



THE CEYLON GOVERNMENT GAZETTE

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PART I.—GENERAL.

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

	PAGE		PAGE
Minutes by the Governor	—	Miscellaneous Departmental Notices ..	1494
Proclamations by the Governor	1444	“Excise Ordinance” Notices	1500
Appointments by the Governor	1444	Sales of Arrack and Toll Rents	1500
Appointments, &c., of Registrars	1446	Proceedings of Municipal Councils	1501
Government Notifications	1448	Patents Notifications	—
Currency Commissioners’ Notices	—	Trade Marks Notifications	1514
Revenue and Expenditure Returns	—	Road Committee Notices	1516
Notices calling for Tenders	1450	“Local Government Ordinance” Notices ..	1519
Sales of Unserviceable Articles, &c.	1454	Notices to Mariners	—
Vital Statistics	—	Local Board Notices	—
Unofficial Announcements	1455	Meteorological Returns	—
Specifications under “The Irrigation Ordinance” ..	—	Books registered under Ordinance No. 1 of 1885 ..	—

COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATION.

BY HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT.

L 425/27

A PROCLAMATION.

A. G. M. FLETCHER.

WHEREAS by a Proclamation dated July 14, 1909, issued under section 3 (1) of "The Dried Meat Ordinance, 1908," His Excellency the Governor in Executive Council did declare that it shall be unlawful to remove dried meat from the Chief Headman's division of Magam pattu in the Hambantota District of the Southern Province, set out in the schedule thereto:

And whereas it is expedient to revoke the said Proclamation:

Now know Ye that We, the Officer Administering the Government, in exercise of the powers vested in Us by section 3 (2) of the said Ordinance, and with the advice of the Executive Council, do hereby revoke the said Proclamation dated July 14, 1909, as and from June 1, 1927.

Colombo, June 1, 1927.

By His Excellency's command,

GOD SAVE THE KING.

F. G. TYRRELL,
Acting Colonial Secretary.

APPOINTMENTS, &c.

No. 184 of 1927.

IT is hereby notified that HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, in pursuance of Clauses II. and IV. of HIS MAJESTY'S Instructions dated September 11, 1920, as amended by the Additional Instructions dated December 10, 1926, to appoint the Hon. Mr. CHARLES STEWART BURNS to be provisionally a Member of the Executive Council, during the absence from the Island of the Hon. Mr. JOHN WILLIAM OLDFIELD.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, June 16, 1927. Acting Colonial Secretary.

No. 185 of 1927.

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

Mr. L. M. MAARTENSZ to act as a Puisne Justice of the Supreme Court of Ceylon from June 10, 1927, during the absence of the Hon. Mr. Justice L. C. DALTON, or until further orders.

Mr. E. W. JAYAWARDENE to be a Commissioner of Assize, under section 24 of "The Courts Ordinance, 1889," for a part of the Second Criminal Sessions of the Supreme Court for the Western Circuit, from June 13, 1927.

Mr. V. COOMARASWAMY to act as Assistant at Kegalla to the Government Agent, Province of Sabaragamuwa; Deputy Fiscal for the District of Kegalla; Additional District Judge, Kegalla; Additional Police Magistrate,

Kegalla; Additional Superintendent of Police, Kegalla; and Local Authority under the Petroleum Ordinance for the District of Kegalla, from June 17 to 25, 1927, during the absence from the station of Mr. W. E. HOBDAV, or until further orders.

Mr. C. E. P. DE SILVA to act as Extra Office Assistant to the Assistant Government Agent, Matara, from June 20, 1927, during the absence on leave of Mr. J. A. GUNARATNA, or until further orders.

Mr. B. V. SETHUKAVALER to act as Office Assistant to the Assistant Government Agent, Trincomalee, from June 8 to 10, 1927, during the absence on leave of Mr. W. G. VALLIPURAM.

Mr. G. C. STEPHENS, Chief Clerk, Badulla Kachcheri, to act as Extra Office Assistant to the Government Agent, Province of Uva, from June 18 to 25, 1927, inclusive, during the absence of Mr. R. N. BOND from the station, or until further orders.

Mr. M. PRASAD to the office of District Judge, Matara; Additional Commissioner of Requests and Police Magistrate, Matara; and Additional District Judge, Tangalla, with effect from June 15, 1927, until further orders.

The Hon. Mr. A. F. MOLAMURE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, during the absence of Mr. V. COOMARASWAMY, on June 11, 12, and 14, 1927, or until the resumption of duties by that officer.

The Hon. Mr. A. F. MOLAMURE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, from June 17 to 25, 1927, inclusive, during the employment of Mr. V. COOMARASWAMY on other duties, or until further orders.

Mr. M. A. PERERA to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Kandy, and Municipal Magistrate, Kandy, during the absence of Mr. E. H. LUCETTE, on June 11 and 12, 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, on June 17, 1927.

Mr. M. H. KANTAWALA to be Additional District Judge, Jaffna, with effect from June 16, 1927, until further orders.

Mr. M. A. PERERA to act as Commissioner of Requests and Police Magistrate, Kandy; Additional District Judge, Kandy; and Municipal Magistrate, Kandy, on June 13, 1927, during the absence of Mr. E. H. LUCETTE, or until further orders.

Mr. S. C. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, during the absence of Mr. L. H. DE ALWIS, on June 20, 1927, or until the resumption of duties by that officer.

Mr. N. DE ALWIS to act as Commissioner of Requests and Police Magistrate, Balapitiya, during the absence of Mr. E. W. KANNANGARA, on June 16, 1927, or until the resumption of duties by that officer.

Mr. G. P. KEUNEMAN, Crown Proctor, to act as Commissioner of Requests and Police Magistrate, Matara, Additional District Judge, Matara, during the absence of Mr. J. LIGHT, from June 16 to 18, 1927, both days inclusive.

Mr. S. S. JAYAWICKRAMA to act as Commissioner of Requests and Police Magistrate, Matara, Additional District Judge, Matara, during the absence of Mr. J. LIGHT, from June 19 to 26, 1927, or until the resumption of duties by that officer.

Mr. FRANK MARKUS to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. W. HOLMES, on June 11 and 12, 1927, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. W. HOLMES, from June 17 to 25, 1927, inclusive, or until the resumption of duties by that officer.

The Hon. Mr. N. J. MARTIN to act as Commissioner of Requests and Police Magistrate, Chilaw, and Additional District Judge, Chilaw, during the absence of Mr. S. S. NAVARATNAM, on June 11 and 12, 1927, or until the resumption of duties by that officer.

Mr. J. KADRAMATAMBY to act as Additional Police Magistrate, Batticaloa, from June 19 to 25, 1927, inclusive.

Mr. C. B. P. PERERA to be, in addition to his own duties, Additional Police Magistrate, Badulla, with effect from June 15, 1927, until further orders.

Mr. M. A. PERERA to be Additional Municipal Magistrate, Kandy, on June 22, 1927.

Mr. S. M. LEEMBRUGGEN to act, in addition to his own duties, as an Inspector of Petroleum under clause 10 (d) of Ordinance No. 6 of 1887, with effect from May 26, 1927, during the absence of Mr. J. SUTHERLAND, or until further orders.

Mr. K. SOMASUNTHARAM to be, in addition to his own duties, a Justice of the Peace for the District of Colombo.

Mr. A. H. G. CAMPBELL to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Kandy.

Mr. E. F. SMITH to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton, during the absence of Mr. M. L. WILKINS from the Island.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, June 17, 1927. Acting Colonial Secretary.

No. 186 of 1927.

IT is hereby notified that Mr. R. GREGOR having returned to the Island has resumed duties as a Justice of the Peace and Unofficial Police Magistrate for the District of Ratnapura.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, June 17, 1927. Acting Colonial Secretary.

No. 187 of 1927.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to make the following appointments, with effect from June 9, 1927, until further orders:—

Mr. V. M. FERNANDO to act as District Judge, Colombo, Visitor of the Welikada, Mahara, and Negombo Prisons.

Mr. J. W. R. LANGAKOON to act as First Additional District Judge, Colombo.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, June 8, 1927. Acting Colonial Secretary.

No. 188 of 1927.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. DON LEWIS MAHANAMA SIRIWARDENA to be, in addition to his own duties, Inquirer for Kahawatta Lower Division of the West Giruwa pattu, during the absence of Mr. DON NIKULAS WICKREMARATNA, for one month from June 3, 1927, or until further orders.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, June 8, 1927. Acting Colonial Secretary.

No. 189 of 1927.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. W. F. T. RAJAKARUNA to be an Inquirer for Wellaboda pattu and for the Vidane Arachchies' Divisions of Welitara, Kosgoda, and Uragaha in Bentota-Walalla-witi korale, during the absence of Mr. K. A. DE SILVA on June 10, 11, and 13, 1927.

By His Excellency's command,

Colonial Secretary's Office, F. G. TYRRELL,
Colombo, June 16, 1927. Acting Colonial Secretary.

No. 190 of 1927.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. GEORGE WITHARANE to be an Inquirer for the Chief Headman's division of Uda Bulatgama and Tyspane korale of Kotmale, in the District of Nuwara Eliya, *vice* Mr. D. R. SENEVIRATNE.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, June 9, 1927. Acting Colonial Secretary.

No. 191 of 1927.

HIS EXCELLENCY THE OFFICER ADMINISTERING THE GOVERNMENT has been pleased to appoint Mr. EDWIN AUSTIN DE FONSEKA ABAYASEKARA GUNARATNA of Maha Waskaduwa, Kalutara, to be a Notary Public throughout Weudawili hatpattu of Kurunegala District, with residence and office in Kurunegala town, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, F. G. TYRRELL,
Colombo, June 10, 1927. Acting Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

IT is hereby notified that I have appointed IMIYA-HAMILLAYE PODI APPUHAMY to act as Registrar of Marriages (Kandyan), of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for twenty days, with effect from June 13, 1927, during the absence of the Registrar, MALAWIARACHCHILAYE HARMANIS APPUHAMY, on leave. His office will be at Nindahena in Epitawela.

Registrar-General's Office, H. E. BEVEN,
Colombo, June 10, 1927. Registrar-General.

IT is hereby notified that I have appointed JAYASUNDERA MUDIANSSELAGE DINGIRI MUDIANSSE to act as Registrar of Births and Deaths of Madalagama division, and of Marriages (Kandyan and General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, for twenty-four days, with effect from June 15, 1927, during the absence of the Registrar, JAYASUNDERA MUDIANSSELAGE MADDUMA BANDA, on leave. His office will be at Ambarayawatta in Endana.

Registrar-General's Office, H. E. BEVEN,
Colombo, June 10, 1927. Registrar-General.

IT is hereby notified that I have appointed KORALE-ARACHCHIGE PEERIS ABEYGUNAWARDENA (provisionally) as Registrar of Births and Deaths of Ullinduwwa division, in the Ratnapura District of the Province of Sabaragamuwa, with effect from June 15, 1927, *vice* Registrar, SAMARASINGHA-ARACHCHIGE BABUN APPUHAMY, dismissed. His office will be at Vitharanage Pahalawatta in Ullinduwwa.

Registrar-General's Office, H. E. BEVEN,
Colombo, June 10, 1927. Registrar-General.

IT is hereby notified that I have confirmed the appointment of DON MARTIN DEWARAJA as Registrar of Births and Deaths of Ranna division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province. His office will be at Siyambalagahawatta in Ranna; additional office at Maragahawatta in Netolpitiya on every Saturday.

Registrar-General's Office, H. E. BEVEN,
Colombo, June 10, 1927. Registrar-General.

UYANAGEI SIMON DE SILVA was appointed by the Additional Assistant Provincial Registrar, Galle, to act as Registrar of Births and Deaths of Dodanduwa division, and of Marriages (General) of Wellaboda pattu division, in the Gallo District of the Southern Province, for six days from May 30, 1927, with office at Assalawatta at Moderapatuwata, during the absence of the Registrar, GARDIYE HEWAWASAN BALAGE ARTHUR DE SILVA, on leave.

The Notification relating to the acting appointment of MARTINUS CHARLES DE SILVA JAYATILEKA as Registrar of Births and Deaths of Dodanduwa division, and of Marriages (General) of Wellaboda pattu for the above-mentioned period, published in the *Government Gazette* No. 7,585 of June 2, 1927, is hereby cancelled.

Registrar-General's Office, H. E. BEVEN,
Colombo, June 13, 1927. Registrar-General.

IT is hereby notified that the Provincial Registrar, Kandy, has issued a licence, under section 4 of Ordinance No. 8 of 1886, to GALAGAWA VIDANELEGEDERA MOHAMADU ALI's son SALAHUDEEN LEBBE of Madawala Madige to register Mohammedan Marriages within the District of Kandy, with effect from June 8, 1927, *vice* SEYADOO ABDUL RAHIM LEBBE, resigned.

Registrar-General's Office, H. E. BEVEN,
Colombo, June 13, 1927. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed DON PAULIS DE CUNRAT SAMARATUNGA RANDUNU to act as Registrar of Births and Deaths of Gampaha division, and of Marriages (General) of Ragampattu of Alutkuru korale south division, in the Colombo District of the Western Province, for thirty days from June 2, 1927, during the absence of the Registrar, GARDIYE-ROLEMALWATTAGE DON WELUN JAYAWARDANA, on leave. His office will be at Bogahawatta in Gampaha Medagama.

The Additional Assistant Provincial Registrar, Colombo, has appointed CORNELIS DE COSTA to act as Registrar of Births and Deaths of Mampe division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for four days from June 13, 1927, during the absence of the Registrar, LIYANAGE DON BARTHOLOMEUSZ WANTIGASOORIYA, on leave. His office will be at Alubogahawatta in Tumbowila.

The Additional Assistant Provincial Registrar, Colombo, has appointed KURUWITA ARACHCHIGE DON RATNASEKERA to act as Registrar of Births and Deaths of Mulleriyawa division, and of Marriages (General) of Adikari pattu of Hewagam korale division, in the Colombo District of the Western Province, for eight days from June 13, 1927, during the absence of the Registrar, MUDALIGE DON CAROLIS, on leave. His office will be at Tolabugahawatta in Mulleriyawa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMAN WIRAKKODY WIJEGUNAWARDENA to act as Registrar of Births and Deaths of Warakagoda division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, for twenty-one days from June 10, 1927, during the absence of the Registrar, ETULATMUDALIGE DON PEDRICK APPUHAMY, on leave. His office will be at Uyanwatta in Warakagoda and Radamerulanda in Govinna.

The Additional Assistant Provincial Registrar, Kandy, has appointed UDURAWANA ABAYAKOON WALAWWE TIKIRI BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Pata Dumbara No. 3 Division, in the Kandy District of the Central Province, on June 9, 1927, during the absence of the Registrar, DISSANAYAKA MUDIANSSELAGE BULATWATTE WALAWWE TIKIRI BANDA, on leave. His office will be at Bulatwattowalawwa in Yatawara.

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 division, excluding the portion included in the gravets division, in the Nuwara Eliya District of the Central Province, for ten days from June 6, 1927, during the absence of the Registrar, WARAHENE LIYANAGE SUGATHADASA DE ALWIS GUNATILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed UKKU BANDA DISANAYAKA to act as Registrar of Births and Deaths of Tispane korale division, and of Marriages (General) of Kotmale division (excluding the portion included in the gravets division), in the Nuwara Eliya District of the Central Province, for eighteen days from June 13, 1927, during the absence of the Registrar, TIKIRI BANDA DISANAYAKA, on leave. His office will be at Haragala.

The Additional Assistant Provincial Registrar, Matale, has appointed HERAT MUDIYANSELAGE MUTU BANDA OPALGALA to act as Registrar of Births and Deaths of Amban'anga korale division, and of Marriages (General) of Matale East division, in the Matale District of the Central Province, for six days from June 13, 1927, during the absence of the Registrar, HERAT MUDIYANSELAGEDARA DINGIRI BANDA, on leave. His office will be at Heratmudiyanselegedarawatta in Opalgala; station: Jayasekaramudiyanselegedarawatta in Kumbaloluwa.

The Additional Assistant Provincial Registrar, Galle, has appointed GEORGE EPA SENEVIRATNE to act as Registrar of Births and Deaths of Weihena division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on June 7, 1927, during the absence of the Registrar, DON DE ALWIS EPA SENEVIRATNE, on leave. His office will be at Giggummadu wewatta at Weihena.

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 seven days from June 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 NIKULAS JAYAWARDENA to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for four days from June 14, 1927, during the absence of the Registrar, WITANAWASAN JEERIS DE SILVA, on leave. His office will be at Talagahawatta n Tellambure.

The Additional Assistant Provincial Registrar, Galle, has appointed CHARLES DIAS WICKRAMANAYAKA KARUNARATNA to act as Registrar of Births and Deaths of Habarakada division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for three days from June 15, 1927, during the absence of the Registrar, HENDRICK DIAS WICKRAMANAYAKA KARUNARATNA, on leave. His office will be at Egiliyogedarawatta at Tawalama.

The Assistant Provincial Registrar, Matara, has appointed DON CHARLES WIJAYASIRIWARDHENA SAMARASINGHE to act as Registrar of Births and Deaths of Hakmana division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for ten days from June 6, 1927, during the absence of the Registrar, DON DAVITH WIJAYASIRIWARDHENA SAMARASINGHE, on sick leave. His office will be at Ilanganwatta in Beruwewela.

The Assistant Provincial Registrar, Matara, has appointed EPTAKADUWE AMAGE DON ANDRAYAS to act as Registrar of Births and Deaths of Aturaliya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for two days from June 8, 1927, during the absence of the Registrar, DON DAVITH WICKRAMASINGHA GAMAPATIRANA, on leave. His office will be at Yahalewatta in Karangoda Uyangoda.

The Assistant Provincial Registrar, Matara, has appointed Dr. BANDULASENA GUNAWARDENA to act as Registrar of Births and Deaths of Matara town division, in the Matara District of the Southern Province, for one day from June 8, 1927, during the absence of the Registrar, Dr. RICHARD WILLOUGHBY WILLENBERG, on other duty. His office will be at the Civil Hospital, Matara.

The Assistant Provincial Registrar, Matara, has appointed GANGODAGAMAGE DAVID DIAS GUNASEKERA to act as Registrar of Births and Deaths of Midigama division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for seven days from June 9, 1927, during the absence of the Registrar, GANGODAGAMAGE DON ANDRIS DE SILVA, on leave. His offices will be at Dammalagegahalahenewatta in Midigama and Bandaranyaka Walawwewatta at Hettiwidiya in Weligama.

The Assistant Provincial Registrar, Matara, has appointed DAYANOLIS WILLIAM SEPALA RATNAYAKA to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for twelve days from June 11, 1927, during the absence of the Registrar, ROBERT WILLIAM SEPALA RATNAYAKA, on leave. His office will be at Walawwewatta in Bengamuwa.

The Assistant Provincial Registrar, Jaffna, has appointed SINNATHAMPI VALLIPURAM to act as Registrar of Marriages (General) of Punakari division, in the Jaffna District of the Northern Province, for three days from June 14, 1927, during the absence of the Registrar, PONNAYAPILLAI RAJAGOPAL, on leave. His office will be at Sopalapiddi in Madduvilnadu.

The Assistant Provincial Registrar, Batticaloa District, has appointed CHELLAPPAH UDAYAR NALLASEKERAM to act as Registrar of Births and Deaths of Koralai pattu south division, and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, for twenty-one days from June 10, 1927, during the absence of the Registrar, NALLATAMBY PETER, on leave. His office will be at Koraikallimadu; stations: Santiveli and Murakkoddanchanai.

The Provincial Registrar, Kurunegala, has appointed TENNAKON MUDIYANSELAGE HERATH BANDA to act as Registrar of Births and Deaths of Tissawa and Angomu korales division, and of Marriages (General) of Dewamedhi hatpattu division, in the Kurunegala District of the North-Western Province, for eight days from June 6, 1927, during the absence of the Registrar, LANSAKARA ATAPATTU MUDIYANSELAGE DINGIRI BANDA, on leave. His office will be at Kandegedara.

The Provincial Registrar, Kurunegala, has appointed LANSAKARA ATAPATTU WASALA TENNAKON MUDIYANSELAGE MUTU BANDA to act as Registrar of Births and Deaths of Divigandahe korale division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, for nineteen days from June 6, 1927, during the absence of the Registrar, LANSAKARA ATAPATTU WASALA TENNAKON MUDIYANSELAGE TIKIRI BANDA, on leave. His office will be at Balagolla.

The Provincial Registrar, Kurunegala, has appointed EKANAYAKE MUDIYANSELAGE MUDIYANSE to act as Registrar of Births and Deaths of Baladora korale division, and of Marriages (General) of Dewamedhi hatpattu division, in the Kurunegala District of the North-Western Province, for five days from June 8, 1927, during the absence of the Registrar, CHANDRASEKARE APPUHAMY TENNAKON, on leave. His office will be at Kobeigane.

The Provincial Registrar, Kurunegala, has appointed JAYASUNDARA MUDIYANSELAGE RANHAMY to act as Registrar of Births and Deaths of Magul Otota korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for two days from June 10, 1927, during the absence of the Registrar, TUMBULLE MUDIYANSE ABEYSINGHE SENEVIRATNE, on leave. His office will be at Nikaweratiya on Friday and Tumbulla on Saturday.

The Provincial Registrar, Kurunegala, has appointed PERUMBULI MUDIYANSELAGE CHARLES APPUHAMY to act as Registrar of Births and Deaths of Meda pattu korale east division, and of Marriages (General) of Katugampola

hatpattu division, in the Kurunegala District of the North-Western Province, on June 13, 1927, during the absence of the Registrar, DINGIRI BANDA WEERASINGHE, on leave. His office will be at Narangamuwa.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed DOMINGO FERNANDO ANTHONY PULLE to act as Registrar of Births and Deaths of Otara palata division, and of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for nine days from June 12, 1927, during the absence of the Registrar, SIRIWARDENA MUDIYANSELAGE BANDAPPUHAMY, on leave. His office will be at Kirimetiyana and additional office at Dankotuwa.

