, 1927, at noon.

*Business.*

1. To receive the report of the Directors and Accounts for the year ended March 31, 1927.
2. To elect a Director.
3. To appoint Auditors for 1927-28.
4. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from May 18 to 31, 1927, both days inclusive.

By order of the Directors,  
LEWIS BROWN & Co., LTD.,  
Agents and Secretaries.

Colombo, May 18, 1927.

**St. Martins Tea and Rubber Company, Limited.**

NOTICE is hereby given that the First Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Maddema Mills, Union place, on Tuesday, June 7, 1927, at 3 P.M.

*Business.*

1. To receive the report of the Directors and statement of accounts for the nine months ended March 31, 1927.
2. To elect Directors.
3. To appoint Auditors.
4. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,  
LIPTON, LIMITED,  
Agents and Secretaries.

Colombo, May 17, 1927.

**The Udagoda Tea and Rubber Company, Limited.**

NOTICE is hereby given that a further Extraordinary General Meeting of Shareholders will be held at the offices of the Company, 45, Queen street, Colombo, at 2.30 P.M. on Thursday, June 2, 1927, for the purpose of receiving a report of the proceedings at the Extraordinary General Meeting of the Company held on Monday, May 16, 1927, and, if thought fit, of confirming as special resolutions the undernoted resolutions:—

“That the Articles of Association be altered in manner following” :—

(a) Article 35 shall be cancelled.

(b) The following addition shall be made at the end of Article 65 :—

“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.”

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

Colombo, May 17, 1927.

**Miller and Company, Limited.**

NOTICE is hereby given that the Seventh Ordinary General Meeting of the Shareholders of the Company will be held at the Company's registered offices, Australia Buildings, Colombo, Ceylon, on Friday, August 26, 1927, at 3 o'clock in the afternoon, for the purpose of passing the Directors' report and accounts, fixing the standard price of the Company, for the ensuing year, electing Directors and Auditors, and to transact such other business as is within the competence of the Meeting.

By order of the Board,  
Australia Buildings,  
York street, Colombo, Ceylon,  
May 12, 1927.

H. J. GRAY,  
Acting Secretary.

**Auction Sale.**

(Case No. 3,709, D. C., Colombo, Insolvency.)

NINETY-SIX AND HALF bags rice, 2 tables, 1 chair, 2 benches, 4 measures, 1 lot gunnies, 2 plants, at Store No. 7, Chalmers Granaries, on May 28, 1927, at 10 A.M., and 4 empty boxes, 1 wooden sofa, 1 ladder, rice sweepings in 4 boxes at No. 28/2nd Gabo's lane, on same day at 1 P.M.

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

**Auction Sale.**

Valuable Property in Second Division Maradana, Colombo.

UNDER commission issued in case No. 15,047, D. C., Colombo, I shall sell by public auction for the recovery of the amount stated in the decree, on June 13, 1927, at 4 P.M. at the spot:

All that undivided  $\frac{1}{2}$  share of the land and premises with the buildings and plantations thereon, bearing assessment Nos. 36 and 37, situated at Second Division, Maradana, in Colombo, within the Municipality and District of Colombo, Western Province, bounded on the north by the property formerly of F. Wensberg now of Dep, on the east by the high road, on the south by another part of the same garden, the property of Johannes Dep, and on the west by the garden of Tuan Saibo, now Wattear; containing in extent 28  $\frac{37}{100}$  square perches.

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

**Auction Sale.**

Valuable Property in Gintota, Galle.

UNDER commission issued to me in case No. 23,221, D. C., Colombo, I shall sell by public auction for the recovery of the amount stated in the decree, at the respective spots, commencing from the first named land, on June 10, 1927, at 2 P.M. :—

1. An undivided  $\frac{1}{2}$  part of the soil and fruit trees of an allotment of land called Maradankuruduwatta, situate at Gintota, Welipitmodera, within the Four Gravets of Galle in the District of Galle; bounded on the north by a portion of Kurunduwatta of Sinna Wappu Meera Lebbe, east by road to Okwatta, south by Kurunduwatta of Tamby Saibu and Esy Lebbe, and west by Gin-ganga, together with an undivided  $\frac{1}{2}$  part of the 15 cubits house and  $\frac{1}{2}$  part of the 17 cubits house built of stone and plastered, and the entirety of the 9 cubits waritchi house standing thereon, containing in extent about 5 acres.

2. An undivided  $\frac{1}{2}$  of ( $\frac{1}{2}$  and  $\frac{53}{120}$  part of all the trees, and soil of the defined  $\frac{1}{2}$  lot of the land Oropuwatta, situate at Pitiwella in Wellaboda pattu of the District of

Galle, Southern Province; and bounded on the north by Wilana, east by the Gin-ganga, south the seashore, and west by the remaining portions of this land, containing in extent 1 acre 2 roods and 13 12 perches.

3. An undivided  $\frac{1}{2}$  part of 21 coconut trees from the planter's share of the second plantation on lot No. 1 and an undivided  $\frac{1}{2}$  of 23  $\frac{1}{2}$  coconut trees of the second plantation (exclusive of the third plantation), on lot No. 4 of the land Oropuwatta, situate at Pitiwella aforesaid; and which said two lots are together; bounded on the north by a portion of Oropuwatta and Kodalanewatta, east by the old high road and the Gin-ganga, south by the Gin-ganga, and west by the seashore and a portion of Oropuwatta, containing in extent 3 acres.

4. An undivided  $\frac{1}{2}$  of 14/120 part of all the trees and soil of a defined portion of the land Gintotaegodawatta *alias* Koroppuwatta, situate at Pitiwella aforesaid; and bounded on the north by Ratmeherewela, east by the Gin-ganga, south by the seashore, and west by a portion of this land containing in extent about 3 roods, together with all the buildings now standing or at any time hereafter to be erected.

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

#### Auction Sale under Mortgage Decree.

BY virtue of the commission issued to me in case No. 19,042, D. C., Colombo, I shall sell by public auction on Friday, June 10, 1927, at 5 P.M., at my office, No. 8, Hulftsdorp street, Colombo:—

All that defined portion of the land called Batadombagalawatta with the tiled house and two boutiques thereon, situate at Pattapadda, Meda pattu, Siyane korale; in extent about 4 perches.

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

H. D. JOHN PIERIS,  
Auctioneer and Broker.

No. 8, Hulftsdorp street, Colombo.  
Phone No. 1357.

#### Mortgage Decree in D. C., Colombo, 21,839.

BY virtue of the commission issued to me in terms of the above decree, I shall put up for sale by public auction for the recovery of the sum of Rs. 16,073.75, with further interest and costs of suit on Saturday, June 11, 1927, at 4 P.M., at the spot the following property, to wit:—

All that lot marked C 2 being a divided portion of the allotment marked lot C out of a divided portion of land called Mahawellawatta bearing lot No. 378 in registration plan No. 2 with the house, plantations, and trees thereon, bearing assessment No. 105 (1), situated at Fernando road, Wellawatta, Colombo; containing in extent 2 roods 32  $\frac{23}{100}$  perches.

C. R. THAMBAYAH,  
Auctioneer and Commissioner.  
Office No. 1, Ferry street,  
Hulftsdorp, Colombo, June 18, 1927.

#### Auction Sale.

UNDER mortgage decree in D. C., Colombo, case No. 23,294. I shall sell by public auction on Friday, June 10, 1927, commencing from 4.30 P.M., at the spot:—

(1) Undivided  $\frac{5}{6}$ th parts of land bearing No. 53 called Apotheceriya-watta, situated at Dehiwala, in extent 2 roods and 7 5 perches.

(2) Undivided  $\frac{5}{6}$ th parts of the land bearing No. 53 called Apotheceriya-watta, situated at Dehiwala, in extent 2 roods and 7  $\frac{1}{2}$  perches.

Further particulars from J. W. Wijesinghe, Esq., Proctor, Supreme Court, Colombo or—

FRANCIS F. KRISHNAPILLAI,  
Auctioneer and Broker.  
Phone: 1039.  
119, Hulftsdorp.

#### Auction Sale.

Properties at Horathepola, in the District of Kurunegala.

UNDER decree in case No. 796, D. C., Negombo, entered in favour of the plaintiff, Kana Nana Kana Lena Letchimanga Chetty, by his attorney Sina Wana Sangaramoorthy Pillai of Negombo, against the defendants (1) Wanasinghe Wasalamudiyansele Panchappu Jayamaha of Horathepola, and (2) Wanasinghe Wasalamudiyansele Amalasila Jayamaha, Peace Officer, of Kiri-metiya, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 500, with interest at 20 per cent. per annum from May 14, 1924, till June 17, 1926, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit Rs. 141/90 (less a sum of Rs. 712.60 deposited in Court, on August 24, 1926), we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 27,355 dated January 14, 1916, and attested by N. J. C. Wijesekera, Notary, by public auction, at the respective spots, on Wednesday, June 15, 1927, to wit:—

At 4 P.M.

(1) The land Dunbuluwewewatts, situate at Horathepola in Katugampola korale in Katugampola hatpattu, in the District of Kurunegala, North-Western Province, containing in extent about 400 coconut trees plantable ground. Of this land and plantations and buildings thereon the undivided  $\frac{1}{2}$  share.

At 4.30 P.M.

(2) The land Kolongahamulahena, situate at Horathepola aforesaid, containing in extent about one parah of kurakkan sowing ground. The soil and plantations and buildings of this land.

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

M. P. KURERA & Co,  
Negombo, May 13, 1927. Auctioneers.

#### Auction Sale of Mortgaged Property.

BY virtue of a commission issued to me in case No. 22,298, D. C., Galle, for the recovery of the sum of Rs. 1,946.11 with interest thereon at the rate of 9 per cent. per annum from February 16, 1925, till payment and costs of suit due from the defendants to plaintiff in the said case, I shall sell by public auction on Friday, June 10, 1927, commencing at 11 A.M., at the spot the following specially mortgaged property, to wit:—

All that undivided  $\frac{1}{2}$  part of the soil and trees (exclusive of the undivided planter's  $\frac{1}{2}$  part of the second plantations, and the planters' undivided  $\frac{1}{2}$  part of the 3rd and 4th plantations) of the adjoining lands Yayawatta and Owilane about 4 acres in extent situated at Kohunugamowa in Weligam korale; bounded north by road, east by Doregawatta and Uswatta, south by Ganga, and west by Palliyewatta and land called Kairam tottam.

May 9, 1927.

K. JOHN GABRIEL,  
Commissioner.

**Auction Sale of Mortgaged Property.** 37/110/

**Auction Sale under Mortgage Decree.** 224k

BY virtue of a commission issued to me in case No. 2,784, D. C. Gallo, for the recovery of the sum of Rs. 8,133.42, with interest thereon at the rate of 9 per cent. per annum from November 15, 1926, till payment in full and costs of suit due from the defendants, (1) P. Koggala Marakkalage Tewenis de Silva of Denuwala and (2) Appuhennegede Don Simon de Silva of Firs, Fort, Galle, unto the plaintiff Abraham Dias Jayasundare of Unawaturie, I shall sell by public auction on Friday, June 10, 1927, commencing at 3.30 p.m. at the spots the following specially mortgaged property, to wit:—

Tambymuttu Sinnatamby of Arepattai . . . . . Plaintiff.

No. 6,083. Vs.

(1) B. Emmanuel of Batticaloa, official administrator of the estate of the late Mohayadeenbabapody Meeralebbepody of Sammanturai, and (2) Mohayadeenbabapody Mohamadutambylevvaipody of Sammanturai . . . . . Defendants.

UNDER decree in the above case, and by virtue of the order to sell issued to us for the recovery of the amount stated therein we shall offer for sale by public auction the under-mentioned property on Saturday, June 11, 1927, at about 3 p.m. at the spot:—

An undivided 12 acres out of a paddy land called Puli-anoda, situated at Perivelivattai in Sammanturai pattu; bounded on the north by aar, south by land of Meeralevvai and others, east by Pattamputti-aar, and west by land of Nallatampody and wife; containing in extent 42 acres 3 rood and 11 perches.

RATNASINGHAM & Co.,  
Auctioneers and Brokers.

Telegrams: "Ratco."  
Batticaloa, May 16, 1927.

**K. S. K. Brothers.**

I, K. S. K. THAMOTHARAMPILLAI, do hereby give notice that I have retired from the firm of K. S. K. Brothers, now carrying on business in partnership at No. 214, Colombo street, Kandy, and that I have no connection whatever with the said firm and more.

K. S. K. THAMOTHARAMPILLAI.  
Kandy, March 30, 1927.

K. JOHN GABRIEL,  
Commissioner.

May 10, 1927.

**APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.**

We hereby give notice that we have on May 13, 1927, applied to the Government Agent, Western Provinces, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928:—

Schedule referred to:

Name and address of applicants: James Fernando & Co., 7A, St. Sebastian Hill, Colombo.  
Description of licence or licences applied for: Licence for the sale of foreign liquor by wholesale.  
State whether application is for renewal of existing licence or for a new licence: New licence.  
Situation of premises to be licensed: 7A, St. Sebastian Hill, Colombo.

JAMES FERNANDO & Co.

May 16, 1927.

**NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."**

**Toddy Rents, Matale District, 1927-28.**

NOTICE is hereby given that the privilege of selling fermented toddy by retail in areas specified in the schedule below, for the period of twelve months from October 1, 1927, to September 30, 1928, will be put up for sale by public auction at the Matale Kachcheri on June 7, 1927, at 1 p.m.