The Assistant Provincial Registrar, Kegalla, has appointed HERAT MUDIYANSELAGE BANDARA APPOO to act as Registrar of Births and Deaths of Kitulgala palata division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for seven days from June 4, 1927, during the absence of the Registrar, WIJESINHA MALAPATIRANNEHELAGE UWANERIS WIJESINGHE, on leave. His office will be at Udahawatta in Polatagama.

The Assistant Provincial Registrar, Kegalla, has appointed EDIRISURIYA MUDIYANSELAGE PUNCHI BANDA EDIRISURIYA to act as Registrar of Births and Deaths of Ganhatha palata division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for eight days from June 12, 1927, during the absence of the Registrar, EDIRISURIYA MUDIYANSELAGE KIRIBANDA EDIRISURIYA, on leave. His office will be at Migahakotuwewatta in Kalwana.

The Assistant Provincial Registrar, Kegalla, has appointed HENADIRIKANKANAMALAGE DON PETER APPUHAMY to act as Registrar of Births and Deaths of Panawal korale east division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for two days from June 13, 1927, during the absence of the Registrar, DISANAYAKA RANASINHA ATAPATTU MUDIYANSELAGE PUNCHIBANDARA, on leave. His office will be at Pahala-walawwewatta in Panawala.

The Assistant Provincial Registrar, Kegalla, has appointed EDIRISURI MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths of Meddemediliya pattuwa division, and of Marriages (General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for eight days from June 13, 1927, during the absence of the Registrar, EDIRISURI MUDIYANSELAGE KIRIBANDA, on leave. His office will be at Handagama-watta in Handagama.

The Assistant Provincial Registrar, Kegalla, has appointed KARUNARATNA MUDIYANSELAGE ANDIRIS APPUHAMY to act as Registrar of Births and Deaths of Otara pattuwa division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for three days from June 13, 1927, during the absence of the Registrar, KALUACHCHI PATIRANNEHELAGE MOHOTTIAPPUHAMY, on leave. His office will be at Ambagahawatta in Nelundeniya.

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

H. E. BEVEN,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

ORDINANCE No. 17 OF 1869.

D 92/26

IN pursuance of the powers conferred on him by section 16A of Ordinance No. 17 of 1869, His Excellency the Officer Administering the Government hereby orders as follows:—

The following goods shall be exempt from payment of customs duty:—

- (a) All goods officially supplied by the German Government for the use of its Consular Officers; and
- (b) The baggage and personal effects of the Consul-de-carriere of Germany, his family, and suite on their first arrival in the Colony.

Colonial Secretary's Office,
Colombo, June 17, 1927.

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

Code for Assisted Vernacular and Anglo-Vernacular Schools.

E 57/27

THE following amendment to the Code for Assisted Vernacular and Anglo-Vernacular Schools, which has been confirmed by His Excellency the Officer Administering the Government in Executive Council, is hereby published for general information in accordance with section 10 (3) of Ordinance No. 1 of 1920.

Colonial Secretary's Office,
Colombo, June 16, 1927.

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

AMENDMENT REFERRED TO.

Grants to Estate Schools.

Clause 38 (a).—Under *Estate Schools* substitute the following:—

- (1) *Attendance Grant*.—Rs. 7 per unit of average attendance for the year. (The average attendance is obtained by taking the mean of the monthly average attendances.)
- (2) *Result Payment Grant*.—
 - (a) Rs. 4 × number presented for inspection provided percentage of passes in all subjects is not less than 80;
 - (b) Rs. 3 × number presented for inspection provided percentage of passes in all subjects is less than 80 and not less than 65;
 - (c) Rs. 2 × number presented for inspection provided percentage of passes in all subjects is less than 65 and not less than 50.

N 11/27

HIS Excellency the Officer Administering the Government has been pleased, in terms of the regulations published in the *Gazette* of November 23, 1923, to grant the Colonial Auxiliary Forces Long Service Medal to Major Waldo Sansoni, Corporal Aniff Rahaman, Bandsman Kamal Miskin Pitche, Private Galbokkahewage Amaris Silva, Private Eugene Pereira of the Ceylon Light Infantry; Sergeant Peter James Fernando and Corporal Herbert Victor de Silva of the Ceylon Medical Corps.

Colonial Secretary's Office,
Colombo, June 14, 1927.

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

Department of Indian Immigrant Labour.

B 27/26

"THE LABOUR ORDINANCE, No. 1 OF 1923."

Notification No. 18.

IT is hereby notified that His Excellency the Officer Administering the Government in Executive Council, in pursuance of Regulation 1A, Chapter I., of the regulations made by the Governor in Executive Council, under the powers conferred by section 14 of "The Labour Ordinance, No. 1 of 1923," as amended by Notification No. 8 of the Department of Indian Immigrant Labour, dated October 24, 1923, and published in the *Government Gazette* No. 7,358 of October 26, 1923, has been pleased to declare that the quarterly instalment in respect of acreage fees, payable on or before July 1, 1927, to the Controller by employers of any Indian immigrant labourers on any estate of the description named in Schedule A attached to the said regulations, shall be on the following scales:—

- 75 cents per acre for tea; and
- 25 cents per acre for rubber, cacao, or cardamoms.

2. Notification No. 17 of the Department of Indian Immigrant Labour, dated November 24, 1926, and published in the *Ceylon Government Gazette* No. 7,557 of November 26, 1926, is hereby cancelled.

Colonial Secretary's Office,
Colombo, June 16, 1927.

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U73/27

REGULATION made by the Sanitary Board of the District of Mannar, Northern Province, under section 9 E (2) of "The Small Towns Sanitary Ordinance, 1892," as amended by Ordinance No. 13 of 1926, and approved by His Excellency the Officer Administering the Government in Executive Council.

Colonial Secretary's Office,
Colombo, June 13, 1927.

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

REGULATION REFERRED TO.

The regulation No. 12 under section 9 E (s), (a), (b), (c) made by the Sanitary Board of the District of Mannar, and published in *Ceylon Government Gazette* No. 7,479 of August 21, 1925, is hereby repealed, and the following is substituted for it:—

All owners or occupiers of premises furnished with closets or latrines within any specified area shall pay monthly to the Board for the conservancy service a conservancy rate of half per cent. upon the annual value of such premises as determined for the purpose of assessment rate levied under the Ordinance.

P 190/27

IT is hereby notified for general information that the Admiralty regulations in force in the United Kingdom relating to the use of Wireless Telegraphy by foreign warships and service aircraft accompanying them in the harbours of Great Britain, and shown in the schedule hereto subjoined, will be regarded as applicable in the case of foreign warships and service aircraft accompanying them in the waters of Ceylon.

Colonial Secretary's Office,
Colombo, June 7, 1927.

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

SCHEDULE.

(a) Foreign men-of-war and service aircraft accompanying them lying in a naval port, or in any harbour which is close to a naval port, shall obtain permission from the Senior Naval Officer at the naval port to use their wireless telegraphy or telephony apparatus, stating system, wavelengths, and times of transmission proposed.

(b) Foreign men-of-war and service aircraft accompanying them lying in any harbour which is not close to a naval port shall conform to the following regulations:—

- (i.) Transmission on 600 metres is forbidden except for the purpose of making or answering signals of distress.
- (ii.) Interference with naval, army, or airforce signalling, or with any fixed shore station, must be avoided.
- (iii.) Transmission must be discontinued on request from (1) any naval authority, (2) the port authorities, (3) any fixed shore station.
- (iv.) Protracted signalling, using apparatus transmitting other than pure continuous waves, must be avoided.
- (v.) If there is a British or Dominion fleet or warship lying in the harbour, the Senior Naval Officer should be consulted.

(Continued on page 1519.)

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the purchase of the following old material from persons willing to buy same, viz. :—

A.—Materials lying at the Locomotive Workshops at Maradana—

	Approximate Tons.
Old wheel centres with tyres ..	40
Old wrought iron and mild steel scrap ..	350
Old wrought iron and mild steel scrap (small pieces) ..	150
Old wheel tyres, engine, carriage, and wagon ..	200
Old spring plates ..	100
Old spring steel (various) ..	15
Old cast steel ..	10
Old steel tubes ..	10
Old steel U. P. R. wheels ..	5
	Cwt.
Old rubber rolling rings, &c. ..	15

B.—Materials lying at the Workshop of the District Engineer, Central District, Dematagoda—

	Approximate Tons.
Iron and steel scrap, flats, and bolts ..	6
80-lb. fish plates ..	15·20
72-lb. check rail fish plates ..	7
Iron and steel scrap, angles, tees, flats, and bent rails ..	10
Short pieces rails under about 2 feet ..	25
72-and 80-lb. old switches and stock rails ..	50
Old steel sleepers ..	5
Old iron plates ..	1
Old slide chairs ..	6

C.—Materials lying at the Workshop of the District Engineer, Upper District, Kandy—

Pressed steel trolley wheels ..	1
Crossing parts, wings V's and checks ..	7
Iron and mild steel bolts ..	20
Dogspikes ..	20
Scrap bolts and nuts ..	5½
Pressed steel fang bolts shoes, 88-lb. ..	3
Scrap iron (various) ..	2

The above quantities are approximate.

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

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

4. Tenders should be marked "Tender for the purchase of Old Material" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 5, 1927.

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

6. A deposit of Rs. 100 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo Bank, and a receipt produced for the same before any form of tender is issued; and should the person whose tender has been accepted decline to make payment and take delivery of the articles in question, or fail to remove them within the time specified by the General Manager, such deposit shall 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. Should, however, he pay the charges due and remove the material in the specified

time, the deposit of Rs. 100 will be refunded. The deposits of all other tenderers whose tenders have not been accepted will be refunded.

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

8. Tenders from tenderers not resident in the Colony will not receive consideration, unless submitted by a duly constituted agent resident in the Colony specially empowered to tender for the same.

9. Tenderers should, before tendering, inspect the old material which can be seen on application to the Railway Officers concerned at the places mentioned above. Once a tender has been accepted no excuse whatever as regards the quality, &c., of the material will be accepted.

10. Payment must be made within three weeks after notification of acceptance of tender, and the material must be removed within two months from date of payment.

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

12. 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.

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

General Manager's Office,
Colombo, June 13, 1927.

T. E. DUTTON,
General Manager.

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 July 5, 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 acquired, 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, June 13, 1927.

SCHEDULE REFERRED TO.

Service.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of cooked provisions with milk to the following hospitals—		
Balapitiya Hospital ..	150	300
Elpitiya Hospital ..	200	400
Deniyay Hospital ..	400	800
Hambantota Hospital ..	100	200
Matara Hospital ..	250	500
Tangalla Hospital ..	100	200
Tissamahara Hospital ..	200	400
Udugama Hospital ..	400	800
Supply of uncooked provisions without milk to the following hospital—		
Galle Hospital ..	500	1,000
Supply of cooked provisions without milk to—		
Teldeniya Hospital ..	100	200

SCHEDULES of rates are hereby invited for additional drainage to Welikada Jail.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Buildings, Colombo, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Construction Engineer, Public Works Department, Colombo.

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works

Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedules of Rates for Additional Drainage, Welikada Jail," so as to reach the offices of the foregoing officers on or before 12 noon on June 28, 1927.

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

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

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

8. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, 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 Construction Engineer, Public Works Department, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

Public Works Office,
Colombo, June 13, 1927,

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

SCHEDULES of rates are hereby invited for the masonry and concrete work required in the construction of a 30 feet span bridge to carry the new Colombo-Labugama Junction road over the Kelani Valley Railway at Homagama.

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

3. Plans, specification, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer in Charge, Colombo-Labugama Junction road (Pamankada-Nugegoda road), Wellawatta, any week day between the hours of 8.30 A.M. and 4.30 P.M. (Saturdays, 8.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer in Charge, Colombo-Labugama Junction road, Wellawatta, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Torrington square, Colombo, and the duplicate addressed to the District Engineer in Charge, Colombo-Labugama Junction road, Wellawatta, endorsed on the outside "Tender for Overhead Bridge), Homagama," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, July 11, 1927.

5. The tendered rates must be entered in ink and any alterations must bear the initials of the tenderer and witnesses. Any altered tender not bearing such initials will be treated as informal and rejected.

6. Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 5, either at the General Treasury or any local Kacheheri. The receipt must be handed to the District Engineer in Charge. The deposit will be refunded to all *bona fide* tenderers after the first monthly agreement has been signed by the successful contractor.

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

8. The accepted tenderer will be required to complete and hand over the work to the District Engineer in Charge, Colombo-Labugama Junction road, on or before a date to be agreed upon.

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

shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Western Province, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

S. J. KIRBY,
Public Works Office, for Director of Public Works.
Colombo, June 13, 1927.

SCHEDULES of rates are hereby invited for the erection of a new Court-house, Panadure.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Panadure, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Panadure, endorsed on the outside "Schedules of Rates for the Erection of a New Court-house, Panadure," so as to reach the offices of the foregoing officers on or before 12 noon on June 28, 1927. All imported articles, such as cement, fittings for doors and windows, paint, oil, reinforcement, zinc for guttering, buckets, R. S. joists, and lightning conductor will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

5. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri and a receipt produced for the same before any form of schedules of rates is issued. Should any person decline to enter into any agreement within ten days of receiving notice in writing from the Provincial Engineer, Western Province, Colombo, that his schedule of rates 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 acceptance of tender.

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

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

8. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement.

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

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

S. J. KIRBY,
Public Works Office, for Director of Public Works.
Colombo, June 13, 1927.

TENDERS are hereby invited for the preliminary proposed survey of approach road to Pallewala Railway Station.

2. All tenders must be in duplicate, the original being forwarded to the Provincial Engineer, Western Province, Colombo, and the duplicate direct to the District Engineer, Negombo.

3. Tenders must be marked "Tender for the Survey of Approach Road to Pallewala Railway Station" in the left hand top corner of the envelope, and should reach the Office of the Provincial Engineer, Western Province, Colombo, and the District Engineer, Negombo, not later than midday on June 28, 1927.

4. Tenders should either be deposited in the tender box in the Office of the Provincial Engineer, Western Province, Colombo, or be sent to him through the post.

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

6. Plans and specifications may be seen, and further information obtained on application, at the Office of the District Engineer, Negombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

7. The work to be completed on or before August 15, 1927.

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

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

Public Works Office, S. J. KIRBY,
Colombo, June 13, 1927. for Director of Public Works.

SCHEDULES of rates are hereby invited for the work involved in raising and deviating sections at 12½-12½ and 11½-11½ mileposts of the Peradeniya-Ramboda road.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the District Engineer, Pussellawa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province South, Nuwara Eliya, and the duplicate addressed to the District Engineer, Pussellawa, endorsed on the outside "Schedules of Rates for Raising Peradeniya-Ramboda Road," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, June 27, 1927. All imported articles such as cement, corrugated iron sheets, ridging, powder, fuse, steel, and iron clips will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

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

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

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

Public Works Office,
Colombo, June 13, 1927.

S. J. KIRBY,
for Director of Public Works

SCHEDULES of rates are hereby invited for the transport of stores in the Pussellawa district for the 6 months ending December 31, 1927.

2. The transport will in general be as under, but may be between any other points ordered:—

(a) Between the Public Works Department stores, Gampola, and the following places:—

- (1) Gampola Railway Station.
- (2) Any point up to Ramboda Post Office on the Peradeniya-Ramboda road.
- (3) Any point up to Sangilipalam bridge on the Tawalan-tenne-Sangilipalam road.
- (4) Any point up to Pupuressa.
- (5) Any point up to Ulapane on the Gampola-Nawalapitiya road.
- (6) Any point up to Dehipagoda on the Peradeniya-Ramboda road.

(b) Between Nawalapitiya Station and the following places:—

- (1) Any point up to Ulapane on the Gampola-Nawalapitiya road.
- (2) Any point up to Dolosbage Hospital.
- (3) Any point up to Somerset Factory on the Craighead road.

(c) Between Peradeniya Junction and the following places:—

- (1) Any point on the Daulagala-Emblimigama road.
- (2) Any point up to Dehipagoda on the Peradeniya-Ramboda road.

3. The contractor will be responsible for the loading and unloading of the vehicles employed and rates quoted are to include for this service.

4. The contractor will be required to undertake the transport of any goods within 24 hours of receiving notice to do so.

5. Payment will be made monthly by voucher on the basis of the accepted tendered schedule of rates, the contractor to support all claims for payment by Way Bills or orders issued by the District Engineer, Pussellawa, and receipted by the consignee.

6. The form of contract and conditions can be seen, and all other information obtained from the Office of the District Engineer, Pussellawa, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

7. Schedules of rates must be submitted on forms to be obtained from the District Engineer, Pussellawa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province South, Nuwara Eliya, and the duplicate addressed to the District Engineer, Pussellawa, endorsed on the outside "Schedules of Rates for the Transport of Stores, Pussellawa District," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, June 25, 1927.

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

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

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

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

Public Works Office,
Colombo, June 13, 1927.

S. J. KIRBY,

for Director of Public Works.

SCHEDULES of rates are hereby invited for constructing the 7th and 8th miles, Passara-Nakkala road.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Passara, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, Province of Uva, Badulla. The length of section to be divided according to progress shown.

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Passara, endorsed on the outside "Schedule of Rates for the Construction of Passara-Nakkala Road," so as to reach the offices of the foregoing officers on or before 12 noon on June 30, 1927. The following imported materials will be supplied by Government:—Cement, steel, powder, reinforced concrete pipes, moulds, baskets, and fuze. The rates quoted by the contractors should be omitting the value of the above-mentioned materials supplied by Government.

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

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

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

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

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

Public Works Office,
Colombo, June 13, 1927.

S. J. KIRBY,

for Director of Public Works.

SCHEDULES of rates are hereby invited for improvements to the Police Magistrate's bungalow, Chilaw.

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

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

4. Schedules of rates must be submitted on forms, a specimen of which can be seen in the Office of the District Engineer, Chilaw, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Chilaw, endorsed on the outside "Schedule of Rates for Improvements to the Police Magistrate's Bungalow, Chilaw," so as to reach the offices of the foregoing officers on or before 12 noon on July 4, 1927. All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

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

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

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

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

S. J. KIRBY,
for Director of Public Works.
Public Works Office,
Colombo, June 15, 1927.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned private properties of long-sentenced and deceased prisoners of Negombo Prison will be sold by public auction at the Negombo Prison gate on Saturday, July 23, 1927, at 11 A.M.:-

6 sarongs	3 shirts	3 cloths
3 banians	6 belts	4 handkerchiefs

June 13, 1927.

G. FURSE ROBERTS,
Superintendent.

THE under-mentioned property will be sold by public auction at the District Court, Kandy, on July 1, 1927, at 2 P.M. Claims to any of the said property should be preferred before that date :-

Case No.	Articles.
3,525/19,581 ..	1 box, 2 tin lamps
3,622/8,537 ..	1 axe
3,629/9,192 ..	1 umbrella
3,650/8,811 ..	3 boxes
3,644/8,635 ..	1 eardrop
3,640/12,916 ..	1 pair pincers
3,645/21,760 ..	1 grass cutter
3,661/8,644 ..	1 handkerchief
3,673/8,996 ..	1 sarong
3,683/13,843 ..	1 leather belt, 2 baskets, 1 purse, 1 tin lamp
3,671/22,545 ..	1 katty, 3 coconuts
3,649/8,677 ..	1 box, 1 necklace, 2 bangles
3,687/23,017 ..	1 white coat, 1 hat, 1 sarong, 1 box
3,694/23,091 ..	1 mammoty
3,714/9,025 ..	1 purse, 1 coconut, 1 pillowcase, 1 padlock
3,698/23,231 ..	1 box, 1 pruning knife
3,699/23,352 ..	1 gunny bag, 3 cloths, 1 packing case
3,705/23,059 ..	1 hatchet, 1 grass cutter
3,700/23,161 ..	1 mammoty

Case No.	Articles.
3,702/23,339 ..	1 rice pounder
3,726/14,789 ..	1 banian, 1 towel, 1 sarong, 1 pair shorts
3,733/23,539 ..	1 brass pot, 1 chembu, 1 spittoon, 1 tin box, 1 basket
3,735/23,941 ..	1 towel, 1 hammer, 1 sledge hammer, 1 gunny bag, 1 tape box
3,731/11,056 ..	1 sarong
3,748/24,162 ..	1 tea chest (damaged), 1 gunny bag, 1 pair slippers
3,756/15,663 ..	1 coat
3,758/24,501 ..	1 mammoty
3,764/15,378 ..	3 sarongs, 1 shirt, 2 sarongs, 1 coat, 2 cups, 2 saucers, 2 plates, 1 handkerchief, 1 cigarette case, 1 banian
3,772/16,129 ..	1 cambaya, 1 handkerchief, 1 coin
3,809/24,905 ..	1 box
3,810/25,086 ..	2 gunny bags, 1 cloth, 1 box, 3 banians, 1 purse
3,827/10,434 ..	1 umbrella
3,828/10,346 ..	1 handkerchief, 1 coat, 3 shirts, 1 banian, 1 cloth, 1 cap, 1 shawl
3,848/104,428 ..	1 box
3,849/10,491 ..	1 axe
3,866/17,886 ..	2 tins
3,857/17,805 ..	1 tin box, 1 padlock and chain, 2 tin lamps
3,856/17,233 ..	2 gunny bags
3,886/26,242 ..	1 mammoty

One lot old iron, 1 lot sticks, 1 lot old keys, 322 bangles, 268 rings, 105 string beads, 11 charms, 6 buttons, 3 studs, 1 string coral, 1 comb, 105 earrings, 42 nose ornaments, 4 amulets, 1 uttaratcham, 2 metal pieces, 1 string medals, 5 waist chains, 6 toe rings, 12 thalis, 1 cross, 17 beads, and 1 pendant.

District Court,
Kandy, June 8, 1927.

P. E. PIERIS,
District Judge.

UNOFFICIAL ANNOUNCEMENT.

MEMORANDUM OF ASSOCIATION OF THE MIDDLETON TEA ESTATES, LIMITED.

1. THE name of the Company is "MIDDLETON TEA ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
 - (a) To purchase, take on lease, or exchange, or otherwise acquire estates, plantations and lands of any kind in the Island of Ceylon or elsewhere, or any share or shares thereof, whether reclaimed or unreclaimed, and to pay for the same either wholly or partly in cash or in shares, bonds, debentures, or other securities of the Company and to reclaim, fell, clear, plant, manage, improve, develop, or otherwise turn to account, or sell, lease, dispose of, or deal with all or any part of these estates, plantations, and lands, and especially, but without prejudice to said generality, to acquire and take over Middleton estate, in the Dimbula district of the Island of Ceylon, and to take on lease Talankande estate in the said district of Dimbula, and with a view thereto to adopt and carry into effect, either with or without modification, an Agreement No. 152 dated March 31, 1927, attested by Geoffrey Thomas Hale of Colombo, Notary Public, and expressed to be made between Jean Bindley, Alexander Frederick Gordon Renton, and Ronald Kenneth Duncan Renton of the one part and Gilbert Barsham Traill of the other part.
 - (b) To purchase, lease, take in exchange, hire, or otherwise acquire 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 Island of Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (c) To carry on in the Island of Ceylon 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 Island of Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (e) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in the Island of Ceylon 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 Island of Ceylon 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.

CAPITAL.

4. The nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000) divided into 750,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to 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, but a Shareholder proposing to transfer all or any of his shares shall in the first place by notice in writing to the Directors sent to the registered office of the Company state the price at which he proposes to sell, giving the Directors the option of buying the shares to be transferred at the proposed price on behalf of any one or more of the remaining Shareholders. The Directors shall thereupon offer such shares to the remaining Shareholders as nearly as may be in proportion to the existing shares held by them respectively. Such offers shall in each case limit the time within which the same if not accepted will be deemed to be declined, and may notify to the remaining Shareholders that any one of them who desires an allotment of shares in excess of his proportion should in his reply state how many excess shares he desires to have; and if all the remaining Shareholders do not claim their proportions the unclaimed shares shall be used for satisfying the claims in excess. Any shares proposed to be sold in respect of which the option to purchase given to the Directors is not exercised may thereafter be sold at any price not less than that stated in the option. A Shareholder shall however, be at liberty to transfer all or any of his shares to his wife (or if a female to her husband) or to his or her child or children or any of them without first offering the same to the remaining Shareholders as hereinbefore provided.

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 the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased 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 Article 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 Twenty-five thousand (Rs. 25,000).

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, 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, 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 in Ceylon as the Directors may determine.

58. Subsequent General Meetings shall be held once in every year, at such time and place in Ceylon as may be prescribed by the Company in General Meeting, and if no time or place is so proscribed, then at such place in Ceylon 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 in Ceylon 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 in Ceylon 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 :—

Middleton Tea Estates, Limited.

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

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

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 seven; but this clause shall be construed as being directory only, and the continuing Directors or Director may act notwithstanding any number of vacancies. The qualification of a Director shall be his holding in his own right at least one fully paid share in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors, but an alternate Director appointed under Article 99 does not require to be qualified under this Article.
86. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding fifteen hundred rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.
87. The first Directors shall be Messrs. G. B. Traill, G. O. Hunt, and A. F. G. Renton. 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. Any Directors may from time to time appoint any person who is approved by the majority of the Directors, or alternate Directors, to be an alternate Director. Such appointment shall have effect and such appointee while he holds office as an alternate Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director and generally to exercise all the rights and functions of a Director subject to any limitations or restrictions in the instrument appointing him, but he shall not require any qualification and shall not be entitled to be remunerated otherwise than out of the remuneration of the Director appointing him. Any appointment under this Article shall be effected by an instrument in writing under the hand of the appointor and any appointment so effected may be revoked at any time by the appointor by an instrument in writing under his hand or by a majority of the other Directors. Any appointment or revocation under this Article shall be delivered to the agents and secretaries of the Company at the registered office and shall become operative as soon as it shall have been so delivered.

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company or trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of three consecutive months without having appointed an alternate Director in his place and so on.
- (g) If he is requested in writing by all his co-Directors (and/or any alternate Director not appointed by him) to resign or is removed from office by a special resolution of the Company.

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

POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the said Middleton and Talankande Estates.

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 121 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

106. The Directors shall exercise in the name and on behalf of the Company all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting; provided, however, that the Directors may not embark upon any capital expenditure or sell mortgage, or assign the said estates or any part thereof or make any important or serious change in the policy of the Company or in the administration of the said Middleton and Talankande Estates without first obtaining the approval of the Shareholders either at the Annual General Meeting or at an Extraordinary General Meeting (sufficient notice of any such meeting to be

given to enable such Shareholders as may not be resident in Ceylon to attend in person or lodge proxies) and subject, nevertheless, to the provisions of any such Ordinances and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

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

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

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

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

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

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

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

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

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148 shall not be entitled to be given any notices.

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

155. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributors 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 contributors 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 aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

G. B. TRAILL.

D. W. WATSON.

H. J. BROMLEY.

F. CUNNINGHAM.

JOS. F. MARTYN.

N. S. O. MENDIS.

CHAS. H. PIERES.

Witness to all the above signatures this Twenty-fourth day of May, 1927 :

G. T. HALE,
Proctor, Supreme Court, Colombo.

[First Publication.]

MEMORANDUM OF ASSOCIATION OF UNWIN & COMPANY, LIMITED.

1. The name of the Company is "UNWIN & COMPANY, LIMITED."
2. The registered office of the Company is to be established in Kandy.
3. The objects for which the Company is established are—
 - (a) To carry on the business of manufacturers, traders, planters, importers, exporters, and merchants in Ceylon or elsewhere.
 - (b) To acquire as a going concern and carry on the business or businesses, assets, and liabilities of Greig and Unwin carried on at Kandy, and the business or businesses, assets, and liabilities of T. E. S. O'Brien carried on at Vavuniya and elsewhere.
 - (c) To acquire and deal with the property following :—
 - (1) The business property and liabilities of any company, firm, or person carrying on any business within the objects of this Company.
 - (2) Lands, buildings, rights, and other interests in immovable property.
 - (3) Plant, machinery, live and dead stock, stores, effects, and other movable property.
 - (4) Patents, patent rights or inventions, copyrights, designs, trade marks, or secret processes.
 - (5) Shares or stocks or securities in or of any company or undertaking, the acquisition of which may promote or advance the interests of this Company.
 - (d) To perform and do all or any of the following operations, acts, or things :—
 - (1) To pay all the costs, charges, and expenses of the promotion and establishment of the Company, and to procure the Company to be registered or incorporated in Ceylon, and if and when necessary or thought advisable elsewhere.
 - (2) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, and generally to carry on the business of planters, manufacturers, and exporters of agricultural produce.
 - (3) To work mines or quarries, and to find, work, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and other products.
 - (4) To build, construct, equip, maintain, improve, alter, and work tanneries, factories, mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (5) To purchase skins, rubber, or other raw products or produce for manufacture, manipulation, or sale.
 - (6) To erect or manufacture plant, machinery, tools, goods, and things in connection with any business of the Company.
 - (7) To make experiments in connection with any business of the Company, and to protect any inventions of the Company by letters patent or otherwise.
 - (8) To grant licences to use patents, copyrights, designs, or secret processes of the Company.
 - (9) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (10) To act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform subcontracts, and also to act in any of the business of the Company through or by means of agents, attorneys, brokers, subcontractors, or others.
 - (11) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.

- (12) To draw, accept, and negotiate bills of exchange, promissory notes, and other negotiable instruments.
 - (13) To sell, let, dispose of, or grant rights over all or any property of the Company.
 - (14) To sell the undertaking and all or any of the property of the Company for cash, or for stock, shares, or securities of any other company, or for other consideration.
 - (15) To enter into arrangements for joint working in business or for sharing profits, or for amalgamation with any other company, firm, or person which may seem directly or indirectly calculated to benefit this Company.
 - (16) To borrow money or to receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage, or other security charged on the undertaking or all or any of the assets of the Company, including uncalled capital.
 - (17) To lend money, with or without security, and to invest money of the Company in such manner as the Directors think fit.
 - (18) To promote companies.
 - (19) To underwrite the shares, stock, or securities of any other company, and to pay underwriting, commissions, and brokerage on any shares, stock, or securities issued by this Company.
 - (20) To pay for any lands and real or personal, immovable and movable, estate, or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise however with power to issue any shares either fully or partly paid up for such purpose.
 - (21) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly the other.
 - (22) To provide for the welfare of persons employed or formerly employed by the Company, or any predecessors in business of the Company, and the wives, widows, and families of such persons, by grants of money or other aid, or otherwise as the Company shall think fit.
 - (23) To subscribe to, or otherwise aid benevolent, charitable, national, or other institutions or objects of a public character, or which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
 - (24) To distribute in specie assets of the Company properly distributable amongst its members.
- (e) To do all or any of the things hereinbefore authorized, either alone, or in conjunction with, or as factors, trustees, or agents for others, or by or through factors, trustees, or agents.
- (f) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Shareholders is limited.

5. The share capital of the Company is Rs. 100,000, divided into 10,000 shares of Rs. 10 each, with power for the Company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority or special privilege, or subject to any postponement of rights, or to any conditions or restrictions, and so that unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
PHILIP H. UNWIN, Mocha, Maskeliya	One
VIOLET M. UNWIN, Mocha, Maskeliya	One
W. B. BRIDGER	One
NIGEL I. LEE	One
SIDNEY F. GREIG	One
VICTOR DE VOS	One

Witness to the above signatures this 13th day of April, 1927, at Kandy :

C. GOONEWARDENE.

T. E. S. O'BRIEN One

Witness to the above signature this 18th day of April, 1927, at Vavuniya :

S. G. T. HALLIDAY,

Total Shares taken ... Seven

ARTICLES OF ASSOCIATION OF UNWIN & 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 Unwin & Co., Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is One hundred thousand Rupees divided into 10,000 shares of Ten Rupees each.

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company

shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any 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 may be to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any lands, property, rights, or privileges being acquired by the Company in payment of the whole or any part of the purchase price of any such lands, property, rights, or privileges, and that without offering the shares so allotted to the Shareholders.

12. Every person taking any share in the Company shall testify his acceptance thereof by writing under the 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 receipt 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 share, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

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

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

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

CALLS.

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

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

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

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceed 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. No shares in the original capital (hereinafter referred to as original shares) shall be sold or transferred by any Shareholder or trustee in bankruptcy or personal representative or heir of any Shareholder unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

27. Every Shareholder or trustee in bankruptcy, who may desire to sell or transfer any original shares, and every personal representative or heir of a deceased Shareholder, who may desire to sell or transfer any shares of such deceased Shareholder, shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board his Agent for the sale of such shares to any members or member of the Company at a price to be agreed upon between the party giving such notice and the Board, or in case of difference to be determined by the Auditor of the Company.

28. Upon the price of such original shares being agreed on or determined by the Auditor (as the case may be) the Board shall forthwith give notice to each of the Shareholders (other than the Shareholders desiring to sell or transfer the said shares) stating the number and price of such shares and writing the person to whom the notice is sent to state in writing, within 21 days from the date of such notice, whether he is willing to purchase any, and if so what maximum number of such shares. At the expiration of such 21 days the Board shall apportion such shares amongst the Shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be *pro rata* according to the number of shares already held by them respectively, or if there be only one such Shareholder the whole of such shares shall be sold

to him, provided that no Shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice upon such apportionment being made or such one Shareholder notifying his intention to purchase, as the case may be. The party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective Shareholders or to the single Shareholder who shall have agreed to purchase the same.

29. In the event of the whole of such shares not being sold under the preceding Article, the party desiring to sell or transfer shall be at liberty to transfer the shares not so sold to persons who are not Shareholders, provided that he shall not sell them for a less price than the sum at which the same shall have been offered for sale to the Shareholders as aforesaid.

30. The provisions as to transfer contained in the preceding Articles shall not apply to a transfer of shares desired to be made hereby for the purpose of effectuating the appointment of new trustees, provided that it is proved to the satisfaction of the Board that such is the case.

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

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

33. 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.

34. 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.

35. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents, or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to powers vested in them by Article 34, shall register the transferee as a Shareholder, and retain the instrument of transfer.

36. 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.

37. 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.

38. 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 the year.

TRANSMISSION OF SHARES.

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

40. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to share 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.

41. If any person who shall become entitled to be registered in respect of any share under clause 40 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 SHARE.

42. 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.

43. 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.

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

45. 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.

46. 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.

47. 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.

48. 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 45 hereof, shall be redeemable after sale or disposal.

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

50. 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.

51. 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.

52. 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.

53. 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.

54. 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 rights or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

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

56. 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.

57. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's business, or of erecting, maintaining, improving, or extending buildings, machinery, or otherwise. Also from time to time at their direction to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Twenty thousand (Rs. 20,000).

58. 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.

59. For the purpose of securing the repayment of any such money so borrowed or raised, or for any other purpose, 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

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

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

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

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

69. 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.

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

71. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General Meetings without notice, no General Meeting, Ordinary or Extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened except resolutions submitted under Article 62.

72. 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.

73. 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.

74. 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.

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

76. 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.

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

VOTING AT MEETINGS.

78. At any meeting every resolution shall be decided by a show of hands, and in case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some Shareholder or in the case of a special resolution by three 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.

79. 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 three 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.

80. 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.

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

82. 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.

83. 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.

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

85. 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.

86. 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.

87. 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.

88. 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:—

Unwin & Co., 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 _____.

89. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney), except at any 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.

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

DIRECTORS.

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

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

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

93. The first Directors shall be Philip Hope Unwin, Nigel Inglesand Lee, Willie Battman Bridger, who shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

94. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, Managing Director, and (or) Agent, Visiting Agent, or Superintendent, for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Manager, Managing Director, and (or) Agent, Visiting Agent, or Superintendent.

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

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

ROTATION OF DIRECTORS.

95. At the First Ordinary General Meeting of the Company all the Directors shall retire from office; and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 96.

96. The Directors to retire from office at the Second and Third Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Director to retire shall be the one who has been longest in office.

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

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

99. 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.

100. 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.

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

102. 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.

103. 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.

104. 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.

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

106. 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.

107. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Superintendent, Manager, Managing Director, Agent, Visiting Agent, or Secretary of the Company, or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or file a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 193.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

POWERS OF DIRECTORS.

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

109. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an Agent or Agents, and Secretary or Secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the purchase or acquisition of the said licence, and otherwise in or about the working and business of the Company.

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

111. 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.

112. 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.

113. 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.

114. 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.

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

119. 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.

120. 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.

121. 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.

122. 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.

123. 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.

124. 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.

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

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

126. 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.

ACCOUNTS.

127. 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.

128. 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.

129. 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.

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

131. 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.

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

133. 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.

134. 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.

135. 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.

136. 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.

137. 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.

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

139. 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.

140. 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.

141. 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.

142. 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.

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

144. 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.

145. 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.

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

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

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

154. 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.

155. 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.

156. 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.

157. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 152 shall not be entitled to be given any notices.

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

ARBITRATION.

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

EVIDENCE.

159. 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.

160. 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.

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

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

PHILIP H. UNWIN, Mocha, Maskeliya.

VIOLET M. UNWIN, Mocha, Maskeliya.

W. B. BRIDGER, Kandy.

NIGEL I. LEE, Kandy.

SIDNEY F. GREIG, Brae Group, Madulkelle.

VICTOR DE VOS.

Witness to the signatures of PHILIP H. UNWIN, VIOLET M. UNWIN, W. B. BRIDGER, NIGEL I. LEE, SIDNEY F. GREIG, and VICTOR DE VOS at Kandy :

C. GOONEWARDENE.

T. E. S. O'BRIEN, Vavuniya.

Witness to signature :

S. G. T. HALLIDAY.

MEMORANDUM OF ASSOCIATION OF H. DON CAROLIS & SONS, LIMITED.

- Handwritten:* ~~Handwritten Publication~~
1. The name of the Company is "H. DON CAROLIS & SONS, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is to be established are—
 - (a) To acquire as a going concern and carry on the business or businesses, assets, and liabilities of the firm of "H. Don Carolis & Sons" in Colombo, Ceylon, and to pay for the same either wholly or partly in cash or in shares, bonds, debentures, or other securities of the Company and with a view thereto to adopt and carry into effect either with or without modification an agreement No. 138 dated February 16, 1927, attested by Geoffrey Thomas Hale of Colombo, Notary Public, and expressed to be made between Charles Alwis Hewavitarne therein described of the one part, the heirs of Don Carolis Hewavitarne Wijegunaratne Mudaliyar, deceased (therein fully detailed and described) of the second part, and Nanayakkara Don Stephen Silva of the third part.
 - (b) To carry on the business of household furnishers and outfitters, automobile, motor car, motor carriage, lorry, motor cycle, vehicle boat, and furniture builders or manufacturers, iron and brass founders, metal workers, machinists, smiths, wood workers, painters, cleaners, and general merchants and retailers.
 - (c) To buy, sell, manufacture, repair, clean, convert, let on hire, and deal in any or all of the above-mentioned articles or things or accessories thereto.
 - (d) To purchase and sell timber, wood, metals, machinery, implements, utensils, appliances, apparatus, petrol oil, fuel, lubricants, cements, paints, solutions, enamels, and any other materials, articles, or things relating to the above business either on concessions or otherwise.
 - (e) To carry on in Ceylon or elsewhere the business of planters, growers, and manufacturers of and dealers in, tea, rubber, and other Ceylon produce.
 - (f) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark, or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (g) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (h) To clear, open, plant, cultivate, improve, and develop the said properties or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (i) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidise such.
 - (j) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
 - (k) 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.
 - (l) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (i), or for the manufacture, and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (m) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals; and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce either raw or manufactured, at such times and places, and in such manner as shall be deemed expedient.
 - (n) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (o) 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.
 - (p) To act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the business of the Company through or by means of agents, attorneys, brokers, sub-contractors, or others.

- (g) 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.
- (r) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world branch establishments and (or) 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.
- (s) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (t) 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.
- (u) 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.
- (v) 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.
- (w) 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.
- (x) 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 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.
- (y) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (z) 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.
- (z 1) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary, or thought advisable, elsewhere.
- (z 2) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z 3) 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 4) 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 5) 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 6) To accept as consideration for the sale or disposal of any lands and real or personal immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any Company or the mortgages, debentures, or obligations of any Company or person, or partly one and partly the other.
- (z 7) 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 8) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.
4. The liability of the Shareholders is limited.
5. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000) divided into Two hundred thousand (200,000) 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.
S. K. MOONESINGHE, Colombo	One
N. HEWAVITARNE, Colombo	One
R. HEWAVITARNE, Colombo	One
C. H. S. BLATCH, Colombo	One
JOS. F. MARTYN, Colombo	One
N. S. O. MENDIS, Colombo	One
J. VICTOR A. GOONETILLEKE, Colombo	One
Total shares taken	Seven

Witness to all the above signatures, this 29th day of April, 1927 :

G. T. HALE,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF H. DON CAROLIS & SONS, 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 "H. Don Carolis & Sons, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

"Directors" means the Directors for the time being of the Company or (as the case may be) the Directors assembled at a Board, and includes the Life Directors referred to in Article 87 and any Alternate Director appointed in place of a Life Director under Article 88.

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

3. The Company shall forthwith adopt the agreement referred to in sub-clause (a) of clause III. of the Memorandum of Association and shall carry the said agreement into effect with such modification (if any) as may be agreed upon. And it is hereby provided and declared that the basis on which the Company is established is that the Company shall acquire

the business and properties comprised and described in the said agreement on the terms therein set forth, subject to such modifications, if any, as aforesaid, and that Charles Alwis Hewavitarne, together with any one or others of the heirs of Don Carolis Hewavitarne, Wijegunaratne Mudaliyar, deceased (in the said agreement described) as may be agreed upon are to be the first Directors of the Company, and it shall be no objection to the said agreement that the said Charles Alwis Hewavitarne or any of the said heirs is or are Vendor or Vendors, Promoter or Promoters, Director or Directors, Agent or Agents, or that he stands or they stand in a fiduciary position or fiduciary positions towards the Company or that there is no independent Board of Directors. And the said agreement shall not be set aside or reduced, and no claim shall be made by the Company or any member thereof against the parties thereto on any ground whatever, and every member of the Company present and future is to be deemed to join the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is Two million Rupees (Rs. 2,000,000) divided into 200,000 ordinary shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

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

13. Shares may be registered in the name of a firm or partnership, and any one 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 person under Article 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 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 the 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 two rupees and fifty cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the 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 sole Shareholder shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

35. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, 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 Article 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 Article 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 such meeting.

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's 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 Twenty-five thousand (Rs. 25,000).

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 the 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 Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

70. 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 a Shareholder; and unless a poll be immediately demanded by some Shareholder 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 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 three months' 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:—

H. Don Carolis & Sons, 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 six; but this Article 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 the holding in his own right of at least one hundred fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

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

87. Anagarika Dharmapala Hewavitarne and Charles Alwis Hewavitarne (who are herein referred to as the Life Directors) shall, subject to the provisions of Article 102, each be entitled to hold office so long as he lives, and J. Moonesinghe, N. Hewavitarne, and S. N. K. Moonesinghe (together with any other Directors) shall be the first Directors of the Company. The Ordinary Directors (which term shall mean the Directors for the time being of the Company other than the Life Directors and any Alternate Director appointed by a Life Director) shall hold office until the First Ordinary General Meeting of the Company when they shall retire, but shall be eligible for re-election.