Conditions of sale can be obtained from the Assistant Government Agent, Matale, or from the Ratamahatmayas of the respective divisions.

Intending purchasers of toddy rents are informed that no trees will be licensed in areas in which there are no taverns.

The Kachcheri, W. J. L. ROGERSON,  
Matale, May 14, 1927. Assistant Government Agent.

No.	Division.	Schedule.	Locality or Range.
		Within the limits of—	
1	Matale North	Ambokka	and Millawana wasamas
2	Do.	Akuramboda	wasama

No.	Division.	Locality or Range.
		Within the limits of—
3	Matale South	Udasgiriya wasama
4	Do.	Gammulla wasama
5	Do.	Dellewa wasama
6	Do.	Tenne wasama
7	Do.	Pallehapuwida and Muwan-deniya wasamas
8	Do.	Udangamuwa and Imbulpitiya wasamas
9	Matale East	Pallegama wasama
10	Do.	Weragama wasama
11	Do.	Etanwela wasama

**Cancellation of Toddy Rents Sale, Jaffna District.**

IT is hereby notified that the notice re sale of toddy rents, 1927-28, Jaffna District, fixed for May 30, 1927, and published in the Ceylon Government Gazette No. 7,581 of May 13, 1927, is hereby cancelled.

The Kachcheri,  
Jaffna, May 18, 1927.

T. B. RUSSELL,  
Government Agent.

## TODDY RENT SALE CONDITIONS, 1927-28.

THE following conditions on which the toddy rents for the period from July 1, 1927, to June 30, 1928, in the case of the Northern and Eastern Provinces; and from October 1, 1927, to September 30, 1928, in the case of all other Provinces, will be sold, have been approved by His Excellency the Governor under section 18 of "The Excise Ordinance, No. 8 of 1912," and are hereby published for general information:—

*Toddy Rent Sale Conditions applicable to Toddy Taverns in respect of which "Off" Sales are not prohibited.*

Stamp of 50 cents.

The conditions on which the exclusive privilege of selling fermented toddy by retail within the \_\_\_\_\_ from \_\_\_\_\_, 192—, to \_\_\_\_\_, 192—, is sold are, in addition to the general conditions applicable to all Excise licences, and to those which will be published in the *Government Gazette* in due course, as follows:—

1. The Government Agent shall have power, in his discretion, to refuse to accept any bid or tender, subject to which power the highest bidder or tenderer shall be the grantee of the privilege, and shall conform to and perform all the conditions under which the privilege is sold.

1A. Where toddy rents are sold by tender the Government Agent may, if he considers it necessary, direct that a deposit of a sum not exceeding Rs. 50 should accompany the tender. Such deposits will be refunded after the sale is concluded.

2. (a) *The grantee shall, immediately on being declared the grantee, sign the conditions of sale and pay to the Government Agent a sum equivalent to two months' rent of the privilege as a security deposit, which amount shall be liable to forfeiture, in whole or in part at the discretion of the Government Agent, for breach of any of the conditions; and such forfeiture shall be in addition to any other penalty prescribed by the conditions for such breach. The grantee shall within 14 days of the sale of the privilege above described enter into a bond with the Government Agent in form Excise T 23 for the full amount for which he has purchased the said privilege, and he shall specially hypothecate by such bond the said security deposit.*

(b) If the highest bid or tender under condition 1 exceeds the sum of Rs. 2,000, the grantee shall at the same time execute, if so required by the Government Agent, in the form sanctioned by law, a power of attorney to confess judgment in any action which may be instituted against him for the recovery of any moneys due in respect of this privilege, and shall also furnish to the Government Agent within fifteen days of the date of execution of such power of attorney, a duly certified copy thereof for filing in the District Court under section 32 of the Civil Procedure Code.

(c) The grantee shall, on signing the conditions of sale, elect, and under his hand signify a post office to which all notices and processes whatever in connection with the above said privilege shall be addressed under registered post; and all such notices or processes as aforesaid so addressed to the post office so elected and posted in due course shall be considered as good and effectual to all intents and purposes as if the same were served personally.

3. The grantee shall pay to the Government Agent the purchase money or rent in \_\_\_\_\_ equal monthly instalments, and also any duty, fee, cost price, or other sum due to the Government from him. The first instalment of the purchase money or rent shall be considered due and payable on \_\_\_\_\_, 192—, and the remainder on the last day of each succeeding month. Interest at the rate of 9 per cent. per annum shall be payable on all arrears.

4. No payment of any sum due by the grantee to the Crown shall be considered as duly made unless the grantee shall produce a Kachcheri receipt therefor; and no money which, for his own convenience, the grantee may think fit to leave in the hands of the shroff or any other officer of the Kachcheri shall be considered as money paid under this contract.

5. If an instalment or part of the instalment of the purchase money or rent, or any duty, fee, cost price, or other sum due to the Government from the grantee remains unpaid after the same shall have become due and payable, the Government Agent shall have power, after fifteen days' notice to the grantee of his intention to do so, without further process of law, to cancel the licence or licences issued to the grantee, and to resell the privilege at the risk and loss of the grantee. The notice referred to may be given in such manner as the Government Agent may direct.

6. The grantee shall, on receipt of the licence to sell, furnish to the Superintendent or Assistant Superintendent of Excise an application on the prescribed form showing the numbers and situations of the trees which he proposes to tap for the supply of fermented toddy for sale at each tavern *and the situations and numbers of collecting stations for toddy which he proposes to establish*, and no tree shall be tapped or toddy drawn for this purpose except under cover of a licence setting forth the numbers and situations of the trees, the name of the drawer, the name of the owner or possessor of the trees so applied for, and the tavern for which the fermented toddy is intended. The Superintendent of Excise or Assistant Superintendent of Excise shall have power, subject to appeal to the Excise Commissioner, to refuse any application to tap trees for any tavern if such application is in his opinion, open to serious objection.

6. (a) (i.) *When transport is by lorry or cart the toddy renter must establish collecting stations on the main road in places approved by the Circle Officer.*

(ii.) *The renter must maintain an Account Book in form Excise "D 20" at each collecting station showing the amount received from each tapper.*

(iii.) *The renter must show in T 22 Register kept in the tavern the amount received from each collecting station designated by number and name.*

(iv.) *The renter must cause the morning yield of all trees to be lowered before 7.30 a.m. and removed to the proper collecting station at once. He must not allow toddy to be kept in any place except the collecting station after 10 a.m.*

(v.) *The renter must remove all the morning toddy at the collecting stations before 11 a.m. to the tavern and all the afternoon toddy before 6 p.m.*

7. No tree shall be tapped or toddy drawn therefrom for the supply of fermented toddy for sale at a tavern unless such tree shall first have been marked for this purpose in a manner prescribed by the Excise Commissioner; nor shall toddy be transported to the tavern except under cover of a pass granted by the Superintendent of Excise or the Assistant Superintendent of Excise. Such pass shall set forth the name of the person who transports the toddy, and shall be issued to the grantee, who shall hand it to the person who transports the toddy. *Separate passes must be issued for transport by pingo carriers from the tree topes to the collecting station, and by cart, lorry, or other vehicle from the collecting station to the tavern.*

(a) Any renter wishing to make vinegar from toddy shall obtain a vinegar licence from the Government Agent. Provided that the Government Agent may issue licences to non-renters on terms and subject to conditions duly approved by Government.

(b) The holder of a vinegar licence shall store such vinegar in premises approved by the *Government Agent*, and shall keep a true account of all toddy converted into vinegar and of all sales of vinegar in the form prescribed by the Excise Commissioner.

(c) *Such vinegar store shall be opened at the request of any Excise Officer not below the rank of Inspector, and the renter must produce the accounts therein maintained whenever called upon.*

8. The grantee, if he taps the trees and draws the toddy himself, or if he delegates the work to another person, such person shall, at the time of tapping the trees or drawing the toddy, invariably carry the licence on his person, and shall produce it forthwith on the demand of any Excise Officer or Village Headman.

9. The grantee shall have no concern or interest, direct or indirect, in the sale of arrack, or in the purchase of any privilege for the sale of arrack, within the area of his rent.

10. Except under the written authority of the Assistant Commissioner of Excise, no toddy, except toddy drawn from trees licensed and marked for a particular tavern, shall be kept, offered for sale, or sold in that tavern.

11. The minimum selling price of toddy per gallon shall be for the Northern and Eastern Provinces 54 cents, and for other provinces 96 cents, and in proportion for any smaller quantity.

12. The Government Agent shall not be bound to find a site for any tavern in the event of the grantee not being able to procure a site. No tavern shall be opened at any place except with the approval of the Government Agent.

13. The purchaser shall, within 10 days from the date on which the privilege commences to run, or within such extended time as the Government Agent may grant, apply to the Government Agent and obtain licence or licences for the sale by retail of fermented toddy at the taverns within the area covered by the privilege.

14. (a) The grantee shall have no claim to a remission if the Government Agent or his Assistant shall find it necessary to order the taverns upon any road to be closed for a limited period during the march of troops, or upon the plea of losses arising from any cause whatever.

(b) On days of polling concerning taverns the Government Agent or his Assistant shall order the closure of all taverns in the area in which polls are held, and the grantee shall have no claim to a remission on this account.

15. (a) No bids will be accepted from any person who is a habitual criminal, as defined by Ordinance No. 32 of 1914.

(b) The purchaser shall, whenever called upon to do so by the Government Agent, satisfy him that he is not a habitual criminal within the meaning of the said Ordinance.

16. The tavern within the area of the exclusive privilege granted under the foregoing conditions shall open at \_\_\_\_\_ A.M., and close at \_\_\_\_\_ P.M., and no toddy shall be sold at such tavern between the hour of closing and that of opening.

17. The renter may not employ as tavern keeper, manager, tope manager, or collecting station manager any habitual criminal or notorious illicit seller, and must forthwith cease to employ any person who is not approved by the Assistant Superintendent of Excise or from whom approval is at any time withdrawn.

At the sale held this day of the privilege above described \_\_\_\_\_ became the grantee of the said privilege in consideration of the payment of Rupees \_\_\_\_\_, as a fee therefore, and the said grantee, having paid to the Government Agent the sum of Rupees \_\_\_\_\_ by way of security deposit under clause 2 of these conditions, hereby agrees to complete the purchase according to the above conditions, and the Government Agent hereby acknowledges the receipt of the said deposit.

Place : \_\_\_\_\_

Witnesses : \_\_\_\_\_

\_\_\_\_\_ Grantee.

Date : \_\_\_\_\_

\_\_\_\_\_ Government Agent.

I (We), \_\_\_\_\_, the undersigned, do hereby signify that for the purposes specified in condition 2, I (we) have elected the under-mentioned post office for the service of all legal processes and notices which may be found necessary to be issued against me (us), viz., \_\_\_\_\_.

Witnesses : \_\_\_\_\_

\_\_\_\_\_ Grantee.

Office of the Excise Commissioner,  
Colombo, April 25, 1927.

T. W. ROBERTS,  
Excise Commissioner

#### TODDY RENT SALE CONDITIONS, 1927-1928.

THE following conditions on which the Toddy Rents for the period from July 1, 1927, to June 30, 1928, in the case of the Northern and Eastern Provinces, and from October 1, 1927, to September 30, 1928, in the case of all other Provinces, will be sold, have been approved by His Excellency the Governor under section 18 of "The Excise Ordinance, No. 8 of 1912," and are hereby published for general information :—

*Toddy Rent Sale Conditions applicable to Toddy Taverns in respect of which "Off" Sales are prohibited.*

Stamp of 50 cents.

The conditions on which the exclusive privilege of selling fermented toddy by retail within the \_\_\_\_\_, from \_\_\_\_\_, 192—, to \_\_\_\_\_, 192—, is sold are, in addition to the general conditions applicable to all Excise licences, and to those which will be published in the *Government Gazette* in due course, as follows :—

1. The Government Agent shall have power, in his discretion, to refuse to accept any bid or tender, subject to which power the highest bidder or tenderer shall be the grantee of the privilege, and shall conform to and perform all the conditions under which the privilege is sold.

1A. Where toddy rents are sold by tender the Government Agent may, if he considers it necessary, direct that a deposit of a sum not exceeding Rs. 50 should accompany the tender. Such deposits will be refunded after the sale is concluded.

2. (a) The grantee shall, immediately on being declared the grantee, sign the conditions of sale and pay to the Government Agent a sum equivalent to two months' rent of the privilege as a security deposit, which amount shall be liable to forfeiture, in whole or in part, at the discretion of the Government Agent, for breach of any of the conditions, and such forfeiture shall be in addition to any other penalty prescribed by the conditions for such breach. The grantee shall within fourteen days of the sale of the privilege above described enter into a bond with the Government Agent in form Excise T 23 for the full amount for which he has purchased the said privilege and he shall specially hypothecate by such bond the said security deposit.

(b) If the highest bid or tender under condition 1 exceeds the sum of Rs. 2,000, the grantee shall at the same time execute, if so required by the Government Agent, in the form sanctioned by law, a power of attorney to confess judgment in any action which may be instituted against him for the recovery of any moneys due in respect of this privilege, and shall also furnish to the Government Agent within fifteen days of the date of execution of such power of attorney, a duly certified copy thereof for filing in the District Court under section 32 of the Civil Procedure Code.

(c) The grantee shall, on signing the conditions of sale, elect, and under his hand signify, a post office to which all notices and processes whatever in connection with the above said privilege shall be addressed under registered post; and all such notices or processes as aforesaid so addressed to the post office so elected and posted in due course shall be considered as good and effectual to all intents and purposes as if the same were served personally.

3. The grantee shall pay to the Government Agent the purchase money or rent in \_\_\_\_\_ equal monthly instalments, and also any duty, fee, cost price, or other sum due to the Government from him. The first instalment of the purchase money or rent shall be considered due and payable on \_\_\_\_\_, 192—, and the remainder on the last day of each succeeding month. Interest at the rate of 9 per cent. per annum shall be payable on all arrears.

4. No payment of any sum due by the grantee to the Crown shall be considered as duly made unless the grantee shall produce a Kachcheri receipt therefor; and no money which, for his own convenience, the grantee may think fit to leave in the hands of the Shroff or any other officer of the Kachcheri shall be considered as money paid under this contract.



5. If an instalment or part of the instalment of the purchase money or rent, or any duty, fee, cost price, or other sum due to the Government from the grantee remains unpaid after the same shall have become due and payable, the Government Agent shall have power, after fifteen days' notice to the grantee of his intention to do so, without further process of law, to cancel the licence or licences issued to the grantee, and to resell the privilege at the risk and loss of the grantee. The notice referred to may be given in such manner as the Government Agent may direct.

6. The grantee shall, on receipt of the licence to sell, furnish to the Superintendent or Assistant Superintendent of Excise an application on the prescribed form showing the numbers and situations of the trees which he proposes to tap for the supply of fermented toddy for sale at each tavern and the situations and numbers of collecting stations for toddy which he proposes to establish, and no tree shall be tapped or toddy drawn for this purpose except under cover of a licence setting forth the numbers and situations of the trees, the name of the drawer, the name of the owner or possessor of the trees so applied for, and the tavern for which the fermented toddy is intended. The Superintendent of Excise or Assistant Superintendent of Excise shall have power, subject to appeal to the Excise Commissioner, to refuse any application to tap trees for any tavern if such application is in his opinion open to serious objection.

6A. (i.) When transport is by lorry or cart the toddy renter must establish collecting stations on the main road in places approved by the Circle Officer.

(ii.) The renter must maintain an Account Book in form Excise "D 20" at each collecting station showing the amount received from each tapper.

(iii.) The renter must show in T 22 Register kept in the tavern the amount received from each collecting station designated by number and name.

(iv.) The renter must cause the morning yield of all trees to be lowered before 7.30 a.m., and removed to the proper collecting station at once. He must not allow toddy to be kept in any place except the collecting station after 10 a.m.

(v.) The renter must remove all the morning toddy at the collecting stations before 11 a.m. to the tavern and all the afternoon toddy before 6 p.m.

7. No tree shall be tapped or toddy drawn therefrom for the supply of fermented toddy for sale at a tavern unless such tree shall first have been marked for this purpose in a manner prescribed by the Excise Commissioner, nor shall toddy be transported to the tavern except under cover of a pass granted by the Superintendent of Excise or the Assistant Superintendent of Excise. Such pass shall set forth the name of the person who transports the toddy, and shall be issued to the grantee, who shall hand it to the person who transports the toddy. Separate passes must be issued for transport by pingo carriers from the tree to the collecting station, and by cart, lorry, or other vehicle from the collecting station to the tavern.

(a) Any renter wishing to make vinegar from toddy shall obtain a vinegar licence from the Government Agent. Provided that the Government Agent may issue licences to non-renters on terms and subject to conditions duly approved by Government.

(b) The holder of a vinegar licence shall store such vinegar in premises approved by the Government Agent, and shall keep a true account of all toddy converted into vinegar and of all sales of vinegar in the form prescribed by the Excise Commissioner.

(c) Such vinegar store shall be opened at the request of any Excise Officer not below the rank of Inspector, and the renter must produce the accounts therein maintained whenever called upon.

8. The grantee, if he taps the trees and draws the toddy himself, or if he delegates the work to another person, such person shall, at the time of tapping the trees or drawing the toddy, invariably carry the licence on his person, and shall produce it forthwith on the demand of any Excise Officer or Village Headman.

9. The grantee shall have no concern or interest, direct or indirect, in the sale of arrack, or in the purchase of any privilege for the sale of arrack, within the area of his rent.

10. Except under the written authority of the Assistant Commissioner of Excise, no toddy, except toddy drawn from trees licensed and marked for a particular tavern, shall be kept, offered for sale, or sold in that tavern.

11. The minimum selling price of toddy per gallon shall be for the Northern and Eastern Provinces 54 cents, and for other Provinces 96 cents, and in proportion for any smaller quantity.

12. The Government Agent shall not be bound to find a site for any tavern in the event of the grantee not being able to procure a site. No tavern shall be opened at any place except with the approval of the Government Agent.

13. The purchaser shall, within ten days from the date on which the privilege commences to run, or within such extended time as the Government Agent may grant, apply to the Government Agent and obtain licence or licences for the sale by retail of fermented toddy at the taverns within the area covered by the privilege.

14. (a) The grantee shall have no claim to a remission if the Government Agent or his Assistant shall find it necessary to order the taverns upon any road to be closed for a limited period during the march of troops, or upon the plea of losses arising from any cause whatever.

(b) On days of polling concerning taverns the Government Agent or his Assistant shall order the closure of all taverns in the area in which polls are held, and the grantee shall have no claim to a remission on this account.

15. (a) No bids will be accepted from any person who is a habitual criminal as defined by Ordinance No. 32 of 1914.

(b) The purchaser shall, whenever called upon to do so by the Government Agent, satisfy him that he is not a habitual criminal within the meaning of the said Ordinance.

16. The tavern within the area of the exclusive privilege granted under the foregoing conditions shall open at \_\_\_\_\_ a.m., and close at \_\_\_\_\_ p.m., and no toddy shall be sold at such tavern between the hour of closing and that of opening.

17. The renter may not employ as tavern-keeper, Manager, Tote Manager, or Collecting Station Manager, any habitual criminal or notorious illicit seller and must forthwith cease to employ any person who is not approved by the Assistant Superintendent of Excise or from whom approval is at any time withdrawn.

18. No toddy shall be sold under this exclusive privilege for the purpose of removal from the tavern, and no toddy sold in the tavern shall be removed from it except under cover of a special permit granted by the Government Agent.

At the sale held this day of the privilege above described \_\_\_\_\_ became the grantee of the said privilege in consideration of the payment of Rupees \_\_\_\_\_, as a fee therefor, and the said grantee, having paid to the Government Agent the sum of Rupees \_\_\_\_\_ by way of security deposit under clause 2 of these conditions, hereby agrees to complete the purchase according to the above conditions, and the Government Agent hereby acknowledges the receipt of the said deposit.

Place : \_\_\_\_\_

Witnesses : \_\_\_\_\_

\_\_\_\_\_ Grantee.

Date : \_\_\_\_\_

I (We), \_\_\_\_\_,

\_\_\_\_\_ Government Agent.

do hereby signify that for the purposes specified in condition 2, I (we) have elected the under-mentioned post office for the service of all legal processes and notices which may be found necessary to be issued against me (us), viz., \_\_\_\_\_

Witnesses : \_\_\_\_\_

\_\_\_\_\_ Grantee.

Office of the Excise Commissioner,  
Colombo, April 25, 1927.

T. W. ROBERTS,  
Excise Commissioner.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## MR/Palatuwa Vernacular Mixed School.

NOTICE is hereby given that the above school situated at Palatuwa, Gangaboda pattu, Matara District of the Southern Province, under the management of Rev. M. Gunaratana has been registered as a grant-in-aid school with effect from January, 1926.

Education Office,  
Colombo, May 13, 1927.

L. MACRAE,  
Director of Education.

## G/Tellambura Vernacular Boys' School.

NOTICE is hereby given that an application has been received from the Rev. Fr. J. B. de Geradon for the conversion of his G/Tellambura Vernacular Boys' School into a mixed school.

Observations will be received not later than June 13, 1927.

Education Office,  
Colombo, May 13, 1927.

L. MACRAE,  
Director of Education.

## English School-Leaving Certificate Examination, March, 1927.

## PASS LIST.

## FIRST DIVISION.

## Ambalangoda Centre.

Index No.	Name.	School.
13	De Silva, G. A. D. H.	Dharmasoka College, Ambalangoda
25	Ginige, J. M.	do.
26	Gunasinha, G. W. R.	do.
<i>Badulla Centre.</i>		
90	Jinadasa, W. A.	Buddhist High School, Badulla
93	Ulwita, S. B.	do.
95	Karunaratne, W. M.	Govt. Anglo-Vernacular School, Peradeniya
102	Husain, S.	Uva Collegiate School, Badulla
109	Abeyratne, Enid	Girls' High School, Badulla
110	Masilamony, Mary	do.

## Batticaloa Centre.

118	Cumaraswamy, E. H. N.	St. Joseph's Boys' School, Trincomalee
123	Joseph, V. E.	St. Michael's College, Batticaloa
133	Thillainayagam, T.	do.

## Colombo Centre.

187	David, C. N. C.	Cathedral Boys' School, Kotahena
266	Fernando, E. N.	Govt. Training College English School
328	Haniffa, S. M.	St. Anthony's College, Kandy
351	Martinez, S. V.	St. Mary's School, Pettah
353	Nagoor, K. A.	do.
385	Mohamed Ali, I. L. M.	Zahira College, Colombo
401	Dassanaike, F. D. E.	Private study
466	Liversz, Daphne L.	St. Clare's College, Colombo

## Jaffna Centre.

504	Ramalingam, P.	Karainagar Hindu Boys' English School
518	Thillaiyampalam, V.	St. Anthony's English School, Kayts
521	Candiah, V.	St. Henry's English School, Havalai

## Kandy Centre.

590	Dharmadasa, N. H. J.	Jinaraja English School, Gampola
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## Matara Centre.

Index No.	Name.	School.
623	Gunadasa, W. N. R.	Christ Church Mixed English School, Tangalla
626	Chandrasekera, D. L.	Govt. Anglo-Vernacular School, Godauda
628	Sadirishamy, D. G.	do.
642	Vidanegamachchi, D. S.	Rahula Vidyalaya, Matara

## Moratuwa Centre.

656	Galison, W.	Buddhist English School, Horana
673	Rajapakse, E. de Z. S.	Govt. English School, Beruwala
686	Pathmaperuma, D. M.	Govt. English School, Padukka

## Negombo Centre (Boys).

734	Gunasekera, S. T.	Govt Anglo-Vernacular Boys' School, Teldeniya
742	Edirisinghe, P.	Govt. English School, Veyangoda
745	Jayasinghe, T. A.	do.
750	Senanayake, P.	do.
751	Sirisena, L. B.	do.
754	Wijewardane, S. P. R.	do.
778	Fernando, A. S.	St. Mary's Boys' English School, Chilaw

## Negombo Centre (Girls).

801	Sansoni, Mavis	Chilaw Girls' School
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## SECOND DIVISION.

## Ambalangoda Centre.

1	Dahanayake, C.	All Saints' College, Galle
9	Abraham, S. K.	Dharmasoka College, Ambalangoda
10	Bibile, V.	do.
15	De Silva, G. D. Dunlop	do.
17	De Silva, P. H. E.	do.
21	De Zoysa, W. S.	do.
23	Fernando, B. D.	do.
27	Gunawardane, A. P. S.	do.
29	Jinapala, S. W.	do.
35	Odiris, K.	do.
38	Piyadasa, M. W.	do.
40	Premadasa, S. W. de S.	do.
44	Siripala, J.	do.
53	Abeysekera, W. C. M.	Govt. English School, Ahungalla
54	De Silva, Y. A.	do.
55	Rajakaruna, K. A. P.	do.
57	Amaradasa, P.	Govt. English School, Hikkaduwa
59	De Silva, D. F.	do.
60	Gurusingha, B. D.	do.
61	Raphiel, G. S.	do.
62	Seneviratne, G.	do.
63	Warusavitare, D.	do.
65	Hendrick, W. A.	Piyaratana High School, Dodanduwa
66	Gunawardane, W. O.	Richmond College, Galle
69	Balthazaar, A. H.	St. Aloysius College, Galle
70	De Silva, W. K. C. R.	do.
71	D'Rozario, J. C.	do.
75	Samy, G. W.	Wesleyan Boys' English School, Ambalangoda
78	Devanarayana, D. H.	Private study

## Badulla Centre.

87	Gunaseena, K.	Buddhist High School, Badulla
88	Jayasinghe, D. D.	do.
91	Pentis, D. B.	do.
92	Piyadasa, K. A.	do.
96	Pilimatalawwa, A.	Govt. Anglo-Vernacular School, Peradeniya
97	Perera, C. F.	St. Bede's School, Badulla
98	Samarasena, W. M.	do.