88. A Life Director shall, subject to the provisions of Article 102, have power to appoint any member of the Company or any other person to be an Alternate Director during his absence from Ceylon, and such appointment shall have effect, and such appointee while he holds office shall be entitled to notice of meetings of Directors and to attend and vote thereat accordingly, and generally to exercise all the rights and functions of such absent Director, subject to any limitations or restrictions in the instrument appointing him, but he shall not require any qualification and he shall "*ipso facto*" vacate office if and when his appointor returns to Ceylon or vacates office as a Life Director. Any appointment under this Article shall be effected by an instrument in writing under the hand of the appointor, and any appointment so effected can be cancelled by the appointor by an instrument in writing under his hand and such Alternate Director shall vacate office as soon as notice in writing of the execution of such instrument of cancellation shall be received at the office of the Company. Such Alternate Director may be one of the Ordinary Directors of the Company, in which case he shall be entitled to vote in both capacities, but one person holding the office of Ordinary Director and Alternate Director shall not be a quorum under Article 112.

An Alternate Director shall in the absence of a direction to the contrary in the instrument appointing him be entitled to receive notice of and to vote at General Meetings of the Company on behalf of his appointor, and generally to represent his appointor in the same manner as if he had been appointed a general proxy under the provisions of those Articles.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

102. The office of the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Managing Director, Manager, Agent, Visiting Agent, Superintendent, 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 Article 98.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon without leave from the Board for a period of three consecutive months, provided that the office of Life Director shall not be vacated by reason merely of absence from Ceylon for any period.

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

POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the business, assets, and liabilities of the firm of H. Don Carolis & Sons, Colombo, and the purchase and acquisition or lease of any business, lands, right, or property they may think fit, or any share or shares thereof.

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors 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, and acquisition of the said business and otherwise in or about the working and business of the said Company.

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, receiver 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 the substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or Company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

112. The Directors may meet for the 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, a Life Director or his Attorney and one Ordinary Director shall be a quorum.

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

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

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

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

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

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

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

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

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

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

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

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 this 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 Second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed as 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 in fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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 notices 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:

S. K. MOONESINGHE.
N. HEWAVITARNE.
R. HEWAVITARNE.
C. H. S. BLATCH.
JOS. F. MARTYN.
N. S. O. MENDIS.
J. VICTOR A. GOONETILLEKE.

Witness to all the above signatures, this 29th day of April, 1927:

[Third Publication]

G. T. HALE,
Proctor, Supreme Court, Colombo.

The Udabage Tea and Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at Australia Buildings, Fort, Colombo, the registered office of the Company, on Tuesday, June 28, 1927, at 11.30 A.M. for the purpose of considering and, if thought fit, passing the following resolution:—

"That the Directors be and they are hereby authorized sell to the Oaklands Tea and Rubber Company, Limited, all that allotment of land, situated in the village, Tanekoluwatta in the District of Kegalla; containing in extent 3 roods 1 3/100 perches according to plan No. 382 dated April 1, 1916, and made by S. Saba Ratnam, Registered Licensed Surveyor, at or for the price of Rs. 250 and upon such other terms and conditions as the Directors shall think fit, and to sign all transfers, deeds, documents, and other writings necessary in the premises."

By order of the Board,
CARSON & CO., LTD.,
Colombo, June 13, 1927. Agents and Secretaries.

The New Colombo Ice Company, Limited.

NOTICE is hereby given that the Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Thursday, June 30, 1927, at 2.30 P.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended March 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.

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

(The Transfer Books of the Company will be closed from June 23 to 30, 1927, inclusive.)

By order of the Directors,
BOIS BROTHERS & CO., LTD.,
Colombo, June 14, 1927. Agents and Secretaries.

Auction Sale under Mortgage Decree in D. C., 21,781.

In the District Court of Colombo.

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Monday, July 11, 1927, at 5 P.M. at the spot the following property, to wit:—

All those two allotments of land marked letter A and B respectively, being parts of the garden called Kanatagahawatta alias Ketakelagahawatta situated at Mirihane in the Palle pattu of Salmi kotuwa, in the District of Colombo, Western Province; the said portion A being bounded on the north by a road and portion marked B, on the east by the road, on the south by the land of A. Perera Basnayake, Aratchi, and on the west by the land of A. A. Perera; containing in extent 2 roods and 28 perches as per plan thereof dated April 14, 1906, made by Hardy Harris, Licensed Surveyor and Levellor, and the said portion B being bounded on the north by a road, on the east by a road, and on the south by the portion marked A; containing in extent 28 perches as per plan dated April 14, 1906, and which portion is a triangular bit of land.

For deeds &c., apply to P. Cassius Jansz, Esq., Courts, Colombo.

R. G. KOELMAN,
of JENSEN & CO.,
Auctioneers and Brokers.

Phone: 733.

Auction Sale under Mortgage Decree in D. C., Colombo, Case No. 20,954.

A DIVIDED allotment of land called Thalawatta alias Millagahawatta with the buildings, trees, and plantations thereon bearing assessment Nos. 134 and 135, situated at Karagampitiya, Dehiwala; containing in extent 27 perches. Sale at the spot on Tuesday, July 12, 1927, at 5 P.M.

Further particulars from G. E. J. Vandergert, Esq., Proctor and Notary, Hulftsdorp, Colombo.

R. C. McHEYZER, Auctioneer and Broker. Phone: 1681.

Auction Sale under Mortgage Decree in D. C. Case No. 22,497.

I SHALL sell by public auction on Saturday, July 9, 1927, at 117A, Hulftsdorp, from 4 P.M. :-

All the leasehold rights of the under-mentioned lands, together with all the plumbago mines, minerals, and produce comprised in and demised by the indenture of lease bearing No. 132 dated August 23, 1924, and attested by N. M. Zaheed, Notary Public, and assignment thereof bearing No. 297 dated March 5, 1926, and attested by M. C. Raju of Colombo, Notary Public, and all the buildings, machinery erections, and works, together with all the right and advantage, benefit of contract, and all claims and demands of the rights whatsoever of the said added defendant :-

1. Allotment of land called Manangodella, situated in the village Manangodella in Gangaboda pattu, Pasdun korale, in the District of Kalutara; in extent 1 acre 2 roods and 28 perches.

2. Allotment of land called Manangodella, situated in the village Mahagama aforesaid; in extent 13 acres 3 roods and 35 perches.

Further particulars from Albert E. Pereira, Esq., Proctor, Supreme Court, Colombo, or—

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

Auction Sale under Mortgage Decree in D. C., Colombo, Case No. 19,207.

I SHALL sell by public auction on Tuesday, July 12, 1927, at the spot at 5 P.M. :-

All that allotment of land with the building bearing assessment Nos. 4, 5 and 6, situated at Sameera's lane in Bankshall street, Colombo; in extent 9 73/100 perches.

Further particulars from J. Tambyah-Bartlett, Esq., Proctor, Supreme Court, Colombo, or—

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

Auction Sale.

In the District Court of Negombo.

Stampola Arachchige Don Peduru Appuhamy of Bolawalana in Negombo Plaintiff. No. 1,400. Vs.

Kuruwita Arachchige Abilnahamy of Diulapitiya Defendant.

UNDER decree in the above case, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,615.60, with interest on Rs. 1,500 at 25 per cent. per annum from December 24, 1926, to April 20, 1927, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs of suit, we shall sell by public auction at the respective spots, on Friday, July 8, 1927, the under-mentioned properties mortgaged by mortgage bond No. 84 dated August 23, 1926, attested by A. E. Rosa, Notary Public, as a primary mortgage, to wit :-

At 3 P.M.

1. An undivided half share of an undivided three-fourth share of the land called Delgahawatta, situate at Diulapitiya, in Dasia pattuwa of the Alutkuru korale, in the District of Negombo; in extent about 6 acres.

At 3.15 P.M.

2. An undivided half share of the field called Ambalamekumbura, situate at Diulapitiya aforesaid; in extent about 5 beras of paddy sowing ground.

At 3.30 P.M.

3. An undivided half share of the field called Wewakumbura, situate at Diulapitiya aforesaid; in extent about 5 beras of paddy sowing ground.

For further particulars, please apply to A. E. Rosa, Esq., Proctor, Supreme Court, and Notary, Negombo, or to—

K. L. PEREIRA & SON, Auctioneer. Negombo, June 8, 1927.

Auction Sale of Mortgaged Property.

BY virtue of a commission issued to me in case No. 28,639 of the District Court of Galle for the recovery of the sum of Rs. 1,257.33, with interest at the rate of 9 per cent. per annum from July 20, 1926, and costs Rs. 161.02, less Rs. 1,000 paid, due from the defendant G. A. Ernest Silva, Vidane Arachchi of Imadawa, unto K. Don Charles de Silva Samerasinghe of Meepe the plaintiff as per decree entered therein, I shall sell by public auction the following specially mortgaged property, to wit :-

On Friday, July 8, 1927, commencing at 11 A.M. at the spot, to wit :-

1. All that undivided 1 part of the land called Surikandewatta, situate at Hoypetta Talpe pattu; containing in extent about 6 acres, subject to the four years' lease on deed No. 421 dated November 3, 1924; which land is bounded on the north by Bulugahawatta, east by Unapenduragawatta, south by Narampege Diwelwatta, and west by Paragahawatta.

On same Friday, July 8, 1927, commencing at 2 P.M. at the spot, to wit :-

2. An undivided 2/3 parts of the field called Gulupekumbura, situate at Watawane in the said pattu; bounded on the north by Muttettuwa, east by Danduwanewana, south by Gulupegodawatta, and west by Udahindagaha and Dewalhindagaha; containing 4 pelas paddy sowing extent.

K. JOHN GABRIEL, Commissioner. June 13, 1927.

Auction Sale under Mortgage Decree in Case No. 2,465 of the District Court of Matara.

Appuhennedige James Edwin de Silva of Hamantota Plaintiff.

Against.

John Winfred Samaraweera of Weligama, administrator of the estate of H. W. Samaraweera, deceased. Defendant.

BY virtue of the commission issued to me in the above case for the recovery of Rs. 2,484, with interest on Rs. 2,000 till date of decree and thereafter with legal interest on the aggregate amount from date of decree, till payment in full, and costs of suit Rs. 175.77, I shall sell by public auction on Thursday, June 30, 1927, at 2.30 P.M. at the spot the following property, to wit :-

All that land called Mahapatahagawatta, together with all the buildings standing thereon, situated at Weligama, Weligama korale, Matara District; and bounded on the north by Ranaweeelagawatta, east and south by high road, and on the west by Binkarugawatta; in extent about 1 rood.

Conditions will be read before the sale.

For Further particulars, please apply to G. F. Ernst, Esq., Proctor, or to me—

N. W. JAYAWARDENE, Auctioneer and Commissioner. Matara, June 7, 1927.

Auction Sale under Mortgage Decree in D. C., No. 6,034.

By virtue of the commission issued to us in the above case, we shall offer for sale by public auction the under-mentioned properties No. (1) on Saturday, July 9, at about 10 A.M. at the spot, and No. (2) at 3.30 P.M. at the spot—

Description of Properties.

1) A house and garden situated at Kattankudy in Manmunajpattur Batticaloa, Eastern Province; bounded on the north by lane, south by dowry garden of Ahamadu-levve, east by garden of Mariampillai, west by bye-lane; and containing in extent from north to south-eastern side 11 1/2 fathoms, western side 10 1/2 fathoms, and east to west 10 1/2 fathoms. This garden together with the coconut trees, plantations, and produce therein and rights.

(2) A piece on the northern side of the land lot No. 4,753 called Samanthiathupoomi, situated at Thevalamunai-kandam in the pattu aforesaid; bounded on the north by the land of Vykali-pody Kunchitamby, south by the other share of this belonging to M. Ahamatulevve, east by Crown land, and west by land of Athamvava Karuthulevvai; and containing in extent 9½ acres. This land together with the wadia, well, coconut trees, outlets, inlets, and other rights.

RATNASINGHAM & Co.,
Auctioneers and Brokers.
Batticaloa, June 13, 1927.

Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

(1) Subramaniam Karthigesar and wife (2) Valliammai
both of Navatkuli Plaintiffs.
No. 21,862. Vs.

(1) Frederick Ponniah and wife (2) Agnesammah, both
of Chundikuli Defendants.

UNDER and by virtue of a commission issued by the District Court of Jaffna to recover from the above-named defendants the sum of Rs. 1,168-50, with further interest on Rs. 900 at 12 per cent. per annum from September 7, 1926, until the day of payment (interest not to exceed Rs. 631-50), and cost of suit Rs. 202-82, I shall sell by public auction on Monday, July 11, 1927, at 8 A.M. at the spot the following properties:

Decree Properties

1. All that land called Adalayadiyitpulam and other parcels, Adalayadiyivalavu and Adalayadiyitpulam, in extent 15 lachams varagu culture with plantations bearing, situated at Chiviateru in the parish of Chundikuly, in the division and District of Jaffna, Northern Province; and bounded on the east by property of the heirs of Velupillai Kandiah and Sithamparapillai Federick, north by property of Lineappillai, wife of Federick, west by land hereinafter mentioned, south by property of Sivakamy, widow of Nagamuttu, with the right of way along the bye-lane in the southern boundary of the land now belonging to Neekkilappillai.

2. An undivided ½ share on the land called Adalayadiyitpulam and other parcels, and Adalayadiyivalavu and Adalayadiyitpulam, in extent 15 lachams varagu culture, situated at Chiviateru aforesaid; and bounded on the north by property of Lineappillai, wife of Federick, east by

property above described, south by property of Sivakamy, wife of Nagamuttu, and west by property of Murugapper Suntharam and of Frederick Neekkilappillai, with right of way along the southern boundary of the western land.

J. P. KANTHYAH, Deputy Fiscal,
Commissioner.

Application for Enrolment as a Proctor.

I, FRANCIS VICTOR HERMAN LA'BROOY, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said Court.
Wesley College, F. V. H. LA'BROOY.
Colombo, June 13, 1927.

Cancellation of Power of Attorney.

NOTICE is hereby given that the partnership business between Thangappapillai, son of Thiraviyampillai, and Ravenna Mana Poonu Pulamadan Chetty, who carried on business under the name, style, and firm of "R. M. P. Thangappapillai," at Peliyagoda, having been dissolved, the power of attorney No. 4,097 dated January 8, 1927, and attested by Mr. C. T. Kandaswamy, Notary Public, Colombo, given by them to Ravenna Mana Poonu Paramasivampillai of Peliyagoda, is hereby cancelled.

கு. ம. ப. புலமடான் செட்டி,
Colombo, June 13, 1927. T. THANGAPPAPILLAI.

Revocation of Power of Attorney.

THE power of attorney dated February 21, 1924, and executed before the Sub-Registrar of Singampuneri in India, by Vyravan Chetty, son of Vyravan Chetty, Muthupalaniappa Chetty, son of Annamalai Chetty, Periyannan Chetty, son of Muthucaruppen Chetty, and by me Nallacaruppen Chetty, son of Muthupalaniappa Chetty, in favour of Kumarappa Chetty, son of Supramaniam Chetty, in respect of the firm of Morna Mana Ena Moona Ravanna Mana (M. V. E. M. R. M.) of Ses street in Colombo, and the deed of substitution No. 1668 dated November 3, 1924, by the said Kumarappa Chetty in favour of the said Periyannan Chetty have been revoked by me.

சு. பழ. மு. ச. நல்லகரப்பன் செட்டி.
Colombo, June 13, 1927. NALLACARUPPEN CHETTY,
son of Muthupalaniappa Chetty.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

I hereby give notice that I have on June 13, 1927, applied to the Assistant Government Agent, Nuwara Eliya, for the licences shown in the schedule hereto annexed for the licensing period ending September 30, 1928:—

Schedule referred to.

Name and address of applicant: A. Wood Hobley, Acting Manager, The Ceylon Brewery, Ltd., Nuwara Eliya.
Description of licence applied for: Beer and Porter licences.

State whether application is for renewal of existing licence or licences or for a new licence or licences: For renewal of existing licences.

Situation of premises to be licensed: The Ceylon Brewery, Ltd., Nuwara Eliya; 4, Lawson street, Nuwara Eliya; Beer shop, Talawakele; Beer shop, Maria, Lindula.

A. WOOD HOBLEY,
Acting Manager,
THE CEYLON BREWERY, LTD.

I hereby give notice that I have on June 13, 1927, applied to the Government Agent, Central Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928:—

Schedule referred to.

Name and address of applicant: A. Wood Hobley, Acting Manager, The Ceylon Brewery, Ltd., Nuwara Eliya.

Description of licence applied for: Beer and Porter licences.

State whether application is for renewal of existing licence or licences or for a new licence or licences: For renewal of existing licence.

Situation of premises to be licensed: Victory Hotel, Kandy.

A. WOOD HOBLEY,
Acting Manager,
THE CEYLON BREWERY, LTD.

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

Schedule referred to.

Name and address of applicant: A. Wood Hobley, Acting Manager, The Ceylon Brewery, Ltd., Nuwara Eliya.
Description of licence applied for: Beer and Porter licences.

State whether application is for renewal of existing licence or licences or for a new licence or licences: For renewal of existing licence.

Situation of premises to be licensed: 79, Maliban street, Pettah, Colombo.

A. WOOD HOBLEY,
Acting Manager,
THE CEYLON BREWERY, LTD.

MISCELLANEOUS DEPARTMENTAL NOTICES.

CH/Nankadawara Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. J. B. Radley for grant in aid of the above school which is situated in Chilaw District of the North-Western Province.

Observations will be received not later than July 11, 1927.

Education Office,
Colombo, June 10, 1927.

L. MACRAE,
Director of Education.

J/Kudattanai Karayoor Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. J. K. Sinnatamby to remove the above school, which is situated at Karayoor Kudattanai, in Jaffna District of the Northern Province, to a new site, which is about 100 yards north-east of the present site.

Observations will be received not later than June 24, 1927.

Education Office,
Colombo, June 10, 1927.

L. MACRAE,
Director of Education.

Dunnottar Estate School.

NOTICE is hereby given that an application has been received from the Superintendent, for a grant in aid of the above school, which is situated in Maskeliya district of the Central Province.

Observations will be received not later than July 17, 1927.

Education Office,
Colombo, June 17, 1927.

L. MACRAE,
Director of Education.

Tudugalla Estate School.

NOTICE is hereby given that an application has been received from the Superintendent, Tudugalla estate, for a grant in aid of his estate school, which is situated in Kalutara District of the Western Province.

Observations will be received not later than July 17, 1927.

Education Office,
Colombo, June 17, 1927.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. J. Yorke, Avissawella, has been appointed Manager of the school mentioned below, in place of the Superintendent, Yogama Group, Eheliyagoda.

School referred to.

Yogama Estate School.

Education Office,
Colombo, May 27, 1927.

L. MACRAE,
Director of Education.

J/Vannarponnai West Moor Street.
Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. A. M. M. Abdul Cader for the conversion of his J/Vannarponnai West, Moor street, Vernacular Mixed School into an Anglo-Vernacular school.

Observations will be received not later than July 16, 1927.

Education Office,
Colombo, June 17, 1927.

L. MACRAE,
Director of Education.

Lease of Lots 26 and 28, Cinnamon Gardens.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the lease of the two allotments of land known as the Colombo Cinnamon Gardens, more fully described in the schedule hereto annexed, for a period of three years, commencing from August 1, 1927, subject to the covenants and conditions set out in the form of lease hereto annexed.

2. The tenders which must be in sealed envelopes superscribed "Tenders for the Lease of the Colombo Cinnamon Gardens," for both the lots together or either of them, will be received at the Colombo Kacheheri until 2 p.m. on Thursday, July 7, 1927, when they will be opened. All persons making the tenders will be required to be present, and in failure, their tenders will not be entertained.

3. The person whose tender is selected by the Government Agent for submission to His Excellency the Governor, will be required to deposit at once one-tenth of one year's purchase amount in cash, and should the tender be accepted by His Excellency to furnish approved security for half of the whole purchase amount, or a deposit in cash for one-fourth of the whole purchase amount, within fourteen days of the date of receipt by him of the notification of the Governor's acceptance of his offer. Possession will not be granted until sufficient security has been furnished.

4. He will also be required to deposit money to pay the fees of the Crown Counsel for examining the title deeds of properties tendered as security and the expenses of appraising properties and registering the securities.

5. All the deeds tendered as security must be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they refer are unencumbered. This certificate must be obtained at the cost of the party producing the title deeds.

6. Any further information can be obtained on application at the Colombo Kacheheri.

7. Government reserves to itself full power to reject all or any of the tenders which may be made in pursuance of this notice, and to accept any tender whether such tender be made by the highest bidder or not.

The Kacheheri,
Colombo, June 13, 1927.

R. N. THAINE,
Government Agent.

Schedule referred to.

Lot.	Situation.	Extent.		Description.
		A.	R. P.	
26	Cinnamon Gardens	98	2 23.7	Grass (of this extent the portion which adjoins the road to Mahawatta has been handed over to the Railway is excluded)
28	Do.	0	3 24.34	Grass

An agreement entered into the _____ day of _____, between _____, Government Agent of the Western Province, for and on behalf of Our Sovereign Lord the King (hereinafter called the lessor, which expression shall include his successors in office, for the time being), of the one part, and _____, of _____ (hereinafter called the lessee, which expression shall include his heirs, executors, administrators, and assigns) of the other part, by which the parties hereto agree as follows:—

1. The lessor on behalf of the Crown agrees to let and demise and the lessee to take all that allotment of Crown land, situated at _____ in _____, particularized in the schedule hereto, and containing in the whole _____, together with all ways, waters easements, and appurtenances thereto belonging or usually occupied or enjoyed therewith, for the term of _____ years from the _____ day of _____ for the gross sum of Rupees _____, of which one-tenth of one year's rent, to wit, Rupees _____, was paid by the lessee to the lessor on the _____ day of _____ last, the receipt of which the lessor doth hereby acknowledge, and the remaining nine-tenth (hereinafter called the rent) shall be paid by the lessee to the lessor by equal quarterly payments on the _____ day of _____, the _____ day of _____, the _____ day of _____, and the _____ day of _____ in every year of the said term, the first of such quarterly payments to be made on the _____ day of _____ next, and the last to be made in advance one calendar month before the expiration of the said term.