Index No.	Name.	School.	Index No.	Name.	School.
101	Clements, E. A. V.	Uva Collegiate School, Badulla	327	Wijeyewardena, K. R. F.	Nalanda Vidyalaya, Colombo
103	James, G. S.	do.	329	Nayar, K. S.	St. Anthony's College, Kandy
107	Vaithom, J. S.	do.	332	La Faber, G. S. T.	St. Benedict's Boys' English School, Colombo
108	Wanigasakera, C. E.	do.	336	Seneviratne, P. R. de S.	do.
111	Taylor, Doris	Girls' High School, Badulla	339	Abraham, W. S.	St. Joseph's Boys' English School, Trincomalee
<i>Batticaloa Centre.</i>			342	Gunawardena, O. B.	St. Joseph's Preparatory School, Colombo
113	Krishnapillai, V.	St. Andrew's School, Batticaloa	343	Hingert, L. L.	do.
114	Kumarasamy, V.	do.	045	Perera, D. P. W.	do.
120	Kanapathippillai, V.	St. Joseph's Boys' School, Trincomalee	348	David, J. A.	St. Mary's School, Pettah
121	Canagasuriam, N.	St. Michael's College, Batticaloa	352	Nadarajah, M. K.	do.
122	De Silva, C.	do.	357	Perera, S. M.	do.
124	Jurie, F. W. W.	do.	360	White, L. C. D.	do.
126	Muttucumarasamy, S.	do.	370	Jayawardena, F. P.	Wesley College, Colombo
128	Pietersz, B. F.	do.	371	Perera, W. P. W.	do.
130	Sebamalai, M.	do.	376	Cader, H. L. M. A.	Zahira College, Colombo
131	Somasundaram, K.	do.	382	Kandasamy, K.	do.
132	Soosai pillai, M.	do.	387	Nansoor, M. M.	do.
134	Vadivelu, V. S.	do.	397	Atapattu, D. S.	Private study
137	Arunasalam, V.	Wesleyan Central College, Batticaloa	402	De Abrew, K. S.	do.
139	Gnanamuttu, S. K.	do.	403	De Alwis, E. D.	do.
140	Kanagasabapathy, N.	do.	407	Gunasekera, D. F.	do.
141	Kandiah, S. T.	do.	411	Jayatilleke, J. W. C.	do.
144	Thurasamy, T.	do.	412	Kandiah, A.	do.
146	Allagaturai, A.	Private study	923	Corderlag, C. L. O.	St. Thomas' College, Mt. Lavinia
148	Outschoorn, R. J.	do.	<i>Colombo Centre (Girls).</i>		
150	Swany, Margaret	St. Cecilia's School, Batticaloa	439	Gunawardena, Flora	C. M. S. Girls' English School, Kotte
152	Tanpoe, Georgiana	do.	443	Weerasinghe, Nelly	do.
153	Aaron, E. E. Thiviam	Vincent Girl's School, Batticaloa	449	Perera, Annette, M.	Dehiwala Girls' School
155	Vander Hoever, Breezie B.	do.	450	Abeyeratne, Lucy	Good Shepherd Convent, Kotahera
<i>Colombo Centre (Boys).</i>			451	Anderson, Maizie A.	do.
156	Aboobacker, A. M. S. S.	Ananda College, Colombo	453	Pieris, Patricia M.	do.
160	Ferrando, G. A.	do.	455	Silva, Grace M.	do.
164	Guruviah, R.	do.	456	Hampton, Daisy A.	Presbyterian Girls' School, Bambalapitiya
167	Ratnayake, N. D. A.	do.	457	De Silva, Suvanna	Regent street, Girls' School
171	De Costa, N. D.	Ananda Sastralaya, Kotte	459	Wijeyegunaratne, Irene	do.
176	Perera, R. A. E.	do.	463	Fernando, Reshi	St. Clare's College, Colombo
179	Wetasinghe, D. A.	do.	470	Jayasinghe, Irene	St. John's Mixed School, Nugegoda
180	Wijesinghe, D. D.	do.	471	Rupesinghe, Lena	do.
190	Kandiah, S.	Central College, Colombo	473	Fonseka, Millicent J.	St. Mary's Girls' School, Polwatta
197	Carolus, P. A.	C. M. S. Boys' English School, Kotte	481	De Livera, Iole F.	Wolvendoal Girls' School, Colombo
203	Jayakody, W. G.	do.	482	Gunawardena, Daisy	do.
206	Mariappen, M.	do.	484	Kern, Violet	do.
208	Pabilis, E. D.	do.	<i>Jaffna Centre.</i>		
211	Perera, L. S.	do.	492	Muththuvaloe, M.	Drieberg English School, Chavakacheheri
217	Silva, W. T.	do.	493	Ratnasabapathy, S.	do.
218	Vincent, D. M. D.	do.	495	Seganayagam, S.	Hindu Boys' English School, Trincomalee
222	Wijetunga, D. D.	do.	497	Chellathurai, V.	Karainagar Hindu Boys' English School
230	Edward, D.	Govt. Anglo-Vernacular School, Hanwella	498	Kanagasabai, K.	do.
232	Ariyadasa, K. M. H.	Govt. English School, Gampaha	500	Murugesu, S.	do.
233	Ariyaratne, M. D. Y.	do.	503	Ponniah, A.	do.
237	Jayasinghe, E.	do.	505	Thampiah, A.	do.
243	Kumarapeli, D. P.	do.	507	Markandoo, V.	Karativu Boys' English School
255	Wijesinghe, D. N.	do.	512	Nagarajah, S.	R. K. M. Vaidyeshvara Vidyalaya, Jaffna
256	Perera, K. A.	Govt. English School, Kadawata	516	Sebastiampillai, D. M. F.	St. Anthony's English School, Kayts
257	Perera, W. M.	do.	517	Tharmalingam, K. N.	do.
265	Ferrando, C. R.	Govt. Training College English School	540	Durairajah, A. S.	St. Xavier's School, Mannar
269	Marthelis, C. D.	do.	541	Lawrence, A.	do.
272	Perera, M. W.	do.	543	Ibrahim Saibu, M. M.	do.
274	Rajoo, S. S.	do.	544	Eliathamby, M.	Tellippalai American Mission English School
278	Siriwardena, W. S. de A.	do.	545	Nagaratnam, S.	do.
284	Herat, D. B.	Lorensz College, Colombo	546	Ponnudurai, M. S.	do.
286	Rapasinghe, D. B.	do.	548	Sellappah, V.	do.
287	Samaraweera, D. W.	do.	549	Sellathurai, A. S.	do.
288	Canagaratnam, K.	Mahabodhi College, Colombo	552	Sinnathurai, S.	do.
293	Elaris, B. L.	do.	554	Thambaiyah, A.	do.
294	Fernando, T. S.	do.	555	Veluppillai, K.	do.
300	Sirisena, V. T. G.	do.	558	Poopalasingam, K.	Victoria College, Jaffna
302	Weerasakera, H. D. P.	do.	576	Kumarasamy, Kamalambhai	Vembadi Girls' English School, Jaffna
304	Abeyagunawardena, J. F. I.	Nalanda Vidyalaya, Colombo	577	Mariampillai, M. Nesamany	do.
305	Abeyratne, R. M.	do.	579	Ponnusamy, Kunamary	do.
309	De Silva, R. R.	do.			
313	Fernando, N. A.	do.			
315	Gunasekera, C.	do.			
317	Karunaratne, G. N.	do.			
321	Silva, N. W.	do.			
322	Sudusingha, T. M.	do.			
326	Wijayawardena, M. J. S.	do.			



**Loss of Firearms.****JAFFNA DISTRICT.**

(1) Description of property: A single-barrelled muzzle-loading gun licensed under No. A 82166/2149 and bearing No. 2127 marked on the stock.

Owner: Sabapathy Saravanamuttu of Vannarponne east, Jaffna.

Remarks: Licensee is dead, and the gun is reported to have been stolen.

(2) Description of property: A single-barrelled muzzle-loading gun licensed under No. B 11291/2398 and bearing No. X 82 marked on the stock.

Owner: Sithamparan Nagan of Varany Iyathalai in Tenmaradchi division.

Remarks: The gun is reported to have been stolen.

(3) Description of property: A single-barrelled muzzle-loading gun licensed under No. B 37566/2598 and bearing No. 239 marked on the stock.

Owner: Konan Sellan of Sanketharvayal in Pachchilapali division.

Remarks: Licensee is dead, and the gun is reported to have been lost.

(4) Description of property: A double-barrelled muzzle-loading gun licensed under No. B 64680/2962 and bearing No. 0383 marked on the stock.

Owner: Arunasalam Kander of Veravil in Punakary division.

Remarks: Licensee is dead, and the gun is reported to have been lost.

L. A. NORTHCROFT,  
for Government Agent.

The Kachcheri,  
Jaffna, May 12, 1927

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Gangodawila, in Colombo Mudaliyar's division, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz:—

The area is bounded on the north by land boundary of the fields, south by Mr. Laurie Thomasz's land, and Pansalukurunduwatta, east by Karapinchagahakurunduwatta, west by Sedoris Perera's rubber land and Kiripellagahawatta.

This declaration shall take effect from the date hereof.

May 10, 1927.

D. E. WIJESSEKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Wellkada, in Colombo Mudaliyar's division, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz:—

The area is bounded on the north by Government drain, south by road to Mr. Dias's house, east by road to Mr. Dias's house, and west by road passing through the middle of Government land.

This declaration shall take effect from the date hereof.

May 10, 1927.

D. E. WIJESSEKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Watumulla, in Colombo Mudaliyar's division, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz:—

The area is bounded on the north by F. Fernando's land and southern boundary of A. Fernando, south by R. Fernando's land, east by Mango Hamy's owita, and footpath to fields, west by R. Fernando's land.

This declaration shall take effect from the date hereof.

May 10, 1927.

D. E. WIJESSEKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out on Gorakagahawatta at Hendala, in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz:—

The area is bounded on the north by high road and land belonging to H. Cornelis Appu, south by land belonging to Daniel Fernando, east by land belonging to S. Siyadoris Appu and others, west by land belonging to Jokin Fonseka and others.

This declaration shall take effect from the date hereof.

TIMOTHY F. ABAYAKOON,  
Mudaliyar, Alutkuru Korale south.  
Wattala, May 10, 1927.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out among Tavalam cattle at Vallai, Pavanai, and Kombanachi in Koddiiyar pattu, Trincomalee District, Eastern Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, viz:—

The area is bounded on the north by a line drawn westward from the Verugal anicut across Vellai-aru and Pavanai-aru to where Adampan-aru meets the Mahaveli-gangai north of Kurinchamunai junction, south and east by Verugal-ganga, west by the portion of Mahaveli-gangai between Kurinchamunai junction and the point where Adampan-aru meets the gangai.

This declaration shall take effect from this date.

W. G. VALLIPURAM,  
The Kachcheri, for Assistant Government Agent.  
Trincomalee, May 11, 1927.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Pannila village in Panawal korale east, Kegalla District: It is hereby declared that the under-mentioned area is infected in terms of section (1) and (2) of section 5 of Ordinance No. 25 of 1909:—

The infected area is bounded on the north by Puwakgahaela, east by the village boundary of Imbulpitiya, south by Maha-oya, and on the west by Gomala-oya and Donawe-oya.

This declaration is to take effect from to-day.

J. H. MEEDENIYA,  
Ratemahatmaya, Three Korales and Lower Butatgama.  
Ruwanwella, May 14, 1927.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

## Sale of Land.

IT is hereby notified that the following allotment of land belonging to the Municipal Council of Colombo, by virtue of certificate of title No. 693, dated April 14, 1923, will be sold by public auction for outright possession at 2.30 p.m., on Wednesday, June 22, 1927, at the Town Hall.

Conditions of sale will be made known at the time of sale or earlier on application to the undersigned.

A block of land bearing assessment No. 3071/130A Alutmawatta, situated in the Kōtahena Ward within the Municipal limits of Colombo, Western Province; bounded as follows:—

North by premises No. 3072/129 claimed by the owner.

East by premises No. 1389A/183C/2 claimed by K. A. Wilson.

South by premises No. 3068A/127A claimed by K. William Anthony.

West by premises No. 3070/130 claimed by A Veronica Silva.

Containing in extent 1 60/100 perches.

G. H. N. SAUNDERS,  
Municipal Treasurer.

Treasurer's Department, Town Hall,  
Colombo, May 11, 1927.

## MUNICIPALITY OF KANDY.

The Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on February 26, 1927, at 8.30 a.m., in accordance with Notice dated February 22, 1927.

*Present*:—Mr. W. L. Kindersley, Chairman; Mr. J. C. Ratwatte; Mr. G. E. de Silva; Mr. Haji M. S. Usoof Ismail; Mr. S. A. Wijayatilake; Dr. F. Keyt; Mr. E. H. Vander Straaten; and Mr. A. V. Perera.

1. The Minutes of Proceedings of the Meeting held on January 22, 1927, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted:—

- (a) Statement of receipts and disbursements from close of 1926, to January 31, 1927, on account of the Municipal Fund.
- (b) Progress report of works brought up to the same date.
- (c) Health Officer's report for January, 1927.
- (d) Statements of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of January, 1927.
- (e) The reservoir readings for January, 1927.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83 of "The Municipal Councils Ordinance No. 6 of 1910," be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table:—Reports by the several Inspectors on laundries, bakeries, dairies, standpipes, and house service taps inspected during January, 1927.

3A. Mr. Ratwatte presents petition from Hajumal and others asking for removal of standpipe at the junction of Temple street and Trincomalee street.

Resolved that the petition be referred to the Superintendent of Municipal Works for report.

3B. Mr. Ismail presents petition from D. Peiris and others for the removal of the Bus stand from King street.

Resolved that the petition be referred to the Revenue Inspector for census of buses in the town and report.

3C. Mr. Wijayatilake presents petition from Marikar Saibo asking for permission to open a brick kiln on his land near Lady Blake's drive.

Resolved that the petition be referred to the Medical Officer of Health for report.

4. Correspondence:—(1) Letter No. U 281/1926 of January 22, 1927, from the Hon. the Colonial Secretary, approving by-law regarding ponies in hiring buggies.—Read.

(2) Letter No. U 116/1926 of February 3, 1927, from the Hon. the Colonial Secretary *re* collection of licence fees in money instead of stamps.—Read.

(3) Letter No. U 198/1926 of February 10, 1927, from the Hon. the Colonial Secretary *re* amendment of the Municipal Councils Ordinance.—Read.

(4) Letter No. U 60 of February 18, 1927, from the Hon. the Colonial Secretary, intimating that authority has been issued to the Surveyor-General for survey of land in Udawattekele required for the construction of model tenements.—Read.

(5) Letter No. 65 of February 7, 1927, from the Secretary, Board of Improvement Commissioners, Kandy, forwarding resolution of the Board vesting lots 1–26 in preliminary plan No. 7,703 in the Municipal Council.—Read.

(6) Letter of January 8, 1927, from the Hony. Secretary, Kandy Law Society, applying for an annual grant for the Kandy Law Library.—Resolved that the matter be referred to the Law Committee.

(7) Letter of January 18, 1927, from the Municipal Electrical Engineer *re* the extension of lights along Lewella road.—Resolved that the estimate of Rs. 140 for the extension be sanctioned.

(8) Letter of January 27, 1927, from the Provincial Engineer, Central Province (North), forwarding sheets of tracing showing the proposed widening of the Kandy-Haragama road and asking for the approval of the Council for the proposed widening.—Resolved that the modified scheme for throwing out the Lake road into the lake be approved as it takes up far less of the lake.

(9) Letter of February 23, 1927, from the Hony. General Secretary, Kandy Social Service League, asking for two houses in the Mahaiyawa Model Tenements for child welfare and clinic at Mahaiyawa.—Resolved that the request be complied with and the Medical Officer of Health be asked to give effect to the proposal.

(10) Letter from the Hony. Secretary, Kandy Social Service League, recommending that Mrs. Isabel M. Beven be appointed as Acting Secretary of the Maternity and Child Welfare Committee during the absence of Miss Armistead from the Island.—Resolved that the proposed arrangements be approved.

5. Pursuant to notice, Mr. Perera asked—(1) Does this Council possess a reference library of text books on Municipal subjects for the use of the members and the staff? (2) Does this Council subscribe to any periodicals or journals dealing with Municipal subjects? (3) If the reply to either of the above questions is in the affirmative, will the Chairman be pleased to table a list showing—(a) The books comprising the reference library; (b) The periodicals and journals to which this Council subscribes? (4) If the answer is in the negative, will the Chairman take such steps as are necessary for the formation of an adequate reference library, comprised of text books and periodicals for the use of the members and the staff?

The Chairman replied in the negative to (1) and (2), but tabled a list of reference books ordered out for the officers of the Council.

As regards (4) Mr. Perera was asked to make a definite recommendation in regard to the books and periodicals for such a library.

6. Pursuant to notice, Mr. Perera moved—That Katukelle lake road and the footpath leading therefrom to Bahirawakande and Asgiriya be improved so as to render the same less dangerous, and that electric lights be provided all along this path to its junction with Lady Manning's drive.—Mr. de Silva seconded.

Resolved that estimates be called for from the Superintendent of Municipal Works and the Municipal Electrical Engineer for the proposed improvements.

7. Pursuant to notice, Mr. Wijayatilake moved—That the unlit portion of Peradeniya road from Welata to Peradeniya bridge be supplied with electric arc lamps as in Prince of Wales avenue, Colombo, and that the Electrical Engineer be requested to submit an estimate for the purpose. Mr. Ismail seconded.

Resolved that an estimate be called for from the Municipal Electrical Engineer.

8. Pursuant to notice, Mr. Wijayatilake moved—That as the vibration caused by the fast running heavily laden lorries and buses results in damage to houses, situated bordering the road, steps be taken to get the by-laws relating to motor traffic so amended as to restrict the speed limit of buses and lorries within the Municipal limits to 8 miles per hour.

The Chairman drew the attention of the mover to the existing by-law restricting the speed limit of buses to 8 miles an hour within Municipal limits.

It was agreed to invite the attention of the Superintendent of Police, Central Province, to this by-law and ask him to enforce it.

9. Pursuant to notice, Mr. Wijayatilake moved—That a scale of salaries for the physicians attached to the Ayurvedic Dispensary be prepared and that their appointments be made pensionable. Mr. de Silva seconded.

Resolved that the matter be referred to the Finance Committee.

10. Pursuant to notice, Mr. Wijayatilake moved—That the Superintendent of Works be asked to submit an estimate for building a kitchen on Municipal land in the vicinity of the Ayurvedic Dispensary for the use of the physicians in charge for the preparation of oils and drugs. Mr. de Silva seconded.

Resolved that the Superintendent of Municipal Works be asked to furnish an estimate for a kitchen.

11. To sanction estimate of Rs. 45 for covering the cement counters in the Fish stall at Katugastota with Minton tiles.

Resolved that the estimate be sanctioned.

12. To sanction leave in excess of 30 days granted to the following officers:—Dr. P. R. Tennekoon, 39 days; M. C. Abdul Jawad, 31½ days; T. B. de Alwis, 35 days; P. E. Seneviratne, 44 days; J. A. Wipulasena, 70 days.

Resolved that the leave be sanctioned.

13. To obtain a vote of Rs. 150 for fire engine re-fills.

Resolved that the vote be allowed.

14. The report of the Medical Officer of Health on Mr. A. V. Perera's motion for removal of slaughter-house to Katugastota.

Resolved that the report be referred to the Standing Committee on Markets with Mr. Perera added.

15. Letter of the Superintendent of Municipal Works *re* cutting off the water supply from Katugastota. Resolved that the Superintendent of Municipal Works be asked to draw up scheme for cutting off different parts of the town at stated hours.

16. Papers *re* lease of site opposite the Victoria Commemoration Buildings to Messrs. Ismail & Co. Resolved that the covenant for renewal be for a fixed period of 25 years provided the land is not required for a public purpose.

The rent for the renewed period to be a fixed increase of 50 per cent. on the present rent.

Confirmed this 26th day March, 1927 :

W. L. KINDERSLEY,  
Chairman, Municipal Council, Kandy.



## A.—GENERAL REVENUE ACCOUNT.

## Revenue Account for the Two Months, January 1 to February 28, 1927.

EXPENDITURE.	Estimated for 1927.		Incurred from January 1 to February 28, 1927.
	Rs.	c.	Rs. c.
1 Administrative, Personal Emoluments ..	78,681	3	13,332 25
1A Administrative, Other Charges ..	20,460	0	4,067 79
2 Rice allowance to coolies ..	1,800	0	—
3 Collectors ..	9,000	0	454 79
4 Infectious diseases, prevention ..	4,000	0	632 5
5 Scavenging streets and removal of house and trade refuse ..	36,660	0	5,218 42
6 Conservancy of latrines ..	47,600	0	7,725 86
7 Minor sanitary services ..	3,045	0	22 45
8 Roads, buildings, parks, &c., maintenance ..	54,895	0	7,176 85
9 Public lighting ..	29,000	0	5,084 33
10 Water services ..	11,600	0	1,457 48
11 Town improvements ..	6,700	0	1,143 57
12 Markets ..	8,166	40	1,367 39
13 Slaughter-houses ..	4,771	81	423 58
14 Cemetery ..	2,557	0	412 33
15 Municipal Court ..	2,372	0	323 59
16 Police ..	30,000	0	—
17 Education ..	200	0	—
18 Free Library ..	2,400	0	2,400 0
19 Poor relief and public recreation ..	15,070	0	2,000 6
20 Pensions ..	3,956	63	698 56
21 Loan repayments and interest ..	60,351	50	7,750 0
22 Miscellaneous services ..	6,850	0	932 82
	<u>440,146</u>	<u>37</u>	<u>62,624 17</u>
23 Capital expenditure (provided from revenue) ..	41,179	0	3,111 57
	<u>481,325</u>	<u>37</u>	<u>65,735 74</u>

REVENUE.	Estimated for 1927.		Accrued from January 1 to February 28, 1927.
	Rs.	c.	Rs. c.
1 Consolidated rate ..	206,000	0	523 51
2 Taxes ..	36,432	0	16,690 0
3 Tolls ..	27,477	0	874 50
4 Licence fees and stamp duties :—			
(a) Licence fees ..	4,950	0	2,067 25
(b) Stamp duties ..	23,895	0	8,335 25
5 Slaughter-house fees ..	10,850	0	2,041 46
6 Conservancy fees ..	32,950	0	6,119 74
7 Rents ..	72,985	75	12,062 1
8 Judicial fines ..	6,500	0	1,636 87
9 Water service ..	11,250	0	2,557 95
10 Government grants ..	34,600	0	524 63
11 Education account ..	—	—	—
12 Miscellaneous receipts ..	17,800	0	2,638 68
	<u>485,689</u>	<u>75</u>	<u>56,071 85</u>
Balance being excess of expenditure over revenue ..	—	—	9,663 89
			<u>65,735 74</u>

Kandy, March 25, 1927.

E. B. PEIRIS, Accountant.

Balance Sheet, February 28, 1927.					
LIABILITIES.			Amount.	Total.	
			Rs. c.	Rs. c.	
Loans outstanding :—					
Government of Ceylon .. .. .			105,402 98		
		Rs. c.			
Local loans commissioners, on December 31, 1926 ..		414,666 66			
Less repayment in 1927 .. .. .		5,000 0			
			409,666 66		515,069 64
Loans redeemed account on December 31, 1926 ..			385,230 36		
Redeemed in 1927 .. .. .			5,000 0		
					390,230 36
Revenue contributions to capital outlay on December 31, 1926 ..			—		613,159 42
Government contributions for capital services on December 31, 1926 ..			—		121,953 34
Private donations for capital services on December 31, 1926 ..			—		2,900 0
					1,643,312 76
Capital account, balance in hand .. .. .			—		168,695 43
Sundry creditors :—					
Police bill account .. .. .			15,000 0		
Tradesmen .. .. .			8,506 2		
Outstanding wages .. .. .			3,239 35		
Market stall rent securities .. .. .			4,547 50		
Model tenements securities .. .. .			1,203 0		
Sundry securities .. .. .			4,080 45		
Free Library upkeep account .. .. .			2,540 79		
Free Library Members' deposit account .. .. .			394 0		
Miscellaneous deposits .. .. .			2,013 28		
Municipal court fines awards .. .. .			1,607 25		
Tools and stores lost account .. .. .			1 30		
Lettering vehicles .. .. .			4 0		
Times book club account .. .. .			—		
Board of Improvement deposit account .. .. .			2,135 45		
Maternity and Child Welfare Committee .. .. .			533 87		
					45,806 26
Back lane scheme, contributions .. .. .			—		18,480 44
Sinking fund :—					
Amount to credit invested as <i>per contra</i> .. .. .			—		62,982 40
Revenue account, balance from 1926 .. .. .			284,939 80		
Less expenditure in excess of revenue from January 1 to February 28, 1927, as per revenue account .. .. .			9,663 89		
					275,275 91
					571,230 44
ASSETS.					
	Expended	Expended	Total	Unexpended	Total
	to Dec.	during	Capital	Balance	Assets.
	31, 1926.	1927.	Outlay.	in Hand.	
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Capital outlay :—					
Town Hall and Municipal offices .. .. .	37,469 98	—	37,469 98	—	
Markets .. .. .	77,442 91	—	77,442 91	—	
Rice granaries and depôts .. .. .	60,860 38	—	60,860 38	—	
School buildings .. .. .	10,156 51	—	10,156 51	—	
Model dwellings .. .. .	250,790 61	—	250,790 61	24,209 39	
Ayurvedic dispensary .. .. .	2,824 36	—	2,824 36	75 64	
Do. lighting .. .. .	357 56	—	357 56	—	
Other Municipal buildings .. .. .	66,658 53	—	66,658 53	—	
Roads, pavements, &c. .. .. .	116,013 19	—	116,013 19	—	
Drainage .. .. .	156,343 28	—	156,343 28	—	
Public latrines .. .. .	30,083 58	—	30,083 58	—	
Motor, carriage, and rickshaw stands .. .. .	3,361 72	—	3,361 72	—	
Recreation grounds .. .. .	30,649 26	—	30,649 26	—	
Waterworks .. .. .	472,089 79	—	472,089 79	—	
Investigations into water schemes .. .. .	5,476 59	—	5,476 59	—	
Waterworks, new scheme* .. .. .	101,188 9	—	94,652 29	120,212 71	
Steam road roller .. .. .	14,902 36	—	14,902 36	—	
Conservancy hand carts .. .. .	226 0	—	226 0	—	
Incinerator .. .. .	679 1	—	679 1	—	
Fire extinguishing apparatus .. .. .	4,461 34	—	4,461 34	—	
Burial grounds and cemeteries (improvements from 1925) .. .. .	1,334 52	—	1,334 52	—	
Public notice boards .. .. .	106 40	—	106 40	—	
Dredger .. .. .	3,939 2	—	3,939 2	—	
Dhobies' tanks .. .. .	11,560 83	—	11,560 83	—	
Paving Meda-ela .. .. .	15,006 64	7,180 67	22,187 31	24,187 69	
	1,473,982 46				
*Less amount recovered by sale of pipes .. .. .	6,535 80				
	1,467,446 66	7,180 67	1,474,627 33	168,685 43	1,643,312 76

ASSETS.	Expended	Expended	Total	Unexpended	Total
	to Dec. 31, 1926.	during 1927.	Capital Outlay.	Balance in Hand.	Assets.
	Rs. c.	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Loan to Electricity Department	—	—	—	—	156,938 37
Investments held by trustees of Sinking Fund	—	—	—	—	62,982 40
Stocks and stores :—					
Stores	—	—	—	10,470 43	
Rice	—	—	—	338 36	
Stationery stock account	—	—	—	—	
Sundry debtors :—					10,808 79
Rates, taxes, &c.	—	—	—	46,455 18	
Cheques returned by Bank	—	—	—	—	
Advance of pay, &c.	—	—	—	1,625 25	
Sale of stores	—	—	—	9 20	
Times book club account	—	—	—	481 92	
Board of Improvement	—	—	—	2,265 52	
Loans to Municipal Officers for purchase of cars	—	—	—	1,637 50	
Cash :—					52,474 57
In Mercantile Bank, fixed deposit	—	—	—	220,000 0	
In Mercantile Bank, current account	—	—	—	67,823 76	
Petty cash in hand	—	—	—	202 55	
					288,026 31
					571,230 44

E. B. PEIRIS, Accountant.

Kandy, March 25, 1927.