2. The lessee shall not during the term aforesaid sublet or lease any portion of the said plantation or premises, and shall not erect or construct any temporary or permanent buildings upon the said premises, or open any road through the premises, except with the previous consent in writing of the lessor. In the event of consent being given by the lessor to the lessee for the erection of any temporary buildings on the said premises, such buildings shall be according to a plan to be approved by the Municipal Council of Colombo.

3. The lessee shall cultivate, maintain, and keep up the said premises in a good and husbandlike manner; and shall, within one year from the commencement of the term thoroughly weed and clear the said premises, and shall thereafter, during the continuation of the said term, previously to the month of October, in every year, pull and root up all herbs and weeds growing upon the said premises, and once in every year shall cleanse the ditches, gutters, and water-courses; and in case of default thereof in the last year, the lessee shall permit the lessor and all persons authorized by him to enter and weed the said plantation and cleanse the said ditches, gutters, and water-courses; and shall repay the expenses thereof.

4. The lessee shall not plant any other trees, plants, or shrubs, save and except cinnamon bushes and grass, without the written consent of the lessor.

5. The Crown shall be at liberty during the term of the lease on giving one month's notice to the lessee to resume possession of the premises hereby demised or any portion thereof, and to sell or otherwise appropriate such premises or such portions thereof when required by Government, and a proportionate deduction shall be made from the instalments of rent subsequent to the appropriation of such land by the lessor, his agent or agents, such proportion to be estimated with reference to the gross acreage of the premises hereby demised, and without reference to the quality of the land appropriated by the lessor as aforesaid. The lessee shall on receipt of a month's notice of such requirement from the lessor, his agent or agents, surrender such portion or portions without compensation.

6. If any portion of the plantation and premises hereby demised to be adjudged during the continuance of the tenancy to be private property and not to belong to the Crown, such adjudication shall in no way determine the tenancy, but an abatement in the rent shall be made by the lessor on behalf of the Crown proportionate to the acreage declared to be private property.

7. The lessee shall not during his tenancy cut or peel any cinnamon sticks which shall not have come to maturity, nor shall he at any time destroy or injure any cinnamon bushes or trees or timber on the said plantation growing, nor shall he at any time commit any waste thereon. Provided, however, that nothing herein contained shall prevent the lessee from harvesting such cinnamon as is fit to be harvested in the usual course of husbandry.

8. The lessee shall permit the lessor or his agent or agents at all reasonable time during the tenancy to enter upon the said leased premises and plantation to view the state and condition thereof.

9. During the last year of the term it shall be lawful for the lessor to appoint one or more persons who shall superintend the cutting and peeling of cinnamon then growing upon the said plantation, and so soon as such superintendent or superintendents have been appointed, the lessee shall not cut or harvest any cinnamon, save with the approval and consent of one of such superintendents.

10. The lessee shall, from time to time during the said term, when and so often as need shall require, at his own cost well and substantially repair and maintain the boundary marks and hedges, mounds, banks, fences, drains, and ditches, which indicate the boundaries of the premises hereby demised.

11. The lessee shall be at liberty to manure the premises hereby demised or any portion thereof subject to Municipal regulations. Cattle are not allowed on the land.

12. The lessee shall at the expiration or sooner determination of the said term deliver up the said plantation and leased premises and all fixtures and additions thereto in such good and husbandlike conditions as aforesaid, and in all respects in such state and condition as shall be consistent with the due performance of the agreements and stipulations herein contained.

13. The lessee shall, for more perfectly securing to the Crown the due performance of the conditions above set forth, execute with one or more sureties, immediately after the execution of these presents, a bond of even date herewith in favour of Our Sovereign Lord the King for the sum of Rupees _____, and hypothecating to the Crown the properties therein mentioned.

14. If any other quarterly instalments of rent hereby secured shall be in arrear for more than thirty days, or if the lessee commit a breach of any of the foregoing covenants, it shall be lawful for the lessor for and on behalf of the Crown to re-enter upon the said plantation and leased premises without making any compensation to the lessee, and thereupon it shall be optional to the lessor on behalf of the Crown either to sell the remainder of the term at the risk of the lessee or to forthwith determine the tenancy of the said plantations and leased premises.

15. The lessee will pay all rates and taxes due on account of this land and be subject to Municipal regulations.

16. The lessee shall provide permanent latrine accommodation in accordance with Municipal requirements and regulations.

In witness whereof the said _____ and the said _____ have hereunto set their hands at _____ this _____ day of _____, in the year of Our Lord One thousand Nine hundred and _____.

Witnesses: _____

Sale of Minor Forest Produce, 1927-28.

THE right to collect the forest produce specified in the appended schedule during the period commencing October 1, 1927, and ending September 30, 1928, from the Crown lands situated in the districts specified will be sold by sealed tenders (important produce) and by auction sale (unimportant produce) by the Divisional Forest Officers of the respective divisions on the dates and at the places mentioned in the said schedule.

2. Tenders are to be made only upon forms which will be supplied upon application at each Divisional Forest Office on depositing with the Divisional Forest Officer a sum of Rs. 20 as security. Alterations must be initialled, otherwise, the tenders may be treated as informal and rejected.

3. All tenders should be in duplicate and sealed under one cover and should be addressed to the respective Divisional Forest Officers. Tenders should either be deposited in the tender box kept in each office or be sent through the post.

4. Tenders should be marked "Tender for the Purchase of Minor Forest Produce, 1927-28," in the left hand top corner of the envelope, and should reach the offices of Divisional Forest Officers not later than midday of the dates fixed in the said schedule.

5. Separate offers should be quoted for each form of produce written both in words and in figures.

6. No tender form will be issued to any person whose name appears on the list of defaulting contractors or on the list of those to whom permits to fell and remove timber and fuel from Crown forests should be refused.

7. The Conservator of Forests will reserve to himself the right without question of rejecting any or all tenders or bids and of accepting any portion of a tender or bid.

8. The right in respect of the several products may be sold at the auction sales separately or collectively at the discretion of the Divisional Forest Officers.

9. The right to collect the produce hereby offered for competition shall be exclusive of such privileges as villagers have acquired under the provisions of the Forest Ordinance, or by usage for their domestic or village requirements.

10. The highest bidder or tenderer will be declared the purchaser, subject to the approval of the Conservator of Forests, and shall, immediately on his being so declared, deposit the necessary amounts as hereunder and sign his name in the Register of Sale in admission of such purchase:—

Bids up to Rs. 100.

The amount of the bid in full and security Rs. 20 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests.

Bids over Rs. 100 and up to Rs. 500.

50 per cent. of the bid and security Rs. 50 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid within 14 days of the approval of sale by the Conservator of Forests.

Bids over Rs. 500 and up to Rs. 1,000.

50 per cent. of the bid and security of Rs. 75 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid regularly in two monthly instalments within two months of the date of approval of the sale by the Conservator of Forests.

Bids over Rs. 1,000.

50 per cent. of the bid and security Rs. 150 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid regularly in three monthly instalments within three months of the date of approval of the sale by the Conservator of Forests.

Note.—All tenderers or their authorized representatives should be present on the date of sale at the respective offices to hear the results of their tenders and to make payments as indicated above.

11. Should the required deposit not be made immediately on conclusion of the sale, the right to collect the produce will be at once offered again to public competition, and the person who failed in the first instance to make the required deposit will not be allowed to bid, unless he deposits in advance a sum of Rs. 50, which will be forfeited if he again refuses to make the required deposit on acceptance of his bid.

12. The balance of the purchase amount, if any, shall be paid as specified in condition 10.

13. Should the person decline or fail to enter into an agreement within ten days of receiving notice in writing from the Divisional Forest Officers of the respective divisions to the effect that his bid has been accepted by the Conservator of Forests or to pay the balance of the purchase amount when due, the deposits already made on account of the purchase and the security shall be forfeited; and the right to collect the produce in question resold at the risk of the original purchaser, who shall be held liable to make good any deficiency in the price realized at such resale, but, on the other hand, he shall not be entitled to participate in any profit which may accrue to the Government by any resale.

14. The right to collect the produce in question shall not be assigned, resold, or sublet by the purchaser without the consent of the Conservator of Forests first obtained in writing.

15. Should the purchaser or his employees cause any damage to trees in the forests or commit any forest offence, the purchaser shall be held liable to pay compensation for all such damage or loss, and on failure to pay he shall be liable to prosecution.

16. The collection of all minor forest produce should cease on August 31, 1927, to admit of the minor forest produce collected being transported to the Central Stores before September 30, 1927, after which date the purchasers will not be allowed to transport any produce to the Central Store, no matter when the minor forest produce might have been collected in forest.

17. The Government reserves to itself the right, without question, of rejecting the purchaser's employees, and of rescinding the agreement if the above conditions are not adhered to.

18. For any further information, and for inspection of the draft agreements, application should be made at the Office of the Divisional Forest Officers of the respective divisions, in which the forests are situated.

SCHEDULE.

I.—Central Division.

1.—*Area of Exploitation*: Matale Revenue District (includes Naula and Dambulla Ranges).

Produce—

- (a) Wild cinnamon.*
- (b) Binkohomba.*
- (c) Honey and beeswax.*
- (d) Mora fruits.*
- (e) Aralu.*
- (f) Bulu.*
- (g) Nelli.*
- (h) Shed horns.*

Sale: At the Range Forest Office, Matale, at 10 A.M. on July 21, 1927.

2.—*Area of Exploitation*: Kandy Revenue District.

Produce: Wild cinnamon.*

Sale: At the Range Forest Office, Kandy at 10 A.M. on July 26, 1927.

3.—*Area of Exploitation*: Nuwara Eliya Revenue District.

Produce—

- (a) Wild cinnamon.*
- (b) Cardamoms (except two plots of land in extent about 10 acres, situated in Tispane in Kotmale division, leased out to Kiribaiya and Karunaratna).*

Sale: At the Divisional Forest Office, Nuwara Eliya, at 10 A.M. on July 30, 1927.

* By auction sale.

II.—Southern Division (West)—All by Tenders.

1.—*Area of Exploitation*: Hiniduma, Habarakada, Opata, Nelliwa, Dellawa, and Kanneliya divisions of Hinidum pattu of Galle District.

Produce—

- (a) Tapping of kitul trees for sweet toddy.
- (b) Honey and beeswax.
- (c) Cardamoms.

2.—*Area of Exploitation*: Talpe pattu, Galle District, excluding the Vidane-Arachchi's divisions Ahangama, Habaraduwa, Koggala, and Talpe.

Produce—

- (a) Tapping of kitul trees for sweet toddy.
- (b) Honey and beeswax.

3.—*Area of Exploitation*: Ambana Vidane-Arachchi's division of Wellaboda pattu of Galle District.

Produce—

- (a) Tapping of kitul trees for sweet toddy.
- (b) Honey and beeswax.

4.—*Area of Exploitation*: Gangaboda pattu, Galle District, excluding the Nalambura Reserve and Baddegama Vidane-Arachchi's division.

Produce—

- (a) Tapping of kitul trees for sweet toddy.
- (b) Honey and beeswax.

5.—*Area of Exploitation*: Elpitiya, Weihena, Pitigala, Horangalla, Uragama, and Opata Vidane-Arachchi's Divisions of Bentota-Walallawiti korale, Galle District.

Produce—

- (a) Tapping of kitul trees for sweet toddy.
- (b) Honey and beeswax.

N.B.—1 (a), 2 (a), 3 (a), 4 (a), and 5 (a) are sold subject to special condition that licences will be at once cancelled if any toddy is fermented from kitul trees thus tapped or found near them or found in possession of the tappers or the lessees or their agents.

Sale: At the Divisional Forest Office, Galle, at 11 A.M. on July 21, 1927.

III.—Southern Division (East)—(All by Tenders).

1.—*Area of Exploitation*: The Morawak korale of the Matara District.

Produce—

- (a) Honey and beeswax.
(b) Tapping of kitul trees for sweet toddy.

2.—*Area of Exploitation*: Kandaboda pattu of the Matara District.

Produce—

- (a) Honey and beeswax.
(b) Tapping of kitul trees for sweet toddy.

3.—*Area of Exploitation*: The Weligam korale of the Matara District.

Produce: Tapping of kitul trees for sweet toddy.

N.B.—The right to tap kitul trees is sold subject to special condition that licences will be at once cancelled if any toddy is fermented from kitul trees thus tapped or found near them or found in the possession of the tappers or lessees or their agents.

4.—*Area of Exploitation*: The Revenue District of Hambantota, exclusive of the Yale Game Sanctuary and the Resident Sportsmen's Reserve.

Produce: Honey and beeswax.

Sale: At the Divisional Forest Office, Matara, at 11 A.M. on August 16, 1927.

IV.—Eastern Division (South).

1.—*Area of Exploitation*: The Revenue District of Batticaloa.

Produce—

- (a) Honey and beeswax.*
(b) Gallnuts.*
(c) Kandalpattai (mangrove bark).†
(d) Vempaddampattai or Vempadam bark.†
(e) Paypudal (dummella).†
(f) Binkohomba (nilavempu).†

Sale: At the Divisional Forest Office, Batticaloa, at 2 P.M. on July 21, 1927.

* By tenders.

† By auction sale.

V.—Sabaragamuwa Division.

1.—*Area of Exploitation*: The Crown land situated in the Province of Sabaragamuwa.

Produce—

- (a) Binkohomba.*
(b) Gallnuts (Aralu or Kadukkai).*
(c) Kitul fibre.*
(d) Weniwel.*
(e) Wild cinnamon.*
(f) Wild cardamoms.*
(g) Honey and beeswax.†

Sale: At the Divisional Forest Office, Ratnapura, at 10 A.M. on August 15, 1927.

* By auction sale.

† By tenders.

VI.—Northern Division.

Area of Exploitation: The Northern Province, exclusive of Reserved Forests, areas in charge of public bodies and road reservations of public roads.

Produce—

- (a) Honey and beeswax.*
(b) Pillaikathalai leaves.†
(c) Bones.†
(d) Punchan, nanthi, omari, and umiri.†
(e) Green leaves for manuring purposes, exclusive of leaves of scheduled trees and of avarai and kavothy plants in the Island of Delft.
(f) Woodapples (divul fruits).†
(g) Medicinal plants:—Marakarai, paypudal, amukirray, tutuvelai, tangapuchitakarai, nulavempu, nannari, vichunukarani, and oharanai.†

Sale: At the Divisional Forest Office, Jaffna, at 10 A.M. on August 8, 1927.

* By tenders.

† By auction sale.

VII.—North-Western Division.

1.—*Area of Exploitation*: The Revenue District of Kurunegala.

Produce: Mi seeds.*

2.—*Area of Exploitation*: The Revenue District of Puttalam, exclusive of the Wilpattu Game Sanctuary.

Produce: Kandalpattai (mangrove bark).*

3.—*Area of Exploitation*: The Revenue District of Kurunegala.

Produce—

- (a) Honey and beeswax.†
(b) Binkohomba.†
(c) Paypudal (dummella).†
(d) Bones.†
(e) Wild cinnamon.†

Sale: At the Divisional Forest Office, Kurunegala, at 10 A.M. on August 8, 1927.

4.—*Area of Exploitation*: The Revenue District of Chilaw.

Produce—

- (a) Kandalpattai.†
(b) Honey and beeswax.†
(c) Bones.†
(d) Wild cinnamon.†

Sale: At the Range Forest Office, Chilaw, at 11 A.M. on August 16, 1927.

5.—*Area of Exploitation*: The Revenue District of Puttalam, exclusive of the Wilpattu Game Sanctuary.

Produce—

- (a) Binkohomba.†
(b) Honey and beeswax.†
(c) Bones.†
(d) Wild cinnamon.†

Sale: At the Range Forest Office, Puttalam, at 11 A.M. on August 17, 1927.

† By tenders.

† By auction sale.

VIII.—Eastern Division (North).

Area of Exploitation: The Revenue District of Trincomalee, exclusive of the Kanthalai Reserve.

Produce—

- (a) Honey and beeswax.*
(b) Vempadampattai or vempadam bark.†
(c) Kandalpattai or mangrove bark.†
(d) Paypudal (dummella).†
(e) Binkohomba (nilavempu).†
(f) Bones.†

Sale: At the Divisional Forest Office, Trincomalee, at 10 A.M. on August 8, 1927.

* By tenders.

† By auction sale.

IX.—North-Central Division.

Area of Exploitation: The North-Central Province, exclusive of the Wilpotuwewa Game Sanctuary and the Issembessewa Forest Reserve.

Produce—

- (a) Binkohomba.*
(b) Mi seeds.*
(c) Bones.†

Sale: At the Divisional Forest Office, Anuradhapura, at 2 P.M. on Wednesday, July 26, 1927.

* By tenders.

† By auction sale.

X.—Province of Uva.

Area of Exploitation: The Province of Uva.

Produce—

- (a) Binkohomba.*
(b) Wild cinnamon.*
(c) Bones.*
(d) Divul fruits.*
(e) Mi seeds.*
(f) Gallnuts.†
(g) Honey and beeswax.†

Sale: At the Divisional Forest Office, Haputale, at 10 A.M. on Tuesday, July 26, 1927.

* By auction sale.

† By tenders.

Note.—The Forest Department takes no responsibility for any refusal by the Kachcheri authorities to permit the removal of bones owing to cattle disease or other cause.

XI.—The Whole Island.

Area of Exploitation: Crown forests in the whole Island, exclusive of reserves, Game Sanctuaries, the Resident Sportsmen's Reserve, and other exclusive areas referred to in the divisional exploitation areas.

By Tenders.

Produce—

- (a) Strychnos nux vomica (kanchurankottai, *T.*, Godakaduru, *S.*).
 (b) Avarai or ponnavaram bark (ranawara).

Date of Sale: At the Office of the Conservator of Forests, Kandy, at 11 A.M. on August 9, 1927.

Note.—The tender forms for the produce for the whole Island should be sent to the Conservator of Forests, Kandy. The tender forms can be obtained in this office or in any Divisional Forest Office.

J. D. SARGENT,
 Conservator of Forests.

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

Loss of Firearms.

MATARA DISTRICT.

Description of Property: A single-barrelled breach-loading gun bearing No. 1279 on the stock, and licensed under No. 153/WK.

Name of Owner: Saruweliyanage Don Charlis of Pathagama in Weligam korale.

Remarks: Gun is said to have been stolen.

The Kacheheri, J. A. GUNARATNA,
 Matara, June 8, 1927. for Assistant Government Agent.

MANNAR DISTRICT.

(1) Description of Property: A single-barrelled muzzle-loading gun licensed under No. B 11751 and bearing No. M 466 on stock.

Owner: Muttusami Rangasami of Kattankulam in Mantai division.

Remarks: Whereabouts of the owner is not known.

(2) Description of Property: A single-barrelled muzzle-loading gun licensed under No. B 12075 and bearing Nos. M 395 and M 500 on stock.

Owner: Marisal Pilippu Silva of Katkidantakulam in Musali division.

Remarks: The gun is reported to have been lost.

(3) Description of Property: A single-barrelled muzzle-loading gun licensed under No. B 12084 and bearing No. M 814 on stock.

Owner: Nikkilan Manavalpillai of Nanaddan in Musali division.

Remarks: The gun is reported to have been lost.

The Kacheheri, C. E. JONES,
 Mannar, June 13, 1927. Assistant Government Agent.

RATNAPURA DISTRICT.

Description of Property: One single-barrelled cap gun, No. 1871 on stock.

License Number: 754/KM.

Licensee: Dampegamage Hendrickappuhamy of Maddegama.

Remarks: The gun is reported to have been lost.

The Kacheheri, W. D. GODSALL,
 Ratnapura, June 8, 1927. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated May 24, 1927, published in the *Government Gazette* No. 7,583 of May 27, 1927, the premises bearing assessment No. 9, situated at Flower road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5

of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from June 8, 1927.

The Municipal Office, CHAS W. PATE,
 Colombo, June 10, 1927. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Gangodawila, 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 Railway line, south by footpath from Mahakurunduwatta to Gangodawila high road, east by Boralessgomuwa to Udahamulla *via* Gangodawila Village Committee road, west by high road from Nugegoda to Kesbewa.

This declaration shall take effect from the date hereof.

May 28, 1927. D. E. WIJESKERE,
 Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Etul Kotte, garden No. 276, 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 M. David Perera's land, south by Dewata road, east by Dewata road, west by field called Madacumbura.

This declaration shall take effect from the date hereof.

May 30, 1927. D. E. WIJESKERE,
 Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nugegoda, garden No. 172, 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 garden belonging to M. S. de Costa, south by D. P. Wijesingha's land, east by high road, west by Parana-ela.

This declaration shall take effect from the date hereof.*

May 30, 1927. D. E. WIJESKERE,
 Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kalubowila east, garden No. 412, 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 Don Daviths' land, south by D. D. Cornelis' land, east by Kolainnekumbura, west by high road to Ratnapura.

This declaration shall take effect from the date hereof.

May 30, 1927. D. E. WIJESKERE,
 Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kalubowila east, garden No. 37, 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 dewata road, south by Barubharayakumbura, east by P. J. Peeris' land, west by D. D. Williams' land.

This declaration shall take effect from the date hereof.

May 30, 1927.

D. E. WIJESSEKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Etul Kotte, garden No. 127, 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 M. David Perera's land, south by dewata road, east by dewata road, west by field called Madacumbara.