## B.—ELECTRICITY DEPARTMENT

## Revenue Account for the Two Months, January 1 to February 28, 1927.

EXPENDITURE.	Estimated for 1927.		Expended Jan. 1 to Feb. 28, 1927.		Total.
	Rs.	c.	Rs.	c.	
Generation of electricity :—					
Fuel	20,663	28	3,105	42	
Oil, waste, and engine room stores	4,809	0	1,206	82	
Salaries and wages at works	8,520	0	1,791	92	
Repairs and maintenance :—					
(a) Buildings	500	0	615	97	
(b) Engines, boilers, machinery, and plant	4,500	0	1,148	99	
Distribution of electricity :—					7,869 12
Salaries of outdoor staff	3,984	0	537	98	
Repairs and maintenance of meters, switches, and other apparatus	950	0	245	57	
Public lamps :—					783 55
Salaries and wages	4,400	0	812	3	
Repairs and maintenance	3,000	0	236	54	
Works executed for customers :—					1,048 57
Labour	8,880	0	2,433	68	
Materials	19,600	0	8,119	45	
Management and general expenses :—					10,553 13
Salaries	17,339	42	2,956	60	
Rent of Engineer's bungalow	1,200	0	200	0	
Printing and stationery	750	0	197	77	
Legal expenses	50	0	—	—	
Telephone	225	0	210	0	
Audit fees	600	0	—	—	
Sundry charges	500	0	139	96	
Bicycle for Meter Inspector	140	0	—	—	
					3,704 33
Total amount of working expenses	100,610	70	—	—	23,958 70
Gross profit carried to nett revenue account	—	—	—	—	18,033 70
					41,992 40

INCOME.	Estimated for 1927.		Realized Jan. 1 to Feb. 28, 1927.		Total.
	Rs.	c.	Rs.	c.	
Sale of electricity :—					
Private lighting .. .. .	116,000	0	19,509	64	
Power of heating .. .. .	—	—	—	192	70
Public lighting .. .. .	36,500	0	5,555	86	
Municipal Department .. .. .	400	0	89	35	
					25,347 55
Public lamps :—					
Attendance and maintenance .. .. .	—	—	—	—	
Works executed for customers and goods sold :—					
From customers .. .. .	43,000	0	15,753	35	
					15,753 35
Rent of meters :—					
Recoveries .. .. .	4,500	0	804	0	
					804 0
Sundry revenue :—					
Miscellaneous receipts .. .. .	1,000	0	87	50	
					87 50
	201,400	0			41,992 40

E. B. PEIRIS, Accountant.

Kandy, May 11, 1927.

## Nett Revenue Account, January and February, 1927.

Interest .. .. .			Rs. 1,364	0
Nett profit unappropriated on December 31, 1926 .. .. .		Rs. 74,869	67	
Nett profit for January, 1927 .. .. .	Rs. 9,087	92		
Nett profit for February, 1927 .. .. .	Rs. 10,352	77		
		Rs. 19,440	69	
				94,310 36
				95,674 36
Balance from 1926 .. .. .				74,869 67
Refund of custom duty .. .. .				2,770 99
Gross profit .. .. .				18,033 70
				95,674 36

E. B. PEIRIS, Accountant.

Kandy, May 11, 1927.

## Electricity Department.

## BALANCE SHEET, FEBRUARY 28, 1927.

LIABILITIES.		Rs.	c.	
Revenue contribution to capital outlay .. .. .		102,523	95	
Loan from Local Loan Commissioners .. .. .		88,500	0	
Temporary loan from Municipal fund .. .. .		156,938	37	
Reserve for depreciation .. .. .		35,244	90	
Interest and principal accrued .. .. .		7,170	11	
Sundry creditors .. .. .		17,678	41	
Outstanding wages .. .. .		2,429	6	
Customers deposits .. .. .		4,279	82	
Nett revenue account—Balance at credit .. .. .		94,310	36	
		509,074	98	
ASSETS.		Expended up to December 31, 1926.	During 1927.	Total.
Capital outlay—		Rs. c.	Rs. c.	Rs. c.
Acquisition of undertaking .. .. .		150,000	0	150,000
Extensions of building .. .. .		26,377	81	27,140
New parts for engine .. .. .		7,276	73	7,276
Storage battery .. .. .		48,955	14	48,955
Switch board .. .. .		2,012	35	2,012
Meters .. .. .		4,963	97	5,799
Mains provided from revenue contributions .. .. .		69,552	63	82,359
Do. from loan funds .. .. .		28,500	0	28,500
Air compressor .. .. .		2,319	21	2,319
New generating plant .. .. .		72,057	18	72,057
		412,015	2	426,420
Stores on hand .. .. .				12,677
Fitting on hire .. .. .				296
Sundry debtors .. .. .				69,365
Petty cash—Municipal Electrical Engineer .. .. .				71
Petty cash—Shroff., Municipal Council, Kandy .. .. .				244
				509,074 98

E. B. PEIRIS, Accountant.

Kandy, May 11, 1927.

**The Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on March 26, 1927, at 8.30 a.m., in accordance with Notice dated March 22, 1927.**

*Present* :—Mr. W. L. Kindersley, Chairman; Mr. J. C. Ratwatte; Mr. G. E. de Silva; Dr. G. P. Hay; Mr. Haji M. S. Usoof Ismail; Mr. S. A. Wijayatilake; Dr. F. Keyt; Mr. E. H. Vander Straaten; and Mr. A. V. Perera.

1. The Minutes of Proceedings of the Meeting held on February 26, 1927, having been previously submitted to the Chairman for his approval and a copy thereof furnished to each Member, were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

- (a) Statement of receipts and disbursements from close of 1926, to February 28, 1927, on account of the Municipal Fund.
- (b) Progress report of works brought up to the same date.
- (c) Health Officer's report for February, 1927.
- (d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of February, 1927.
- (e) The reservoir readings for February, 1927.

Resolved that the statement (a), together with the Minutes of Proceedings of this Meeting, as required by section 83 of "The Municipal Councils Ordinance No. 6 of 1910," be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. The following papers were laid on the table :—Reports by the several Inspectors on laundries, bakeries, dairies, standpipes, and house service taps inspected during February, 1927.

4. Correspondence :—(1) Letter No. J 38/26 of March 2, 1927, from the Hon. the Colonial Secretary *re* strengthening the Police Force in Kandy to enable a sufficient number of constables to be placed on point duty.—Read.

(2) Letter No. M 78/26 of March 5, 1927, from the Hon. the Colonial Secretary on the conservancy of the Kandy lake.—Read.

Resolved that the report of the Special Committee on the conservancy of the lake be circulated.

(3) Letter No. W 128/27 of March 16, 1927, from the Hon. the Colonial Secretary, sanctioning the purchase of a piece of land 8.25 perches in extent from Mr. J. Barnett for Rs. 150 for widening Hantane road.—Read.

Resolved that Mr. Vanderwall be asked to draw up deed of transfer.

(4) Letter No. 581 of February 19, 1927, from the Colonial Auditor, suggesting the recovery of rice advances in future at the market rate.—Resolved that the suggestion of the Colonial Auditor be adopted.

5. Pursuant to notice, Mr. Ratwatte moved—That Government be asked to undertake the conservancy of the lake, the Council giving over its plant. Mr. Ismail seconded.—Carried.

6. The following resolution which stood in the name of Mr. Wijayatilake was with the leave of Council withdrawn pending decision of Government on question of hospital extension :—"That as the acquisition of land from Deyannawela is not likely to be necessary for the proposed extensions to the Government Hospital, this Council do request the Board of Improvement to take in hand immediately the construction of model tenements at Deyannawela in terms of the scheme already approved."

7. Pursuant to notice, Mr. Wijayatilake moved—That the Postmaster-General be requested to provide pillar post boxes for Welatta and Getambe on Peradeniya road, and on Halloluwa road at the junction of Halloluwa road and Lady Blake's drive, and Mahaiyawa near Railway Station. Mr. de Silva seconded.—Carried.

8. To sanction the payment of 25 cents per dog to the police for the burial of dogs shot.—Resolved that payment at this rate be sanctioned.

9. To obtain a vote of Rs. 60 to fix a water tap near the retail rice depôts on the market grounds.—Resolved that the vote be allowed.

10. The report of the Hon. Secretary, on the Municipal Free Ayurvedic Dispensary for the year 1926.—Tabled.

On the suggestion of Mr. Ratwatte it was agreed to add Dr. Hay and Dr. Keyt as members of the Committee of Management and Control of the Free Ayurvedic Dispensary.

11. Recommendations of Standing Committees :—

*Markets and Sanitation.*

(1) That the unexpended balance (Rs. 779.44) of the 1926 vote for Maternity and Child Welfare be utilized for the salary of a fourth midwife (Muslim preferred).

*Finance and Assessment.*

(2) That Mr. P. E. Seneviratna, clerk, Works Department, be transferred with pension rights to the Railway Department.

(3) That the Assistant Secretary be allowed, in accordance with by-law 27 (1) of the Council's by-laws relating to leave, a remuneration equal to one-third of his salary as acting pay from the date of expiration of the vacation leave granted to the Secretary.

(4) That the temporary accounts clerk (D. A. S. Senaratne) be confirmed as accounts clerk on a salary of Rs. 480 per annum rising by Rs. 48 per annum to Rs. 960 per annum.

(5) That a monthly travelling allowance of Rs. 10 be paid to each Municipal Midwife.

*Municipal Works.*

(6) That the estimate of Rs. 990 for building side drains on Bahirawakanda road be sanctioned.

(7) That the estimate of Rs. 38 for additional lamp for Wace Park, side path, be sanctioned.

(8) That applications for water service to premises whose annual value is Rs. 1,200 or above be allowed pending increase to the existing water supply.

*Electricity Committee.*

(9) That a loan of Rs. 60,000 be obtained from the Local Loans Commissioners for the purchase of an additional Ruston Engine for the Power Station.

(10) That the Municipal Electrical Engineer be allowed to undertake work for other than rate payers with previous sanction of the Council, the fee recovered for such services being divided equally between the Council and himself.

Resolved that the recommendations be adopted with the exception of (4).

It was agreed to retain Mr. Senaratne as temporary clerk on his present pay, pending further inquiry into the necessity for creating the appointment.

12. With the leave of the Council Mr. de Silva moved—That a Special Committee consisting of the Chairman, Messrs. Vander Straaten, Ratwatte, Wijayatilake, Perera, and himself be appointed to report on the working of the office. Mr. Wijayatilake seconded and suggested that Mr. Ismail be substituted for himself.

The motion was carried as amended.

Confirmed this 23rd day of April, 1927 :

W. L. KINDERSLEY,  
Chairman, Municipal Council, Kandy.

**A.—GENERAL REVENUE ACCOUNT.**  
**Revenue Account for the Three Months, January 1 to March 31, 1927.**

EXPENDITURE.	Incurred from		REVENUE.	Accrued from	
	Estimated for 1927.	Jan. 1 to Mar. 31, 1927.		Estimated for 1927.	Jan. 1 to Mar. 31, 1927.
	Rs.	c.		Rs.	c.
1 Administrative, Personal Emoluments	78,681	3	19,864	70	
1A Administrative, Other Charges	20,460	0	5,582	62	
2 Rice allowance to coolies	1,800	0			
3 Collectors	9,000	0	2,192	50	
4 Infectious disease, prevention	4,000	0	1,013	86	
5 Scavenging streets and removal of house and trade refuse	36,660	0	7,945	7	
6 Conservancy of latrines	47,600	0	11,454	11	
7 Minor sanitary services	3,045	0	279	52	
8 Roads, buildings, parks, &c., maintenance	54,895	0	9,957	79	
9 Public lighting	29,000	0	7,716	64	
10 Water services	11,600	0	2,202	26	
11 Town improvements	6,700	0	1,697	91	
12 Markets	8,166	40	2,047	15	
13 Slaughter-houses	4,771	81	592	26	
14 Cemetery	2,557	0	611	90	
15 Municipal court	2,372	0	449	64	
16 Police	30,000	0			
17 Education	200	0	200	0	
18 Free library	2,400	0	2,400	0	
19 Poor relief and public recreation	15,070	0	3,370	4	
20 Pensions	3,956	63	1,048	48	
21 Loan repayments and interest	60,361	50	7,750	0	
22 Miscellaneous services	6,850	0	1,346	12	
	440,146	37	89,722	57	
23 Capital expenditure (provided from revenue)	41,179	0	7,196	8	
	481,325	37	96,918	65	
Balance being revenue in excess of expenditure			29,808	57	
			126,727	22	
			485,689	75	126,727
					22

Kandy, April 22, 1927.

## Balance Sheet, March 31, 1927.

E. B. PEIRIS, Accountant.

LIABILITIES.		Amount.	Total.	Amount.	Total.
		Rs.	c.	Rs.	c.
Loans outstanding :—					
Government of Ceylon	..	105,402	98		
Local loans commissioners on December 31, 1926	..	414,666	66		
Less repayment in 1927	..	5,000	0		
		409,666	66		
			515,069	64	
Loans redeemed account on December 31, 1926	..	385,230	36		
Redeemed in 1927	..	5,000	0		
			390,230	36	
Revenue contributions to capital outlay on December 31, 1926	..		613,159	42	
Government contributions for capital services on December 31, 1926	..		121,953	34	
Private donations for capital services on December 31, 1926	..		2,900	0	
			1,643,312	76	
Capital account, balance in hand				166,522	10
Sundry creditors :—					
Police bill account	..	15,000	0		
Tradesmen	..	7,392	9		
Outstanding wages	..	3,958	94		
Market stall rent securities	..	5,447	50		
Model tenement securities	..	1,203	0		
Sundry securities	..	3,791	38		
Free Library upkeep account	..	2,382	52		
Free Library Members' deposit account	..	402	50		
Miscellaneous deposits	..	2,086	15		
Municipal court fines awards	..	2,307	25		
Tools and stores lost account	..	2	60		
Lettering vehicles	..	2	0		
Times book club account	..				
Board of improvement deposit account	..	2,391	70		
Maternity and Child Welfare Committee	..				
Collectors' securities account	..	8,000	0		
			53,467	63	
Back lane scheme, contributions	..		19,810	84	
Sinking fund :—					
Amount to credit invested as per contra	..		62,982	40	
Revenue account, balance from 1926	..	284,939	80		
Add revenue in excess of expenditure from January 1 to March 31, 1927, as per revenue account	..	29,808	57		
			314,748	37	
			617,531	34	

	Expended to Dec. 31, 1926.		Expended during 1927.		Total Capital Outlay.	Unexpended Balance in Hand.	Total Assets.	
	Rs.	c.	Rs.	c.			Rs.	c.
Assets.								
Capital outlay :—								
Town Hall and Municipal offices	37,469	98	—	—	37,469	98	—	—
Markets	77,442	91	—	—	77,442	91	—	—
Rice granaries and depôts	60,860	38	—	—	60,860	38	—	—
School buildings	10,156	51	—	—	10,156	51	—	—
Model dwellings	250,790	61	—	—	250,790	61	24,209	39
Ayurvedic dispensary	2,824	36	—	—	2,824	36	75	64
Do. lighting	357	56	—	—	357	56	—	—
Other Municipal buildings	66,658	53	—	—	66,658	53	—	—
Roads, pavements, &c.	116,013	19	—	—	116,013	19	—	—
Drainage	156,343	28	—	—	156,343	28	—	—
Public latrines	30,083	58	—	—	30,083	58	—	—
Motor, carriage, and rickshaw stands	3,361	72	—	—	3,361	72	—	—
Recreation grounds	30,649	26	—	—	30,649	26	—	—
Waterworks	472,089	79	—	—	472,089	79	—	—
Investigations into water schemes	5,476	59	—	—	5,476	59	—	—
Waterworks, new scheme*	101,188	9	—	—	94,652	29	120,212	71
Steam road roller	14,902	36	—	—	14,902	36	—	—
Conservancy hand carts	226	0	—	—	226	0	—	—
Incinerator	679	1	—	—	679	1	—	—
Fire extinguishing apparatus	4,461	34	—	—	4,461	34	—	—
Burial grounds and cemeteries (improvements from 1925)	1,334	52	—	—	1,334	52	—	—
Public notice boards	106	40	—	—	106	40	—	—
Dredger	3,939	2	—	—	3,939	2	—	—
Dhobies' tanks	11,560	83	—	—	11,560	83	—	—
Paving Meda-ela	15,006	64	9,344	0	24,350	64	22,024	36
	1,473,982	46						
* Less amount recovered by sale of pipes.	6,535	80						
	1,467,446	66	9,344	0	1,476,790	66	166,522	10
								1,643,312 76
Loan to Electricity Department	—	—	—	—	—	—	—	160,339 90
Investments held by Trustees of Sinking Fund	—	—	—	—	—	—	—	62,982 40
Stocks and stores—								
Stores	—	—	—	—	—	11,158	37	
Rice	—	—	—	—	—	341	71	
Stationery stock account	—	—	—	—	—	—	—	11,500 8
Sundry debtors :—								
Rates, taxes, &c.	—	—	—	—	—	80,866	60	
Maternity and Child Welfare Committee advance account	—	—	—	—	—	700	1	
Advance of pay, &c.	—	—	—	—	—	3,886	62	
Sale of stores	—	—	—	—	—	24	19	
Times book club account	—	—	—	—	—	481	92	
Board of Improvement	—	—	—	—	—	2,335	31	
Loans to Municipal Officers for purchase of cars	—	—	—	—	—	1,462	50	
								89,757 15
Cash :—								
In Mercantile Bank, fixed deposit	—	—	—	—	—	225,500	0	
In National Bank, fixed deposit	—	—	—	—	—	2,000	0	
In National Bank, current account	—	—	—	—	—	65,355	28	
Petty cash in hand	—	—	—	—	—	96	47	
								292,951 75
								617,531 34

Kandy, April 22, 1927.

E. B. PEIRIS, Accountant.

## Licence to Practise as Brokers.

THE following have been licensed in April, 1927, by the Chairman, Municipal Council, Kandy, under the Surveyors, Auctioneers, and Brokers Ordinance, No. 15 of 1889 :—

N. M. Zaindeen, Broker.  
Ana Habibu Mohamado, Broker.

Municipal Office,  
Kandy, May 13, 1927.

E. B. PEIRIS,  
Acting Secretary.



## ROAD COMMITTEE NOTICES.

## Branch Road from Maskeliya to Moray.

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, 1927, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said roads, as follows:—

(Estimate No. D 172, sanctioned on November 11, 1926.)

Government moiety	Rs. 1,715·00
Private contributions	Rs. 1,732·15

1st to 2nd section, 47·46 lines.

Total acreage, 6,101—Moiety of cost, Rs. 518·90—  
Sectional rate, ·08505c.—Total rate, ·08505c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Geo. Steuart & Co.	Kintyre	288	24 51
Do.	Bitterne	169	14 38
The Ceylon Land and Produce Co.	Rikarton and Leaston	596	50 70

1st to 3rd section, 64·88 lines.

Total acreage, 5,048—Moiety of cost, Rs. 190·50—  
Sectional rate, ·03773c.—Total rate, ·12278c.

A. N. Greig	Laxapana, York, and John's Land	866	106 34
The Laxapana Tea Co.	Blantyre	239	29 36
Do.	St. Andrew's	321	39 42
C. Johnson	Dalhousie	289	35 40
Do.	Situlaganga	143	17 57
A. N. Greig	Suluganga	155	19 4

1st to 4th section, 117·68 lines.

Total acreage, 3,035—Moiety of cost, Rs. 577·23—  
Sectional rate, ·19019c.—Total rate, ·31297c.

E. H. Etches	Forres	387	121 13
--------------	--------	-----	--------

1st to 5th section, 158·40 lines.

Total acreage, 2,648—Moiety of cost, Rs. 445·18—  
Sectional rate, ·16811c.—Total rate, ·48108c.

Uplands Tea Estates				
Co.	Estate	Acreage	Amount Rs. c.	
Uplands Tea Estates Co.	Moray and Valladolid	461	221 79	
	Do.	Geddes	198	95 26
	Do.	Corfu	187	89 97
	Do.	Rajamalle	212	102 0
L. Elwell	Gatmore Group, Larchfield, Gartmore, Bevys, and Frogmore	848	407 97	
Shaw, Wallace & Co.	Adam's Peak	742	356 97	
		Total	1,731 81	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 30, 1927.

	Rs. c.
N.B.—Private contributions on maintenance estimate	1,732 15
Unexpended balance maintenance 1925-26	0 34
	1,731 81

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 9, 1927.

## Darrawella-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, 1927, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the District interested, as follows:—

(Estimate No. D 177, sanctioned on November 11, 1926.)

Government moiety	Rs. 1,800·00
Private contributions	Rs. 1,818·00

1st section, 32·85 lines.

Total acreage, 2,954—Moiety of cost, Rs. 322·17—  
Sectional rate, ·19062c.—Total rate, ·19062c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
N. G. Campbell	Darrawella	697	76 2

1st to 2nd section, 1 mile 17·65 lines.

Total acreage, 2,257—Moiety of cost, Rs. 368·89—  
Sectional rate, ·16344c.—Total rate, ·27250c.

Carson & Co.	Hadley	228	62 13
--------------	--------	-----	-------

1st to 3rd section, 1 mile 32·56 lines.

Total acreage, 2,029—Moiety of cost, Rs. 146·28—  
Sectional rate, ·07209c.—Total rate, ·34459c.

M. L. Wilkins	Invery and Waterloo	513	176 78
R. C. Scott	Ottery, No. 1	242	83 40

1st to 4th section, 2 miles 19·07 lines.

Total acreage, 1,274—Moiety of cost, Rs. 385·72—  
Sectional rate, ·30276c.—Total rate, ·64735c.

R. C. Scott	Ottery	140	90 63
-------------	--------	-----	-------

(Stamford Hill Division.)

1st to 5th section, 2 miles 31·84 lines.

Total acreage, 1,134—Moiety of cost, Rs. 125·23—  
Sectional rate, ·11043c.—Total rate, ·75778c.

A. G. Johnstone	St. Ley's	130	98 52
-----------------	-----------	-----	-------

1st to 6th section, 3·50 miles.

Total acreage, 1,004—Moiety of cost, Rs. 464·90—  
Sectional rate, ·46304c.—Total rate, 1·22082c.

H. B. Daniel (Agent)	Annfield	284	346 71
George Steuart & Co.	Roscrea and Dorothea	213	260 4
Do.	Erlsmere	170	207 54
Vogan Tea Company (Lee, Hedges & Co., Agents; A. Alger, Superintendent)	Stamford Hill	135	164 81
Do.	Barkindale	81	98 89
H. B. Daniel (Agent)	Kinloch	121	147 72

Total .. 1,813 19

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 30, 1927.

	Rs. c.
N.B.—Private contributions	1,818 0
Unexpended balance 1925-26	4 81
Amount to be recovered on account 1926-27	1,813 19

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 9, 1927.

**Bathford Valley Branch Road.**

(Between Dikoya Post Office and 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, 1927, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the proportion due by each estate interested in the road, as follows:—

(Estimate No. D 171, sanctioned on November 11, 1926.)

Government contribution	Rs. 3,200·00
Private contributions	Rs. 3,232·00

1st section, 1 mile.

Total acreage, 8,543—Moiety of cost, Rs. 489·69—  
Sectional rate, ·07532c.—Total rate, ·05732c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Anglo-Ceylon and General Estates Co.	Darawella	697	39 95
Wanaraja Tea Company of Ceylon, Limited	Menikwatta	478	27 40
Battalgalla Tea Estates Company	Hadley	228	13 7
Scottish Ceylon Tea Company, Limited	Invery	306	17 54
Vogan Tea Company	Stamford Hill	135	7 74
Scottish Ceylon Tea Company, Limited	Waterloo	207	11 87
H. B. Daniell	Annfield	284	16 28
Do.	Kinloch	121	6 94
R. C. Scott	Ottery	382	21 90
George Steuart & Co.	Erlsmere	170	9 75
Do.	Roscrea and Dorothea	213	12 21
A. G. Johnstone	St. Ley's	130	7 45

1st to 3rd section, 3 miles.

Total acreage, 5,192—Moiety of cost, Rs. 979·38—  
Sectional rate, ·18863c.—Total rate, ·24595c.

Battalgalla Tea Estates Co.	Battalgalla	444	109 20
Lanka Tea Estates Co.	Fordyce Group	954	234 64
Vogan Tea Estates Company	Barkindale	81	19 93

1st to 4th section, 4 miles.

Total acreage, 3,713—Moiety of cost, Rs. 489·69—  
Sectional rate, ·13188c.—Total rate, ·37783c.

Chas. Mackwood & Co.	Bathford	220	83 13
Hornsey Tea Estates Company, Limited	Hornsey	251	94 84

1st to 5th section, 5 miles.

Total acreage, 3,242—Moiety of cost, Rs. 489·69—  
Sectional rate, ·15104c.—Total rate, ·52887c.

Whittall & Co.	Ingestre	732	387 14
Hornsey Tea Estates Company, Limited	Abercairney	222	117 41
C. Mackwood & Co.	Berat	227	120 6
Mrs. F. A. Davis	Blinkbonnie	223	117 94

1st to 7th section, 6·60 miles.

Total acreage, 1,838—Moiety of cost, Rs. 783·55—  
Sectional rate, ·42630c.—Total rate, ·95517c.

The Ceylon Tea Plantation Company, Limited	Tillyrie	772	737 39
South Wanarajah Co.	Poyston	322	307 57
The Robgill Tea Co., Ltd.	Bon Accord Robgill and Singarawatta	744	710 65
			Total .. 3,232 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 30, 1927.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman,  
Kandy, May 9, 1927.

**Railway Gorge Branch Road.**(Between Caledonia Gap and the Railway Gorge.)  
(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 to the above road for the year ending September 30, 1927, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 658, sanctioned on December 9, 1926.)