This declaration shall take effect from the date hereof.

May 30, 1927.

D. E. WIJESSEKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nawinna 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 Kelani Valley Railway line, south by field, east by Kelani Valley Railway line, west by field.

This declaration shall take effect from the date hereof.

June 4, 1927.

D. E. WIJESSEKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kirillapone 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 burial ground, south by Balapokunewatta, east by Galpottewatta, west by burial ground.

This declaration shall take effect from the date hereof.

June 4, 1927.

D. E. WIJESSEKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Welikada, No. 600, 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 high road, south by the northern boundary of lot No. 620, east by dewata road, west by the western boundary of lot No. 601A.

This declaration shall take effect from the date hereof.

June, 6, 1927.

D. E. WIJESSEKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Etul Kotte, garden No. 278, 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 belonging to M. David Perera, south by dewata road, east by lands belonging to Colombantirige people, west by the high road.

This declaration shall take effect from the date hereof.

June 6, 1927.

D. E. WIJESSEKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Millagahawatta at Elapitiwela, 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 land belonging to H. Don Carolis Appu and others, south by land belonging to W. Andris Botejue, east by road leading to Ragama, west by land belonging to Don William Ratnasekara.

This declaration shall take effect from the date hereof.

TIMOTHY F. ABEYAKOON,
Mudaliyar, Alutkuru Korale South.
Wattala, May 31, 1927.

Foot Disease.

WHEREAS foot disease has broken out at Bombugammana, in Alutkuru korale north of the Negombo 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, south by land belonging to temple, east by tract of fields, west by cart road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Chief Headman, Alutkuru Korale North.
June 7, 1927.

Foot Disease.

WHEREAS foot disease has broken out at premises No. 492, Korawella, within the Local Board limits of Moratuwa, in the Salpiti korale, Western Province: It is hereby declared that the under-mentioned area is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, viz. :—

The area bounded on the north by land belonging to the heirs of Mr. Joseph de Mel, south by premises No. 486 of Mr. Levinis Fernando, east by land belonging to Mr. Eugene Bastian Pieris, and west by land belonging to John Gregory Marthinoo.

This declaration is to take effect from this date.

G. W. DE FONSEKA,
Mudaliyar, Salpiti Korale.
Moratuwa, June 1, 1927.

SALES OF TOLL AND OTHER RENTS.

Toll Rent, Western Province.

NOTICE is hereby given that on Thursday, June 23, 1927, at 12 noon, will be put for resale at the Colombo Kachcheri, at the risk of the original purchaser for the period mentioned below, the under-mentioned Toll Rent of the Western Province, the original purchaser of which may have failed to pay on or before that date the instalments for the months of April and May, 1927, or any part thereof that may be due and owing on that date.

The purchaser or purchasers at the resale should deposit one-tenth of the purchase amount on the day of sale.

If the rent is not disposed of at the resale, action will be taken against the defaulter in terms of the provisions of the Ordinance No. 21 of 1905.

From June 25 to December 31, 1927.

Wewala ferry.

District Road Committee,
Colombo, June 9, 1927.

R. N. THAINE,
Chairman.

Halpatota Ferry Toll Rent, 1927-28.

WITH reference to the notice dated May 27, 1927, regarding the sale of Halpatota Ferry Toll Rent for 1927-28, published in *Government Gazette* No. 7,585 of June 2, 1927, notice is hereby given that out of the vehicular traffic allowed on the ferry omnibuses and lorries will be excluded.

The Kachcheri,
Galle, June 7, 1927.

L. W. C. SCHRADER,
Government Agent.

Sale of Ferry Toll Rents, Jaffna District.

NOTICE is hereby given that sealed tenders will be received by the Government Agent of the Northern Province, or by his Office Assistant at the Jaffna Kachcheri at 12 noon, on Tuesday, July 19, 1927, for the purpose of the following ferry toll rents for twelve months from October 1, 1927:—

- | | |
|-----------------|---------------|
| 1. Pannaiturai. | 3. Karaitivu. |
| 2. Araliturai. | |

Separate tenders should be made for the several rents as shown above.

Tenders must be handed in personally and no tender received by post will be accepted, nor will any tender received after the day and hour mentioned above be considered.

The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount in cash and, should the offer be accepted by His Excellency the Governor, to furnish approved security for one-half of the purchase amount, or in cash for one-third of the purchase amount, within thirty days of the date of the receipt by him of the notification of the Governor's acceptance of his offer.

He shall also deposit on the day of sale a sum to be fixed by the Government Agent as security for the payment of the cost of all repairs to the ferry boats.

He will also be required to deposit money to pay the fees of the Crown Proctor for examining and giving his opinion on the title deeds of properties tendered by him as security, and for examining and settling the security bond, and the fees charged by the Crown Proctor for examining documents and drawing the security bond, the expenses of appraising the properties, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security.

Further information can be obtained on application to the Government Agent, Jaffna.

Rents for which satisfactory tenders are not received will be put up to auction after the opening of the tenders on the same day for which tenders are called.

The Kachcheri,
Jaffna, June 9, 1927.

D. C. R. GUNAWARDANA,
for Government Agent.

Resale of Mannar Ferry Toll Rent.

NOTICE is hereby given that on Thursday, June 23, 1927, at 12 noon, will be put up for resale at the Mannar Kachcheri, at the risk of the original purchaser, for the period mentioned below, the under-mentioned toll rent of the Northern Province, the original purchaser of which may have failed to pay on or before that date the instalments for the months of March, April, and May, 1927, or any part thereof that may be due and owing on that date. The purchaser at the resale should deposit 1/10th of the purchase amount on the day of sale.

If the rent is not disposed of at the resale, action will be taken against the defaulter in terms of the provisions of the Ordinance No. 21 of 1905:—

Period.—From June 24 to September 30, 1927.

Ferry.—Mannar.

The Kachcheri,
Mannar, June 10, 1927.

C. E. JONES,
Assistant Government Agent.

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

Toddy Rents, Kalutara District, 1927-28.

NOTICE is hereby given that the privilege of selling fermented toddy by retail in the 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 Kalutara Kachcheri on Thursday, July 7, 1927, at 11 A.M.

Conditions of sale and other information can be obtained from the Kalutara Kachcheri.

The Kachcheri,
Kalutara, June 10, 1927.

E. T. DYSON,
Assistant Government Agent.

No.	Division.	Locality or Range.
1	Kalutara totamune	Within the village of Kuda Paiyagala
2	Do.	Within the town of Alut-gama

Toddy Rents, Kegalla District, 1927-28.

NOTICE is hereby given that the exclusive privilege of selling fermented toddy from October 1, 1927, to September 30, 1928, in the tavern mentioned in the attached

schedule will be put up for sale by public auction by the Assistant Government Agent, Kegalla, at 10.30 A.M., on July 15, 1927, at the Kegalla Kachcheri.

The Kachcheri,
Kegalla, June 13, 1927.

W. E. HOBDAJ,
Assistant Government Agent.

*Sale at Kegalla Kachcheri on Friday, July 15, 1927,
at 10.30 a.m.*

No.	Name of Tavern.	Division.	Locality or Range.
1	Ussapitiya	Galboda korale	Asmadala, Diwela, Udagama Patte-gama, and Ussapitiya
2	Ambalanpitiya	Three Korales	Ambalanpitiya and Godagampola
3	Pelenpitiya	Three Korales	Pelenpitiya
4	Debatgama	Paranakuru korale	Debatgama Uda-bage
5	Deyanwela	Do.	Deyanwela
6	Ambalankada	Do.	Ambalankada

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, May 11, 1927, at 3 p.m.

The Council met this day at 3 P.M., pursuant to notice, dated May 4, 1927.

Present :—Mr. H. E. Newnham, C.C.S., Chairman; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Dr. E. V. Ratnam; Mr. R. L. Pereira; the Hon. Mr. C. H. Z. Fernando, M.L.C.; Dr. E. A. Coorey; Mr. G. W. Dodds; Mr. T. G. Jayewardene, V.D., J.P.; Mr. N. R. Blande; Mr. A. H. G. Dawson; Mr. T. R. Mitchell; Lt-Col. C. D. Myles, O.B.E., M.B., R.A.M.C.; Mr. M. L. M. Reyal; Dr. S. Muttiah; Mr. S. W. R. Dias Bandaranaike; and Mr. H. L. Grocock.

1. The Minutes of the General Meeting of April 6, 1927, having been previously printed and copies thereof having been sent to each Members of Council, were taken as read.

Resolved that the Minutes of the General Meeting of April 6, 1927, be confirmed.

2. Pursuant to notice, Mr. M. L. M. Reyal asked the Chairman the following questions :—(1) Was a petition received by the Chairman making certain allegations against Inspector Nicholas of the Ma'ampitiya Treatment Works? (2) Was this inquired into? (3) If not why not?

The Chairman replied as follows :—During this year 5 anonymous petitions making allegations against this officer were received and were inquired into.

3. Pursuant to notice, Dr. S. Muttiah asked the Chairman the following questions :—(1) Will the Chairman be pleased to state whether the City Football League has accepted the terms offered by this Council for levelling one of the football grounds on the reclaimed area adjoining the Slave Island Police Barracks? (2) If so, will the Chairman take immediate steps to level and prepare this ground for use?

The Chairman replied as follows :—(1) Yes, at a meeting on February 23. (2) Orders to prepare to begin the work were given on February 24. Detailed estimates have been prepared for the approval of Council, but in anticipation of this approval the work is being begun this week, other work having precluded an earlier start.

4. Pursuant to notice, Mr. T. G. Jayewardene asked the Chairman the following questions :—Will the Chairman be pleased to state :—(a) Why he has allowed premises Nos. 4 to 46 in Vincent street, (Hulftsdorp) owned by Government and consisting of 72 tenements and 6 boutiques which were reported by the Medical Officer of Health in 1924 as being "one of the very worst slum properties in the whole of Colombo," where in 1923 the infant mortality was 666 per 1,000, to remain in such a condition all these years as to warrant the Medical Officer of Health to remark in March this year that "no private property in the town will be permitted to be in such a state for more than 48 hours," and also the Municipal Engineer to say that "Government ought to be prosecuted. It is an absolute disgrace?" (b) Why has this matter not been brought to the notice of Members of this Council yet? (c) Why, in 1925 when the Medical Officer of Health reported that "the premises were in an extremely filthy condition. Drains and passages choked with filth, and abused with human excrement. Latrines almost unapproachable," and again in March this year, when it was reported by the Medical Officer of Health that "the property was in a deplorable condition, and the buckets in the children's latrines were all broken," Municipal coolies paid from Municipal funds were employed to clean up the place, when other owners of tenement property receive no such consideration from this Council? (d) Why was authority of this Council not obtained to incur this extraordinary expenditure?

The Chairman replied as follows :—(a) The condition in which these properties have remained has not been due to any allowance by the Chairman tho is advised that no prosecution of the kind suggested would lie against the Crown. Legal action being thus impossible the Chairman brought the matter as vividly as possible by correspondence and interviews to the notice of the various officers of the Crown concerned. On February 26, 1925, and February 18, 1926, two successive Colonial Secretaries and on September 9, 1926, the Deputy Director of Public Works were good enough personally to inspect the property with the Chairman. The position is that the Crown came into possession of these properties by reason of a 1914-1915 arrears rent default. They are in a deplorable condition, but cannot be demolished without dehousing some 250 persons who have nowhere else to live. Requests to Government to put the premises into a sanitary condition resulted in a vote of Rs. 800 in November, 1925, for the maintenance, &c., of the premises. Meanwhile a plan of them was made indicating the improvements which a private owner would be compelled by law to effect. This was sent to Government on November 28, 1925, and it is understood that the cost has been ascertained and that the Finance Committee of the Legislative Council is being asked to sanction the vote. (b) The matter was mentioned in the Chairman's Administration Report for 1924 and statistics and a photograph of the property were published in the press in February, 1925. (c) The Municipal Cleansing Gang was formed in 1908, with the object of speedily cleaning up premises which are in such a condition that it is unsafe to await the usual procedure of enforcing action by the owners. 4,730 premises, nearly all of them private premises, were so cleansed in 1926. (e) The work was part of the routine work of the gang and the specific authority of the Council was therefore not necessary.

5. The following motions stood in the name of Mr. M. L. M. Reyal :—(1) As the present procedure adopted by the Municipal Council with regard to the reconveyance of properties vested in the Municipal Council on purchase for the non-payment of assessment rates is burdensome, I move that the question be investigated by the Law Committee and a less expensive procedure laid down and, if necessary, the Ordinance be amended. (2) I further move that the Chairman be pleased to direct the suspension of the outright sale of properties for arrears of rates until the Law Committee has reported.

With the permission of Council, Mr. M. L. M. Reyal withdrew his motions in view of the explanation of the Chairman.

6. The following motion stood in the name of Mr. S. W. R. Dias Bandaranaike :—That in view of the urgent necessity for widening the Maradana road, this Council do authorize the expenditure of a sum of Rs. 150,000 at which the widening of the road at Borella Junction has been estimated as a beginning towards the widening of the whole road.

With the permission of Council, Mr. S. W. R. Dias Bandaranaike amended his motion by the addition of the words : "the Four Standing Committees regarding the allocation of the surplus to consider" after the word "authorize." Dr. E. A. Coorey seconded.—Carried.

The Hon. Mr. N. H. M. Abdul Cader moved that the Council do go into Committee to consider items Nos. 7 to 12 (inclusive) on the Agenda. Dr. E. V. Ratnam seconded.—Carried.

The following extracts from the Minutes of the Standing and the Special Committees named were then laid before the Council in Committee :—

Extracts from the Minutes of the Standing Committee on Sanitation and Markets of April 25, 1927.

(2) With regard to the selection of a site for the erection of a public lavatory in Temple road, Maradana, to consider a memorandum of the Chairman, dated March 26, 1927, inquiring whether the Committees will vote Rs. 12,000 instead of Rs. 3,000 for the site.—Recommended that matter be dropped and that the vote of Rs. 11,000 for acquisition and erection be cancelled.

(4) To select from the applicants and submit to the Council the names of three candidates for the post of Assistant Medical Officer of Health (Child Welfare), indicating if the Committee thinks fit, the candidate whom they recommend Council to appoint.

Resolved that the following names be submitted to Council :—(1) Dr. (Mrs.) Myrie Barclay, M.B. (Calcutta), and B.Sc. (Bristol); (2) Dr. Miss Gladys A. MacIntyre, L.M.S. (Singapore); (3) Dr. (Mrs.) Kathleen Long, M.B., Ch.B. (Glasgow) with the recommendation that Dr. Mrs. Myrie Barclay be appointed.

Resolutions.

With regard to item No. 2, it was resolved that the matter be considered in connection with the recommendation of item No. 5 of the extracts from the Minutes of the Works and Finance Committees (meeting together) of May 4, 1927.

With regard to item No. 4, it was resolved that the matter be considered in connection with the recommendation of item No. 11 of the extracts from the Minutes of the Finance Committee of May 4, 1927.

Extracts from the Minutes of the Standing Committee on Law and General Subjects of April 30, 1927.

(4) To consider a memorandum of the Municipal Treasurer, dated April 9, 1927, with regard to Municipal Council Leave Minute, suggesting that, in order to bring it into line with the new rule of Government, Municipal Council Leave Rule No. 25 be amended as follows :—

“ 25 (i.) If any office be vacated by the death, removal, or absence on long leave of the holder, the person or persons appointed to perform his duties may receive the half salary of the absent officer or half the initial salary of the vacant post in proportion to the extra work he or they are required to do. The Chairman will decide in what proportions the half-pay is to be paid, provided that no officer can draw more than one-third of his own full salary as remuneration for the extra work he is called upon to perform.

Absence on long leave shall mean absence on leave for a period amounting to or exceeding two months.”

25 (ii.) Be amended by the omission of the word “ available ” which will then read as follows :—

“ 25 (ii.) Should an officer be appointed to act temporarily in a class or grade higher than that to which he belongs, he may draw the half-pay of the class to which he is appointed to act and half his own pay.”

Recommended that in view of the new Government Rule, the Municipal Council Leave Rule 25 be amended as follows :—

“ 25 (i.) If any office be vacated by the death, removal, or absence on long leave of the holder, the person appointed to perform his duties may receive the half salary of the absent officer or half the initial salary of the vacant post in proportion to the extra work he is required to do. The Chairman will decide in what proportions the half-pay is to be paid, provided that no officer can draw more than one-third of his own salary as remuneration for the extra work he is called upon to perform.

Absence on long leave shall mean absence on leave for a period exceeding 60 days.

25 (ii.) Be amended by omission of the word “ available ” which will then read as follows :—

“ 25 (ii.) Should an officer be appointed to act temporarily in a class or grade higher than that to which he belongs, he may draw the half-pay of the class to which he is appointed to act and half his own pay.”

(5) To recommend reconveyance of premises No. 329/21, 2nd Fishers' lane, vested in Council to Oduma Lebbe Marikar Amina Umma of Skinner's road south, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 540.50 has been paid up to and including the 4th quarter (1926).—Recommended.

(6) To consider a report of the Municipal Treasurer, dated March 28, 1927, with regard to premises No. 674/12, Kirillapone, vested in Council, stating that the quondam owner Mr. K. Don Charles Perera, has taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale; (c) that no actual sale take place without further authority of the Council.

(8) To consider a report of the Municipal Treasurer, dated March 31, 1927, with regard to premises No. 926/6A, Chapel lane, vested in Council, stating that the quondam owner has taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council, and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale; (c) that no actual sale take place without further authority of the Council.

(9) To consider a report of the Municipal Treasurer, dated April 5, 1927, with regard to premises No. 24/47D, San Sebastian, vested in Council, stating that the quondam owner has taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright in terms of the resolution of Council, sanction of Council, and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale; (c) that no actual sale take place without further authority of the Council.

(10) To consider a report of the Municipal Treasurer, dated April 2, 1927, with regard to premises No. 388/30, Kanatte road, vested in Council, stating that the quondam owners have taken no action whatever to obtain a retransfer conjointly.

Note.—If the premises are to be sold outright in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C. be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title ; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale ; (c) that no actual sale take place without further authority of the Council.

(11) To consider a report of the Municipal Treasurer, dated April 5, 1927; with regard to premises No. 805/134, Nagalagam street, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title ; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale ; (c) that no actual sale take place without further authority of the Council.

(13) To consider a report of the Municipal Treasurer, dated April 12, 1927, with regard to premises No. 982-983/116, Colpetty road, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owners.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title ; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale ; (c) that no actual sale take place without further authority of the Council.

(14) To consider a report of the Municipal Treasurer, dated April 11, 1927, with regard to premises No. 1047-1049/97-97A, Colpetty road, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owners.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title ; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale ; (c) that no actual sale take place without further authority of the Council.

(15) To consider a report of the Municipal Treasurer, dated April 21, 1927, with regard to premises No. 103/7, Lascorcen street, vested in Council, stating that the quondam owner has taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title ; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale ; (c) that no actual sale take place without further authority of the Council.

(16) To consider a report of the Municipal Treasurer, dated April 14, 1927, with regard to premises No. 692/29, Kirillapone, vested in Council, stating that the quondam owner has taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title ; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale ; (c) that no actual sale take place without further authority of the Council.

(17) To consider a report of the Municipal Treasurer, dated April 25, 1927, with regard to premises No. 400/88, Layard's Broadway, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title ; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale ; (c) that no actual sale take place without further authority of the Council.

(18) To consider a report of the Municipal Treasurer, dated April 26, 1927, with regard to premises No. 389/46, Chekku street, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that sanction of His Excellency the Governor be obtained for the outright sale of this property.

(20) To consider a report of the Municipal Treasurer, dated April 26, 1927, with regard to premises No. 1215/13, Vuistwyke road, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either :—(1) By deed of renunciation, or (2) by omitting the clause warranting the title ; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale ; (c) that no actual sale take place without further authority of the Council.

(21) To consider a report of the Municipal Treasurer, dated April 26, 1927, with regard to premises No. 2416/20, Pickering's road, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either:—(1) By deed of renunciation, or (2) by omitting the clause warranting the title; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale; (c) that no actual sale take place without further authority of the Council.

(22) To consider a report of the Municipal Treasurer, dated April 26, 1927, with regard to premises No. 3098/143, Vine street, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended (a) that the opinion of Mr. E. J. Samarawickrema, K.C., be obtained as to whether it is possible for the Council to effect reconveyances without involving the claimants in the usual legal charges either:—(1) By deed of renunciation, or (2) by omitting the clause warranting the title; (b) that meanwhile the authority of His Excellency the Governor be obtained for outright sale; (c) that no actual sale take place without further authority of the Council.

Resolution.

Resolved that the above recommendations of the Standing Committee be adopted.

Extract from the Minutes of the Special Committee regarding the building of the New Town Hall of May 3, 1927.

(3) To consider a memorandum of the Chairman, dated April 25, 1927, recommending that the tender of Messrs. Walker, Sons & Co., Ltd., of December 30, 1926, for wiring and fitting the New Town Hall for electric lights and fans subject to the substitution of "2,500" for "600" Megohm grade cables in paragraph 11 of the special conditions at an increased cost of Rs. 856, be accepted.—Recommended.

(4) To consider an application from Messrs. Booty and Edwards for the payment to them of Rs. 1,673·32 on account of commission due for architectural services in connection with the building of the New Town Hall.—Recommended.

(6) To consider the report of the Sub-Committee on causes of delay and cost of the work.—Recommended that the report (please see annexure A attached at the end of the Minutes), be adopted.

(7) To consider a letter, dated April 29, 1927, from the Architects forwarding a revised estimate of Rs. 13,922 from the Supervising Engineer and Clerk of works for Public Hall.—Recommended that items 1, 2, 3, and 5 in the estimate of April 28, 1927, be approved and that Rs. 3,381 be voted.

Resolution.

Resolved that the above recommendations of the Special Committee be adopted.

Extract from the Minutes of the Special Committee regarding the building of the New Town Hall of May 5, 1927.

(1) To consider the Architect's proposal of March 30, 1927, for settling the contract with Messrs. J. C. Gammon, Ltd.—Recommended (1) that the contractors be informed that their contract will be considered to have been completed when they comply with the following requirements:—(a) Repair the parapet wall to the satisfaction of the Architect; (b) refund the cost of defective lime plaster in Council Chamber ceiling, the cost of mephalting roof and the cost of repairing entablature, &c.; (2) that provided the above requirement are complied with, the 6 months under clause 30 of the agreement be calculated from January 1, 1927, on the Architect giving a completion certificate as from that date in regard to the work other than the mephalting; (3) that the Rs. 5,444·55 be voted being the extra required for covering with malthoid all flats and cornice gutter at Rs. 40 a square.

Resolution.

Resolved that the above recommendation of the Special Committee be adopted.

Extract from the Minutes of the Standing Committee on Municipal Works of May 4, 1927.

(2) To consider:—(a) An application requesting that street lines be laid in Alwis Avenue, Castle street east.—(a) Considered.—(b) A report of the Municipal Engineer, dated April 28, 1927, forwarding plan No. 695, signed by Mr. N. M. Ingram, Municipal Engineer, dated November 25, 1926, showing suggested street lines. If the suggestion is approved, it may be declared a minor street and allowed as 30 feet wide, under section 18(4) of Ordinance No. 19 of 1915.—(b) Recommended.

Resolution.

Resolved that the above recommendation of the Standing Committee be adopted.

Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (Meeting together) of May 4, 1927.

(2) To consider:—(a) The recommendation that the vacancy caused by the appointment of Mr. J. A. V. Rodrigo as a Grade II. Engineer be filled by the creation of a Grade II. post instead of the present Grade III. post; (b) The resolution of Council on February 9, 1927, that the matter be referred back to the Works and Finance Committees for reconsideration in connection with the application of Mr. O. T. F. Senaratne and other applicants who had not the qualifications laid down; (c) A memorandum thereon of the Chairman, dated April 27, 1927.—Recommended:—(a) That the new Grade I. appointment be cancelled; (b) That 3 more Grade II. appointments be created; (c) That the following be appointed to the 3 posts in Grade II.; (1) Mr. O. T. F. Senaratne, A.M.I.M. and C.E.; (2) Mr. C. E. M. Herft, A.M.I.C.E. (3) Mr. C. M. Jennings, A.M.I.C.E.; (d) That the 2 Grade III. vacancies caused by the appointment of Messrs. J. A. V. Rodrigo and O. T. F. Senaratne be cancelled.

5. With regard to the question of selecting a site for the erection of a public lavatory in Temple road, Maradana, to consider a memorandum of the Chairman, dated March 26, 1927, inquiring whether the Committees will vote Rs. 12,000 instead of Rs. 3,000 for the site.—Recommended that the matter be dropped and that the balance of the vote of Rs. 11,000 namely, Rs. 8,954·01 for acquisition and erection be cancelled.

(6) To consider:—(a) The quotations received (through the Council's Agents) for the supply of 192 Rotary brushes for street sweeping machines.—(a) Considered; (b) The recommendation of the Municipal Engineer that the quotation of Messrs. Singleton, Flint & Co., Ltd., at a cost of £168 11s. 0d., c.i.f., Colombo, be accepted.

Note.—The cost will be charged to Advance Account, Purchase of Stores, and debited to sanctioned votes in due course.—(b) Recommended.

(7) To recommend the sanction of Council for the purchase, through the Council's Agents, for trial purposes, Torbay paint at a cost of £70 2s. 2d. for the Municipal Engineer's Department.—Recommended.

(8) To consider detailed estimates, as follows, from the Municipal Engineer:—

	Rs.
1. Additional rooms for coolies, slaughter-house	1,550
<i>Improvements to Cattle Mart and Slaughter-house.</i>	
2. Double split iron fence at Quarantine station	800
3. Raising boundary wall at slaughter-house	3,500
4. Blood platform at slaughter-house	50
5. Crow-proofing of condemned carcass room slaughter-house	325
6. Water service, Borella Segregation Camp	2,500
7. Gas lighting, Superintendent's bungalow, slaughter-house	450
8. Crow-proofing cattle sheds, slaughter-house	2,500
	10,125

Note.—Funds are available under votes I.-79 and I.-81 respectively.—Recommended that the estimates be approved.

(10) To recommend the cancellation of the vote of Rs. 1,800 sanctioned by Council on March 9, 1927, for payment of compensation for putting back the buildings at No. 1-3, Zaleski place, Maradana, beyond the street lines, as the road is not a public road and the Council has no obligation to acquire.—Recommended that the vote be cancelled.

(11) To consider an application from the Municipal Engineer for supplemental provision of Rs. 9,508, under vote I.-65 of 1925, new road to Maligawatta.—Recommended.

(12) To consider the recommendation of the Municipal Engineer that the tender of Mr. C. L. M. Sheriff, of No. 26, Norris road, Pettah, amounting to Rs. 1,345 be accepted for the aided drainage of premises No. 128, Layard's Broadway.—Recommended.

(13) To consider a report of the Municipal Engineer, dated April 26, 1927, stating that, through an oversight, all the three apprentices sanctioned by Council were appointed to his department and a memorandum thereon of the Chairman.—Recommended that the apprentices remain in the Municipal Engineer's Department, and that a report be called for from the Municipal Engineer on their work after the first year.

(15) To consider:—(a) A report of the Municipal Engineer, dated April 27, 1927, with regard to Prince of Wales' Avenue (Old Victoria Bridge road)—new roadway over the Mutwal Railway.—(a) Considered; (b) A memorandum thereon of the Chairman.—(b) Recommended that the road be taken over on the terms and conditions agreed upon by the Municipal Engineer and the Hon. the Director of Public Works.

(16) To consider:—(a) The suggestion of the Commandant, Royal Engineers that a public lavatory be erected near the Empire Theatre as the vicinity is fouled by passers by. A site in Parson's road, marked in red in the sketch attached to papers, will be given free by the military authorities.—(a) Considered; (b) The reports of the Municipal Engineer and the Medical Officer of Health thereon.—(b) Recommended that a public lavatory be erected on the site to be given free of charge by the military authorities and that a sum of Rs. 8,000 be voted for the purpose.

(18) To consider:—(a) The quotations received (through the Council's Agents) for the supply of brass fittings for 1927.—(a) Considered; (b) The recommendation of the Municipal Engineer that the following quotations be accepted:—Sundry items (please see Minute of April 27, 1927), from Messrs. J. W. Carr & Co., Ltd., £29 19s. 6d. f.o.b. Sundry items (please see Minute of April 27, 1927), from Messrs. N. F. Ramsay & Co., £29 9s. 0d., f.o.b., less 2½ per cent. monthly account.

Note.—There was no response locally. The cost will be charged to Advance Account, Purchase of Stores, and debited to sanctioned votes in due course.—(b) Recommended.

(19) To consider:—(a) The quotations received (through the Council's Agents) for the supply of cart plates, &c., for 1928.—(a) Considered; (b) The recommendation of the Municipal Treasurer that the following quotations be accepted:—Messrs. Garnier & Co., for items 1 to 6, £318 0s. 5d.; Messrs. J. Hudson & Co., for item No. 7, £14 8s. 6d.; total £332 8s. 11d.

Note.—The cost will be charged to Vote D-11 "Tin Plates, &c."—(b) Recommended.

(20) To consider a memorandum of the Municipal Treasurer, dated April 11, 1927, forwarding statements showing the actual balances outstanding at December 31, 1926, in the working accounts of the four Municipal Quarries for the year 1926, as follows:—(a) Kalubowila Quarry account shows a debit balance of Rs. 474.70, which is recommended to be transferred to a vote; (b) The following credit balances are recommended to be transferred to Revenue:—(1) Kirillapone Quarry account Rs. 6,054.75; (2) Kirillapone B Quarry account Rs. 4,946.71; (3) Biyagama Quarry account Rs. 349.82; total Rs. 11,351.28.—Recommended (a) and (b).

(21) To consider an application from Messrs. Booty & Edwards for the payment to them of Rs. 1,673.32 on account of commission due for Architectural services in connection with the building of the New Town Hall.—Recommended.

(22) To consider quotations for ambulances sanctioned under Vote G-11 (Fire Brigade and Ambulance Rs. 12,000).—Recommended that the quotation of Messrs. Mann, Little & Co., Ltd., for one Morris-Bonallack Super Ambulance for £468 15s. be accepted.

Resolutions.

With regard to item No. 5, (corresponding to item No. 2 of the extracts from the minutes of the Sanitation Committee of April 25, 1927), it was resolved that the recommendation of the Standing Committees on Municipal Works and Finance be adopted.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Finance of May 4, 1927.

(2) To select from the applicants and submit to the Council the names of three candidates for the post of Shroff, indicating, if the Committee thinks fit, the candidate whom they recommend Council to appoint.

Resolved that the following names be submitted to the Council:—(1) Mr. V. S. Nanayakkara; (2) Mr. B. David Coorey; (3) Mr. W. A. Perera, with the recommendation that Mr. V. S. Nanayakkara be appointed.

(3) To consider a memorandum of the Municipal Treasurer, dated April 9, 1927, with regard to Municipal Council Leave Minute, suggesting that in order to bring it into line with the new rule of Government, Municipal Council Leave Rule No. 25, be amended as follows:—

“ 25 (i.) If any office be vacated by the death, removal, or absence on long leave of the holder, the person or persons appointed to perform his duties may receive the half salary of the absent officer or half the initial salary of the vacant post in proportion to the extra work he or they are required to do. The Chairman will decide in what proportions the half-pay is to be paid, provided that no officer can draw more than one-third of his own full salary as remuneration for the extra work he is called upon to perform. Absence on long leave shall mean absence on leave for a period amounting to or exceeding two months.”

25 (ii.) Be amended by the omission of the word “available” which will then read as follows:—

25 (ii.) Should an officer be appointed to act temporarily in a class or grade higher than that to which he belongs, he may draw the half-pay of the class to which he is appointed to act and half his own pay.—Recommended that the recommendation of item No. 4 of the Minutes of the Law Committee of April 30, 1927, be adopted.

(6) To consider:—(a) An application from certain Clerks and Peons of the Municipal Assessor's Department for the grant to them of suitable extra remuneration for extra work performed by them in connection with the re-writing of assessment notices for the Wellawatta Ward; (b) A report thereon of the Municipal Assessor recommending extra remuneration as follows:—

	Rs. c.
1. Mr. M. A. Mendis, 1st Checking Clerk	77 50
2. Mr. M. A. C. Benjamin, 2nd Checking Clerk	67 50
3. Mr. W. S. Perera, Assessment Book Clerk	32 50
4. Mr. D. W. W. Jayamanne, Assessment Book Clerk	27 50
5. Mr. K. J. L. Perera, Assessment Book Clerk	27 50
6. Mr. A. Panditaratne, Assessment Book Clerk	27 50
7. Mr. P. A. V. de Silva, Assessment Book Clerk	27 50
8. Mr. F. E. J. Fernando, Temporary Clerk	22 50
9. Mr. W. D. Fernando, Temporary Clerk	22 50
10. Mr. A. W. Simons, Temporary Clerk	22 50
11. Mr. V. Murugesu, Temporary Clerk	20 0
	375 0
12. W. Charles, Peon	6 8
13. C. D. Porolis, Peon	2 56
14. Manikkam, Office cooly	6 48
	15 12
	390 12

(a) and (b) considered; (c) A memorandum thereon of the Chairman inquiring whether the clerks should be paid, as a bonus, $\frac{1}{2}$ month's salary each, *i.e.*, Rs. 375 in all, or usual overtime rate Rs. 117.49 in all. The two peons and cooly may be paid a sum of Rs. 15.12.—(c) Recommended that the officers concerned be paid $\frac{1}{2}$ month's salary, including the Peons and the Office cooly.

(7) To select from the applicants and to submit to the Council the names of candidates for the three permanent posts of Assessing Inspectors indicating, if the Committee thinks fit, the candidates whom they recommended Council to appoint.

Resolved that the following names be submitted to the Council:—(1) Mr. J. R. A. Rodrigo; (2) Mr. Chas. E. Anthonisz; (3) Mr. E. A. Anthonisz, with the recommendation that they be appointed to the three vacancies.

(9) To consider a memorandum of the Secretary, Municipal Council, stating that consequent on the shifting of the Printing Office to the New Town Hall premises, a watcher and a bicycle orderly should be appointed, temporarily, the watcher on one rupee per day and the bicycle orderly at Rs. 25 per month, the orderly providing his own bicycle.

Note.—Supplemental provision of Rs. 450 is necessary to meet the expenses for about 8 months.—Recommended that supplemental provision of Rs. 450 be passed.

(11) To select from the applicants and submit to the Council the names of three candidates for the post of Assistant Medical Officer of Health (Child Welfare) indicating, if the Committee thinks fit, the candidate whom they recommend Council to appoint.

Resolved that the following names be submitted to the Council:—(1) Dr. (Mrs.) Myrie Barclay M.B., (Calcutta), and B. Sc., (Bristol); (2) Dr. (Miss) Gladys A. Mac. Intyre, L.M.S., (Singapore); (3) Dr. (Mrs.) Kathleen Long, M.B., Ch. B., (Glasgow) with the recommendation that Dr. (Mrs.) Myrie Barclay, be appointed, on condition that she passes a test in Sinhalese and Tamil before the expiration of 12 months service.

(12) To consider the recommendation of the Acting Medical Officer of Health that Mr. R. C. Mackellar, Relief Inspector, be promoted to the grade of Inspector as from May 1, 1927, to succeed Mr. M. E. Akbar, who was appointed to the post of Scavenging Inspector.—Recommended, on condition that he passes the examination laid down in the Salaries Scheme within 12 months, otherwise he will revert to his present post.

(15) To consider a report of the Municipal Veterinary Surgeon, dated April 29, 1927, on a claim for Rs. 70 being compensation for a bull that was shot owing to an accident sustained at the Borella Segregation Camp and recommending that the owner of the animal be paid Rs. 65, which was the value appraised by Mr. Stephen Seneviratne.—Recommended that a sum of Rs. 65 be paid.

(16) To consider: (a) An application from Mr. H. A. Casiechetty, Overseer, Public Health Department, for an advance of Rs. 150 in order to enable him to purchase a bicycle for official duties.—(a) Considered; (b) The recommendation of the Municipal Treasurer that the advance be granted to be repaid in 12 equal monthly instalments, together with interest at 5 per cent. a year on the balance outstanding from time to time.—(b) Recommended.

(17) To consider: (a) An application from Mr. R. C. Thiedeman, Foreman, (Drainage), Municipal Engineer's Department, for an advance of Rs. 690 in order to enable him to purchase a motor cycle for official duties.—(a) Considered; (b) The recommendation of the Municipal Treasurer that the advance be granted on the usual terms, *viz.*, that the amount be repaid in 12 equal monthly instalments, together with interest at 5 per cent. a year on the balance outstanding from time to time.—(b) Recommended.

(18) To consider: (a) An application from Mr. H. F. Senaratne, Drainage Inspector, Municipal Engineer's Department, for an advance of Rs. 600 in order to enable him to purchase a motor cycle for official duties.—(a) Considered.—(b) The recommendation of the Municipal Treasurer that the advance be granted on the usual terms, viz., that the amount be repaid in 12 equal monthly instalments together with interest at 5 per cent. a year on the balance outstanding from time to time.—(b) Recommended.

(19) To consider: (a) An application from M. de Costa, Bicycle Orderly, Public Health Department, for an advance of Rs. 123 in order to enable him to purchase a bicycle for official duties. (a) Considered; (b) The recommendation of the Municipal Treasurer that the advance be granted on the usual terms, viz., that the amount be repaid in 12 equal monthly instalments together with interest at 5 per cent. a year on the balance outstanding from time to time.—(b) Recommended.

(20) To consider: (a) An application from W. D. Boteju, Bicycle Orderly, Public Health Department, for an advance of Rs. 78 in order to enable him to purchase a bicycle for official duties.—(a) Considered; (b) The recommendation of the Municipal Treasurer that the advance be granted on the usual terms, viz., that the amount be repaid in 12 equal monthly instalments together with interest at 5 per cent. a year on the balance outstanding from time to time.—(b) Recommended.

(21) To recommend reconveyance of premises No. 329/21, 2nd Fishers' lane, vested in Council, to Uduma Lebbe Marikar Amina Umma of Skinner's road south, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in Council. (A sum of Rs. 540.50 has been paid up to and including the 4th quarter, 1926).—Recommended.

(23) To consider a report of the Municipal Treasurer, dated March 28, 1927, with regard to premises No. 674/12, Kirillapone, vested in Council, stating that the quondam owner, Mr. K. Don Charles Perera, has taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 6 of the minutes of the Law Committee of April 30, 1927, be adopted.

(24) To consider a report of the Municipal Treasurer, dated March 31, 1927, with regard to premises No. 926/6A, Chapel lane, vested in Council, stating that the quondam owner has taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 8 of the minutes of the Law Committee of April 30, 1927, be adopted.

(25) To consider a report of the Municipal Treasurer, dated April 5, 1927, with regard to premises No. 24/47D, San Sebastian, vested in Council, stating that the quondam owner has taken no action whatever to obtain retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 9 of the minutes of the Law Committee of April 30, 1927, be adopted.

(26) To consider a report of the Municipal Treasurer, dated April 2, 1927, with regard to premises No. 388/30, Kanatta road, vested in Council, stating that the quondam owners have taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 10 of the minutes of the Law Committee of April 30, 1927, be adopted.

(27) To consider a report of the Municipal Treasurer, dated April 5, 1920, with regard to premises No. 805/134, Nagalagam street, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 11 of the minutes of the Law Committee of April 30, 1927, be adopted.

(29) To consider a report of the Municipal Treasurer, dated April 12, 1927, with regard to premises No. 982-983/116, Colpetty road, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owners.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 13 of the minutes of the Law Committee of April 30, 1927, be adopted.

(30) To consider a report of the Municipal Treasurer, dated April 11, 1927, with regard to premises No. 1047-1049/97-97A, Colpetty road, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owners.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 14 of the minutes of the Law Committee of April 30, 1927, be adopted.

(31) To consider a report of the Municipal Treasurer, dated April 21, 1927, with regard to premises No. 103/7, Lascroen street, vested in Council, stating that the quondam owner has taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 15 of the minutes of the Law Committee of April 30, 1927, be adopted.

(32) To consider a report of the Municipal Treasurer, dated April 14, 1927, with regard to premises No. 692/29, Kirillapone, vested in Council, stating that the quondam owner has taken no action whatever to obtain a retransfer.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 16 of the minutes of the Law Committee of April 30, 1927, be adopted.

(33) To consider a report of the Municipal Treasurer, dated April 25, 1927, with regard to premises No. 400/88, Layard's Broadway, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 17 of the minutes of the Law Committee of April 30, 1927, be adopted.

(34) To consider a report of the Municipal Treasurer, dated April 26, 1927, with regard to premises No. 389/46, Chekku street, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that sanction of His Excellency the Governor be obtained for the outright sale of this property.

(36) To consider a report of the Municipal Treasurer, dated April 26, 1927, with regard to premises No. 1215/13, Vuistwyke road, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 20 of the minutes of the Law Committee of April 30, 1927, be adopted.

(37) To consider a report of the Municipal Treasurer, dated April 26, 1927, with regard to premises No. 2416/20, Beckering's road, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 21 of the minutes of the Law Committee of April 30, 1927, be adopted.

(38) To consider a report of the Municipal Treasurer, dated April 26, 1927, with regard to premises No. 3098/143, Vine street, vested in Council, stating that no action whatever has been taken to obtain a retransfer by the quondam owner.

Note.—If the premises are to be sold outright, in terms of the resolution of Council, sanction of Council and that of His Excellency the Governor is required.—Recommended that the recommendation of item No. 22 of the minutes of the Law Committee of April 30, 1927, be adopted.

(39) To consider, under the amendment to rule No. 10 (1) of the Municipal Council Leave Minute, an amended application from Dr. L. F. Hirst, City Microbiologist, for 8 months and 3 days leave out of the Island, commencing from March 30, 1927, as follows:—Vacation leave, 4 months 3 days; commuted half-pay leave, 4 months; total, 8 months 3 days.

Note.—The Council on February 9, 1927, sanctioned 7 months leave.—Recommended.

(40) To consider, under the amendment to rule No. 10 (1) of the Municipal Council Leave Minute, an amended application from Mr. J. M. Blizard, Drainage Engineer, for 7 months leave out of the Island as follows:—Vacation leave, 4½ months; 5 months half-pay leave commuted to 2½ months full pay, 2½ months; total, 7 months.—Recommended.

(41) To recommend, under section 6 of the Municipal Council Leave Minute, excess leave of 5 days over 42 days granted to Mr. A. M. Fernando, Superintendent, Cattle Mart and Quarantine Station, owing to ill-health.—Recommended.

(42) To consider a report of the Municipal Treasurer, dated April 5, 1927, recommending that arrears of rates amounting to Rs. 103·39, as per list attached to his report, be written off (9 cases, 6 on grounds of poverty and the other 3 irrecoverable).—Recommended.

Resolutions.

With regard to item No. 2, Mr. T. G. Jayewardene moved that Mr. B. David Cooray be appointed. Dr. S. Muttiah seconded.

Mr. S. W. R. Dias Bandaranaike moved, as an amendment, that the recommendation of the Standing Committee be adopted. Dr. E. V. Ratnam seconded.

The Hon. Mr. C. H. Z. Fernando supported the motion.

The amendment was put to the meeting and carried.