Government moiety	Rs. 175·00
Private contributions	Rs. 179·37

Total acreage, 2,173—Rate per acre, ·08254c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The Ceylon Estates Investments Association, Limited	Macduff	221	18 25
Ceylon Tea Plantations Company, Limited (Col. J. A. S. Agar)	Tangakelle	910	75 11
The Vellekelle Tea Company	Ouvahkelle	593	48 95
The Dimbula Valley Tea Company	Elgin	291	24 2
Do.	Kellyhill	158	13 4
			Total .. 179 37

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 30, 1927.

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman,  
Kandy, May 9, 1927.

**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 sum for the maintenance of the above road for the year ending September 30, 1927, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 173, sanctioned November 11, 1926.)

Government moiety	Rs. 2,950·00
Private contributions	Rs. 2,979·50

1st section, 27·68 lines.

Total acreage, 4,619—Moiety of cost, Rs. 432·08—  
Sectional rate, ·09376c.—Total rate, ·09376c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
J. M. Robertson & Co.	Glentilt	448	42 3
Sir Thomas Lipton	Bunyan	298	27 96
Do.	Ovoca	255	23 94
G. B. de Mowbray	Dotale	108	10 16

1st to 2nd section, 80·84 lines.

Total acreage, 3,510—Moiety of cost, Rs. 824·08—  
Sectional rate, ·23476c.—Total rate, ·32852c.

Bois Bros. & Co.	Queensland	281	92 34
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1st to 4th section, 159·70 lines.

Total acreage, 3,229—Moiety of cost, Rs. 1,236·37—  
Sectional rate, ·38289c.—Total rate, ·71141c.

Whittall & Co.	Bloomfield	262	186 42
Do.	Mottingham	258	181 57
A. P. Jukes	Dunnottar	187	133 6
Colombo Commercial Co., Ltd.	Emelina	205	145 87
Whittall & Co.	Brunswick	256	182 15
Do.	Caskieben	206	146 58
J. M. Robertson & Co.	Midlothian	244	173 61
Do.	Mocha	588	418 34

1st to 6th section, 190·08 lines.

Total acreage, 1,023—Moiety of cost, Rs. 474·16—  
Sectional rate, ·46408c.—Total rate, 1·17549c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
J. M. Robertson & Co. . .	Deeside . . .	441 . .	518	42	
Geo. Steuart & Co. . .	Glenugie . . .	377 . .	443	19	
Do. . .	Bargrove . . .	205 . .	241	1	
Total . .			2,966	65	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 30, 1927.

	Rs.	c.
N. B.—Private contributions . . .	2,979	50
Unexpended balance, 1925–26 . . .	12	85
Amount to be recovered on account 1926–27 . .	2,966	65

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 9, 1927.

**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 sum for the maintenance of the above road for the year ending September 30, 1927, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 175 of November 11, 1926.)

Government moiety . . .	Rs. 5,450·00
Private contributions . . .	Rs. 5,504·50

1st and 2nd sections, 1½ mile.

Total acreage, 6,565—Moiety of cost, Rs. 839·29—  
Sectional rate, ·12784c.—Total rate, ·12784c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
M. Elton Lane . . .	Haloowella . . .	244 . .	31	20	

1st to 5th section, 3¼ miles.

Total acreage, 6,321—Moiety of cost, Rs. 1,678·59—  
Sectional rate, ·26555c.—Total rate, ·39339c.

J. M. Robertson & Co. . .	Lanka and Craig-hill . . .	204 . .	80	26	
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1st to 6th section, 4 miles.

Total acreage, 6,117—Moiety of cost, Rs. 167·86—  
Sectional rate, ·02744c.—Total rate, ·42083c.

R. Cotesworth . . .	Stockholm . . .	283 . .	119	10	
Do. . .	Lower Cruden . . .	194 . .	81	65	

1st to 7th section, 4¾ miles.

Total acreage, 5,640—Moiety of cost, Rs. 503·57—  
Sectional rate, ·08928c.—Total rate, ·51011c.

Geo. Steuart & Co. . .	Mahagala . . .	290 . .	147	94	
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1st to 8th section, 5½ miles.

Total acreage, 5,350—Moiety of cost, Rs. 503·57—  
Sectional rate, ·09412c.—Total rate, ·60423c.

Geo. Steuart & Co. . .	Mahanilu . . .	290 . .	175	24	
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1st to 9th section, 6 miles.

Total acreage, 5,060—Moiety of cost, Rs. 335·72—  
Sectional rate, ·06634c.—Total rate, ·67057c.

Harrisons and Crosfield. Kinora . . .	245 . .	164	30	
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1st to 10th section, 6¼ miles.

Total acreage, 4,815—Moiety of cost, Rs. 503·58—  
Sectional rate, ·10458c.—Total rate, ·77515c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Geo. Steuart & Co. . .	Gouravilla . . .	706 . .	547	27	
Ceylon Tea Plantations Company . . .	Alton . . .	225 . .	174	42	
Do. . .	Beaconsfield . . .	168 . .	130	24	
Geo. Steuart & Co. . .	Minna . . .	277 . .	214	73	

1st to 12th section, 79/10 miles.

Total acreage, 3,439—Moiety of cost, Rs. 772·15—  
Sectional rate, ·22452c.—Total rate, ·99967c.

Mackwoods, Ltd. . .	Scarborough . . .	276 . .	275	92	
Geo. Steuart & Co. . .	Ormidale . . .	350 . .	349	89	
Do. . .	Anandale . . .	26 . .	295	91	
Do. . .	Clevaland . . .	340 . .	339	90	
Rosehaugh Tea Co. . .	Caledonia & Meeriacotta . . .	409 . .	408	88	
Fairlawn Estates Co. . .	Suriakanda . . .	221 . .	220	94	
Do. . .	Fairlawn . . .	297 . .	296	91	
Do. . .	Glencoe (Bargany) . . .	208 . .	207	94	
Scottish Ceylon Tea Company . . .	Mincing lane . . .	194 . .	193	94	
R. J. Austin . . .	Ladbroke . . .	208 . .	207	94	
Ceylon Tea Plantations Company . . .	Upcot . . .	232 . .	231	93	
Geo. Steuart & Co. . .	Strathspey . . .	231 . .	230	93	
Scottish Ceylon Tea Co. . .	Blairavon . . .	177 . .	176	95	

Total . . . 5,304 33

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 30, 1927.

	Rs.	c.
N.B.—Private contributions . . .	5,504	50
Unexpended balance 1925–26 . . .	200	17

5,304 33

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 9, 1927.

**Glenella-Havilland 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 under-mentioned road from October 1, 1926, to September 30, 1927, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

Glenella-Havilland Branch Road.

(Estimate No. D 429 of November 1, 1926.)

	Rs.	c.
Government moiety . . .	2,600	0
Private contributions . . .	2,652	0
Less unexpended balances of private contributions, as per statement forwarded with the Hon. the Colonial Treasurer's letter No. 045/6 (BK 2) of January 21, 1927, to Chairman, Provincial Road Committee, Ratnapura . . .	3	55

Balance to be recovered from estates . . . 2,648 45

1st section.

Total acreage, 3,229—Moiety of cost, Rs. 756·69—  
Sectional rate per acre, 23·4341c.—Total rate, 23·4341c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
Messrs. Darley, Butler & Co., Colombo	Glenella	246	57 65

1st to 3rd section.

Total acreage, 2,983—Moiety of cost, Rs. 1,513·40—  
Rate per acre, 50·7341c.—Total rate, 74·1682c.

Messrs. George Steuart & Co.	Waharaka	565	419 5
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1st to 4th section.

Total acreage, 2,418—Moiety of cost, Rs. 378·36—  
Rate per acre, 15·6476c.—Total rate, 89·8158c.

The Ceylon Amalgamated Tea & Rubber Estates, Ltd., London (Messrs. J. M. Robertson & Co., Colombo, Agents)	Havilland	525	471 54
Punchirala Arachchi, heir of Adikarirallaye Appuhamy	Pitakele	44	39 52
The Ceylon Amalgamated Tea & Rubber Estates Ltd., London (Messrs. J. M. Robertson & Co., Agents)	Dedugalla	362	343 10
Messrs. Darley, Butler & Co.	Gangwarity	425	381 72

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
Mr. R. M. S. Caruppan Chetty, No. 97, Sea street, Colombo	Kelvin	744	668 23
Mr. George Hunter, Gangwarily, Dolosbage Do.	Oonankanda Uduwa	153 50	137 42 44 90
Mr. U. P. William de Silva, Kahatagalla Estate, Yatiyantota	Kimberley	95	85 32
		<b>3,229</b>	<b>2,648 45</b>

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 10, 1927.

W. DOUGLAS GODSALL,  
Provincial Road Committee's Office, for Chairman.  
Ratnapura, May 6, 1927.

**Election of European Member, District Road Committee, Kegalla.**

NOTICE is hereby given that under the 35th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European Member of the District Committee of Kegalla, for the remainder of the term ending December 31, 1927, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Province of Sabaragamuwa, at least ten days before the day of election. The election will be held on Monday, May 30, 1927, at 10 A.M., at the Kegalla Kachcheri.

Provincial Road Committee, W. D. GODSALL,  
Ratnapura, May 14, 1927. Secretary.

**TRADE MARKS NOTICES.**

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncancelled stamp of Rs. 20 annexed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit, and upon such terms as he may direct.

- (1) Trade Mark No. 3,767.
- (2) Date of Receipt : January 20, 1927.
- (3) Applicant (Proprietor of the Trade Mark) : R. J. REYNOLDS TOBACCO COMPANY (a Corporation organized and existing under the laws of the State of New Jersey), Corner of Main and Fifth Streets, City of Winston-Salem, Forsyth County, State of North Carolina, United States of America ; Manufacturers.
- (4) Address for service in the Island : Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Class : Forty-five.
- (6) Goods : Tobacco of all kinds and for all purposes, cigarettes, cigars, smoking tobacco, plug tobacco, chewing tobacco, tobacco products, products for smokers, and snuff.
- (7) Representation of the Trade Mark :



This Trade Mark is to be associated with the Trade Mark No. 2,202, under Section 24.

Registrar-General's Office,  
Colombo, May 18, 1927.

E. R. DE SILVA,  
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncalled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit, and upon such terms as he may direct.

(1) Trade Mark No. 3,799.

(2) Date of Receipt: March 5, 1927.

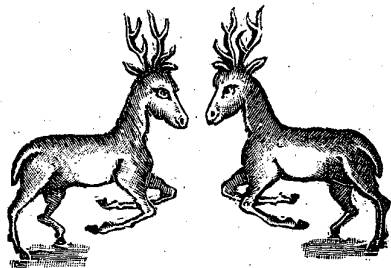
(3) Applicant (Proprietor of the Trade Mark): MOHA MEDALLY SHAIKH HEPTULABHOY, TYEBALLY SHAIKH HEPTULABHOY & ABDULHUSEN SHAIKH HEPTULABHOY, trading as "M. S. HEPTULABHOY & COMPANY," No. 102, Fourth Cross street, Pettah, Colombo; General Merchants.

(4) Address for service in the Island, if any: —

(5) Class: Forty-two.

(6) Goods: Tea, coffee, cocoa, and flour.

(7) Representation of the Trade Mark:



**CHAMPION BRAND**

Registrar-General's Office, E. R. DE SILVA,  
Colombo May 11, 1927. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit, and upon such terms as he may direct.

(1) Trade Mark No. 3,826.

(2) Date of Receipt: April 9, 1927.

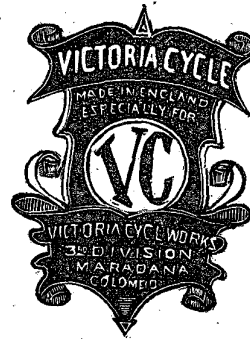
(3) Applicant (Proprietor of the Trade Mark): BULATH-SINGHELEGEY JOHN PERERA, trading as "VICTORIA CYCLE WORKS," No. 537, 3rd Division, Maradana, Colombo; Dealer in Cycles.

(4) Address for service in the Island, if any: —

(5) Class: Twenty-two.

(6) Goods: Push Bicycles.

(7) Representation of the Trade Mark:



Registration of this Trade Mark shall give no right to the exclusive use of the letters "V. C."

Registrar-General's Office, E. R. DE SILVA,  
Colombo, May 11, 1927. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit, and upon such terms as he may direct.

(1) Trade Mark No. 3,827.

(2) Date of Receipt: April 9, 1927.

(3) Applicant (Proprietor of the Trade Mark): BULATH-SINGHELEGEY JOHN PERERA, trading as "VICTORIA CYCLE WORKS," No. 537, 3rd Division, Maradana, Colombo; Dealer in Cycles.

(4) Address for service in the Island, if any: —

(5) Class: Twenty-two.

(6) Goods: Push Bicycles.

(7) Representation of the Trade Mark:



Registration of this Trade Mark shall give no right to the exclusive use of the device of the map of Ceylon and the word "LANKA."

Registrar-General's Office, E. R. DE SILVA,  
Colombo, May 11, 1927. Registrar of Trade Marks.

## LOCAL BOARD NOTICES.

### Auctioneer's Licence.

IT is hereby notified that the under-mentioned has been granted a licence to practise as an Auctioneer within the Local Board Limits of Badulla, during the year 1927, under section 13 of Ordinance No. 15 of 1889:—

K. M. Karim of Badulla.

Local Board Office,  
Badulla, May 10, 1927.

C. B. P. PERERA,  
for Chairman.