The Hon. Mr. C. H. Z. Fernando called for a division and the Council divided as follows:—*Ayes*: (1) The Chairman, (2) Dr. E. V. Ratnam, (3) Mr. G. W. Dodds, (4) Mr. A. H. G. Dawson, (5) Mr. T. R. Mitchell, (6) Lt.-Col. C. D. Myles, (7) Mr. S. W. R. Dias Bandaranaike, (8) Mr. H. L. Grocock. *Noes*: (1) The Hon. Mr. C. H. Z. Fernando, (2) Dr. E. A. Coorey, (3) Mr. T. G. Jayewardene, (4) Mr. N. R. Blande, (5) Mr. M. L. M. Reyal, (6) Dr. S. Muttiah.

The Hon. Mr. N. H. M. Abdul Cader declined to vote, and Mr. R. L. Pereira came later.

With regard to item No. 11 (corresponding to item No. 4 of the extracts from the minutes of the Standing Committee on Sanitation and Markets of April 25, 1927), Dr. E. A. Coorey moved that Dr. (Miss) Thangam Canagasabay, L.R.C.P. & S. (Edinburgh), L.F.P. & S. (Glasgow), be appointed. Mr. S. W. R. Dias Bandaranaike seconded.

Dr. E. V. Ratnam spoke to the motion.

The Hon. Mr. C. H. Z. Fernando suggested that the recommendation of the Standing Committee on Finance be adopted.

Mr. H. L. Grocock spoke to the motion.

The Chairman explained the reasons which prompted the Standing Committees to make that recommendation.

The motion was put to the meeting and lost.

Dr. E. A. Coorey called for a division, and the Council divided as follows:—*Ayes*: (1) The Hon. Mr. N. H. M. Abdul Cader, (2) Dr. E. V. Ratnam, (3) Mr. R. L. Pereira, (4) Dr. E. A. Coorey, (5) Mr. M. L. M. Reyal, (6) Mr. S. W. R. Dias Bandaranaike. *Noes*: (1) The Chairman, (2) the Hon. Mr. C. H. Z. Fernando, (3) Mr. G. W. Dodds, (4) Mr. T. G. Jayewardene, (5) Mr. N. R. Blande, (6) Mr. A. H. G. Dawson, (7) Mr. T. R. Mitchell, (8) Lt.-Col. C. D. Myles, (9) Dr. S. Muttiah, (10) Mr. H. L. Grocock.

The Chairman moved that the recommendation of the Standing Committee on Finance be adopted. The Hon. Mr. C. H. Z. Fernando seconded.—Carried.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

The Chairman moved that the Council do resume and that the resolutions of Council in Committee, as amended, be adopted. The Hon. Mr. C. H. Z. Fernando seconded.—Carried.

The Chairman formally moved in Council that the resolutions of Council in Committee, and the recommendations of the various Committees, subject to any amendments of such recommendations by the Council in Committee be adopted. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

13. The following documents were laid on the table :—

- (1) The quarterly report of the Medical Officer of Health for the 4th quarter of 1926.
- (2) Statements of receipts and disbursements from January 1 to February 28, 1927, and progress reports showing expenditure for February, 1927.
- (3) Weekly statements *re* Plague.
- (4) Attendance Return of Committees of the Municipal Council for 1927.
- (5) C. L. I. Band Programme for May, 1927.
- (6) Return of average daily supply and consumption of water for March, 1927.
- (7) The Municipal Engineer's report for March and April, 1927, on the condition of tramway routes.
- (8) Diaries of the following officers for the month of April, 1927, with a statement of outdoor work done :—
 - Municipal Engineer's Department* :—The Municipal Engineer; the Works Engineer; the Assistant Drainage Engineer; the Engineer, Roads; the Engineer, Buildings; the Engineer, Sanitation; the Engineer, Mechanical; the Engineer, House Drainage; Maintenance Inspectors (four); and the Chief Playground Instructor. The Drainage Engineer is on leave.
 - Waterworks Department* :—The Waterworks Engineer, the Chief Assistant Waterworks Engineer, and the Assistant Engineer.
 - Public Health Department* :—The Acting Medical Officer of Health, 1st Assistant to the Medical Officer of Health, 2nd Assistant to the Medical Officer of Health, and the Acting City Microbiologist.
 - Veterinary Department* :—Veterinary Surgeon and Veterinary Inspectors (four).
 - Municipal Treasurer's Department* :—The Municipal Treasurer, the Assistant Municipal Treasurer, and Revenue Inspectors (twelve).
 - Municipal Assessor's Department* :—The Municipal Assessor and the Assistant Municipal Assessor.
- (9) Monthly report of work done by the following officers for :—
 - (a) The month of March, 1927 :—
 - The Works Engineer; the Acting Drainage Engineer; the Engineer, Mechanical; the Engineer, Roads; the Engineer, Buildings; and the Engineer, Sanitation.
 - (b) The month of April, 1927 :—
 - The City Analyst and the Acting City Microbiologist.

Confirmed on June 8, 1927 :

H. E. NEWNHAM,
Chairman, Municipal Council, and Mayor of Colombo.

H. E. NEWNHAM,
Chairman, Municipal Council, and Mayor of Colombo.

ANNEXURE A.

Report of the Sub-Committee of the New Town Hall Committee.

1. The Architect on September 9, 1926, addressed a letter to the Chairman inviting attention to the delay and faulty organization in the execution of the work being carried out departmentally. This letter and the comments of the Supervising Engineer thereon were considered by the Committee on September 23 and 28, and a Sub-Committee consisting of Messrs. G. W. Dodds and T. G. Jayewardene, with the Chairman, was appointed to ascertain the cause of the delay in the work, the cost of the departmental work and the means of expediting its completion. The Municipal Treasurer was also requested to assist.
2. The Sub-Committee met on October 14 and examined the Supervising Engineer, his Clerk, Timekeeper, and Head Overseer as well as the actual work and the books and documents of account, check rolls, &c. Besides the questions of delay and faulty organization, the Sub-Committee also investigated the system of accounting and the distribution and payment of labour. A record was taken of the evidence given.
3. At the Second Meeting on October 21, certain conclusions were placed on record and were conveyed to the Supervising Engineer with instructions as to action he should take. He was also requested to prepare a statement as at November 1, 1926, of all the work remaining to be done as ascertained by actual measurements, and to submit a fresh estimate, based on actual experience of what that work should actually cost. This statement was prepared by November 30. At this meeting Mr. S. D. Meadows of Messrs. Booty and Edwards was consulted regarding the delay in the work.
4. On December 20, the Committee considered the statement of work still to be done and examined the manner in which the Supervising Engineer had carried out the instructions of the Committee. It was found necessary to reiterate and supplement these instructions and he was requested to report :—
 - (a) His expenditure every month under each head of his estimate of November 30 for the remaining work.
 - (b) What economies could be effected.
 - (c) What system he had adopted for receiving and issuing stores.
5. The monthly statements of expenditure was found on receipt to be inaccurate and confusing and had to be returned for amendment. He reported that no further economies could be effected and explained his system of receiving and issuing stores.
6. The Committee met on April 8, 1927, and recorded the following findings :—
 - (a) *Method of Construction*.—The method adopted by the Council for the construction of the superstructure of the New Town Hall whereby a portion was carried out by contractors and a portion departmentally by the Supervising Engineer was a method which obviously involved difficulties in execution.

- (b) *Staff.*—The Supervising Engineer does not appear to have had the experience necessary to undertake a work of this magnitude. The Sub-Committee found, on examining him, his records and work, that he had not adopted an adequate system of supervision and was not sufficiently familiar with such system as was in force. He had left too much in the hands of his Clerk and other sub-ordinates. The staff employed by the Supervising Engineer for supervision of the work was inadequate. There were one Head Overseer, six Sub-Overseers, a Timekeeper, and one Clerk. The previous experience of the Head Overseer was insufficient for the responsible duties on which he was employed on the New Town Hall.
- (c) *Organization of Labour.*—The system adopted for checking the labour employed was faulty. The Head Overseer and Sub-Overseers kept no pocket check rolls and no distribution rolls. These were kept by the Timekeeper. The Supervising Engineer never initialled the latter, but occasionally initialled the check rolls. The Sub-Committee found the distribution rolls in arrears for a week. The Supervising Engineer was instructed to see that the Head Overseer kept a pocket check roll and made up the distribution roll daily therefrom, so as to show the actual cost of each item. The Timekeeper ought to act as a check on the Overseers, and should keep the check rolls on which payment was made. This is now being done.
- (d) *Rating of Labour.*—The Sub-Committee found that all labour was not rated on engagement. Directions were given that this should be done.
- (e) *Recording of Expenditure.*—The accounts kept by the Supervising Engineer were inadequate, and it was impossible to ascertain the actual cost up-to-date of the various items appearing in the original detailed estimate. Figures for past expenditure under the various heads can only be regarded as approximate. Instructions were given as to the future recording of expenditure. The statements thereafter submitted were open to criticism, and are to be further amended.
- (f) *Delay.*—The Sub-Committee consider that the progress of the work has been delayed by the method of construction adopted by the Council; the lack of proper organization already indicated, and also by a lack of foresight both in obtaining decisions and in ordering materials. This delay is now irretrievable, but it is hoped that the progress as a result of the stimulus by the Sub-Committee will be more satisfactory in future.
- (g) *Quality of the Work.*—The Sub-Committee found no reason to complain of the quality of any of the work carried out departmentally by the Supervising Engineer.

7. The Committee requested the Treasurer to prepare a statement showing the financial position. It is as follows as at February 28, 1927 :—

(1) <i>Total Estimated Cost—</i>		Rs.	c.
(a) Amount of original estimate sanctioned by the Council ..		1,084,596	0
(b) Items not provided for in original estimate and sanctioned since :—			
		Rs.	c.
White cement plaster .. .. .	..	20,000	0
R. C. window frames .. .. .	..	17,500	0
20 per cent. increase in wages .. .. .	..	20,000	0
		57,500	0
(c) Estimated cost of administration charges to November, 1927 ..		66,290	59
		1,208,386	59
(2) <i>Estimated Cost of Work to be carried out as at March 1, 1927—</i>			
(a) Estimated by Supervising Engineer .. .. .	..	54,649	77
(b) Estimated by Architect .. .. .	..	133,781	14
(c) Items for which detailed estimates have not yet been prepared taken at difference between amounts sanctioned (including supplemental provision) and estimated amounts (a) and (b) above, plus cost of work carried out to February 28, 1927 .. .. .	..	29,647	70
(d) Administration charges .. .. .	..	13,000	0
		231,078	61
(3) <i>Cost of Superstructure to February 28, 1927—</i>			
(a) Reinforced concrete contract (Gammon & Co.) .. .. .	..	397,624	10
(b) Direct labour .. .. .	..	525,747	45
(c) Cost of items for which detailed estimates have not yet been prepared .. .. .	..	645	84
(d) Administration charges .. .. .	..	53,290	59
		977,307	98
(4) <i>Supplemental Provision required to be met from Revenue—</i>			
(a) Estimated cost of work still to be carried out (see statement (2) above) .. .. .	..	231,078	61
		Rs.	c.
(b) Balance of cash in hand from sale of Sinking Fund Investments ..	..	137,130	44
Add estimated interest to be received .. .. .	..	2,500	0
		139,630	44
		91,448	17

Supplemental provision necessary, say Rs. 95,000.

The Council should be requested to vote the Rs. 95,000 necessary, of which Rs. 57,500 was for sanctioned extras.

H. E. NEWNHAM (Chairman).
G. W. DODDS.
T. G. JAYAWARDENE.

Colombo, May 3, 1927.

Balance Sheet, March 31, 1927.

LIABILITIES.				ASSETS.					
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.		
1. Loans outstanding :—					1. Capital expenditure :—				
(a) Government of Ceylon, duplication of 30-inch water main, &c. ..	3,000,000	0			(a) Duplication of 30-inch water main, and filtration works ..	3,473,509	53		
Less redemption of loan ..	168,050	71			(b) Colombo Drainage Works :—				
			2,831,949	29	(1) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12		
(b) Government of Ceylon, Colombo Drainage Works ..	11,072,980	0			(2) Extensions of sewers and underground drains and other improvements *carried out by Municipality since 1922 ..	784,177	64		
Less redemption of loan ..	620,274	9			(3) Public lavatories and house connections ..	681,743	56		
			10,452,705	91	(c) Raising of Labugama reservoir dam ..	319,293	76		
2. Grant in aid :—					(d) Town Hall at Victoria park ..	1,186,087	97		
Government of Ceylon, Colombo Drainage Works ..	—		7,100,000	0	(e) Child Welfare Centre :—				
3. Sinking Fund Suspense Account :—					(1) Land ..	52,500	0		
(a) Waterworks loan ..	168,050	71			(2) Buildings ..	10,000	0		
(b) Colombo Drainage Works loan ..	620,274	9					24,337,876	58	
			788,324	80	2. Amounts advanced to Municipal Council officials for purchase of vehicles ..	—		2,016	89
4. Permanent works executed out of revenue :—					3. Advance accounts :—				
(a) Waterworks ..	473,509	53			(a) Miscellaneous ..	32,243	58		
(b) Colombo Drainage Works (extensions to scheme) ..	630,509	18			(b) Municipal quarries ..	2,311	94		
(c) Town Hall at Victoria Park ..	18,664	38			(c) Works pending recovery ..	801	98		
			1,122,683	9	(d) Making articles for stock ..	447	93		
5. Amount received on realization of sinking funds and interest thereon ..	—		2,104,473	93			35,805	43	
6. Insurance Fund and interest thereon ..	—		2,279	93	4. Expenditure on laying water mains in private streets ..	110,438	63		
7. Child Welfare Centre :—					Less recoveries from land-owners ..	67,215	16		
(a) Contribution from War Memorial Fund and interest ..	92,236	81					43,223	47	
(b) Revenue Contributions ..	52,500	0			5. Expenditure on aided house drainage ..	141,214	89		
			144,736	81	Less recoveries from owners ..	47,391	75		
8. Pettah Library Bequest and interest thereon ..	—		4,866	87			93,823	14	
9. Deposits :—					6. Stores on hand :—				
(a) Pending execution of works ..	60,002	25			(a) General ..	668,127	44		
(b) Miscellaneous ..	151,107	12			(b) Waterworks ..	277,839	74		
			211,109	37			945,967	18	
10. Securities :—					7. Investments Account :—				
(a) Tenders ..	1,200	0			Ceylon Government 4 per cent. inscribed stock ..	930	0		
(b) Contractors ..	65,270	0			Indian Government five-year 6 per cent. bonds ..	40,000	0		
(c) Water supply to shipping ..	35,000	0			Ceylon Savings Bank ..	7,838	39		
(d) Municipal Council officials ..	30,155	75			Fixed deposit at :—				
(e) Lands ..	19,269	16			Mercantile Bank of India ..	500	0		
(f) Miscellaneous ..	58,874	25			National Bank of India ..	10,000	0		
(g) Upkeep of graves ..	2,565	0			Chartered Bank of India, Australia, and China ..	9,000	0		
(h) Public Library ..	1,239	0			Imperial Bank of India ..	1,899,197	26		
			213,573	16			1,967,465	65	
11. Gratuities to minors held in trust ..	—		3,906	64	8. Cash :—				
12. Suspense account ..	—		653	54	(a) At Imperial Bank of India on current account ..	262,466	0		
13. Receipts in advance ..	—		3,579	10	(b) In hand :—				
14. Sundry creditors ..	—		0	80	(1) With shroff, Municipal Council ..	1,350	0		
15. Excess of assets over liabilities :—					(2) With Municipal Council officials ..	285	0		
(a) Brought forward from 1926 ..	1,995,791	43			(3) With Medical Officer, Infectious Diseases Hospital ..	101	50		
(b) Excess of revenue over expenditure up to March 31, 1927, as per summary of revenue and expenditure ..	709,746	17					264,202	50	
			2,705,537	60	Total ..	—		27,690,380	84
Total ..	—		27,690,380	84	Total ..	—		27,690,380	84

The Town Hall,
Colombo, May 7, 1927

G. H. N. SAUNDERS,
Municipal Treasurer.

Statement of Receipts and Payments on Current Capital Works.

HEAD OF RECEIPT.	Receipts to December 31, 1926.		Receipts to March 31, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works:—						
(a) Loan funds	3,000,000	0	—	..	3,000,000	0
(b) Revenue contributions	473,509	53	—	..	473,509	53
2. Colombo Drainage Works:—						
(a) Loan funds	11,072,980	0	—	..	11,072,980	0
(b) Grant in aid	7,100,000	0	—	..	7,100,000	0
(c) Revenue contributions	578,504	11	52,005	7	630,509	18
3. Amount received on realization of sinking funds and interest thereon*	2,103,427	52	1,046	41	2,104,473	93
4. Town Hall at Victoria park revenue contributions	11,274	20	7,390	18	18,664	38
Total	24,339,695	36	60,441	66	24,400,137	2

* From this amount will be met: (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid, and revenue contributions; (2) raising of Labugama reservoir dam; (3) construction of Town Hall at Victoria park

HEAD OF PAYMENT.	Estimate.	Payments to December 31, 1926.		Payments to March 31, 1927.		Total.		
		Rs.	c.	Rs.	c.	Rs.	c.	
1. Duplication of 30-inch water main and filtration works	3,473,509	53	3,473,509	53	—	..	3,473,509	53
2. Colombo Drainage Works:—								
(a) Works carried out by Resident Engineer as per modified scheme	17,830,564	12	17,830,564	12	—	..	17,830,564	12
(b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922	784,177	64	735,220	31	48,957	33	784,177	64
(c) Public lavatories and house connections	681,743	56	678,695	82	3,047	74	681,743	56
3. Raising of Labugama reservoir dam	319,293	76	319,293	76	—	..	319,293	76
4. Town Hall at Victoria park	1,375,671	24	1,141,423	81	44,664	16	1,186,087	97
Balance unspent	—	..	—	..	—	..	24,275,376	58
Total	24,464,959	85	24,178,707	35	96,669	23	24,400,137	2

The Town Hall,
Colombo, May 7, 1927.

G. H. N. SAUNDERS,
Municipal Treasurer.

Summary of Revenue and Expenditure from January 1 to March 31, 1927.

HEAD OF REVENUE.	Estimated Revenue for 1927, as per Budget.		Revenue from February 1 to 28, 1927.		Revenue for March, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Taxes	215,250	0	125,724	30	35,916	31	161,640	61
B.—Licences	251,200	0	56,564	0	59,707	50	116,271	50
C.—Judicial fines	95,000	0	14,193	36	9,027	31	23,220	67
D.—Tolls	141,500	0	2,225	95	990	83	3,216	78
E.—Markets	142,400	0	24,444	76	12,273	54	36,718	30
F.—Slaughter-house	60,000	0	12,772	99	6,167	24	18,940	23
G.—Conservancy	11,000	0	1,266	0	1,206	50	2,472	50
H.—Cattle Mart and Quarantine Station	60,500	0	15,295	2	6,048	78	21,343	80
I.—Consolidated rate	3,385,000	0	797,842	76	284,347	91	1,082,190	67
K.—Water	839,000	0	135,702	73	105,214	91	240,917	64
L.—Rents	80,850	0	14,344	70	8,791	95	23,136	65
M.—Miscellaneous	530,568	0	78,411	67	171,798	74	250,210	41
Total	5,812,268	0	1,278,788	24	701,491	52	1,980,279	76

HEAD OF EXPENDITURE.	Estimated Expenditure for 1927, including Supplementary Votes and unspent Balances at December 31, 1926, brought forward.		Expenditure from February 1 to 23, 1927.		Expenditure for March, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Non-effective charges ..	856,513	0	11,676	55	10,154	21	21,830	76
B.—Chairman ..	27,600	0	4,600	0	2,300	0	6,900	0
C.—Secretariat ..	109,264	64	22,813	46	7,315	66	30,129	12
D.—Treasurer's Department ..	296,788	0	45,714	50	20,848	97	66,563	47
E.—Veterinary Department ..	189,250	0	19,403	43	15,992	50	35,395	93
F.—Municipal Court ..	29,967	0	4,717	60	2,576	13	7,293	73
G.—Fire Brigade and Ambulances ..	96,610	0	8,457	68	7,751	57	16,209	25
H.—Public Health Department ..	506,697	0	64,102	74	38,506	13	102,608	87
I.—Engineer's Department ..	4,411,505	16	485,958	68	397,970	6	883,928	74
K.—Waterworks Department ..	521,799	9	45,461	73	24,645	70	70,107	43
L.—Assessing Department ..	109,910	0	15,561	79	7,673	17	23,234	96
M.—Public Library ..	16,595	0	5,166	48	1,164	85	6,331	33
Excess of revenue over expenditure carried to Balance Sheet ..	—	—	—	—	—	—	1,270,533	59
							709,746	17
Total ..	7,172,498	89	733,634	64	536,898	95	1,980,279	76

The Town Hall,
Colombo May 7, 1927.

G. H. N. SAUNDERS,
Municipal Treasurer.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

June 15, 1927.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Date, Place, and Time of Sale : June 27, 1927, at the Municipal Council Store, Suduwella, at 8.30 a.m.

Premises No.	Street.	Quarter and Year.	Property seized.
13	Hospital street	4th quarter, 1926	2 arm chairs (easy)
17	Do.	do.	1 teapoy, 1 teapoy (square), 2 cane chairs, 3 arm chairs, 1 revolving chair, 2 easy chairs with covers, 1 ordinary jak chair, 6 bentwood chairs with covers, 1 settee with cover, 1 oval-shaped table, 1 upholstered settee, 1 rickshaw with two lamps and bell without seat

List of Auctioneer's and Brokers' Licences issued during May, 1927.

Date.	No. of Licence.	Name and Address.
May 7, 1927	89	B. J. S. R. W. Gunawardana, 38, Chatham street, Colombo

List of Brokers' Licences issued during May, 1927.

Date.	No. of Licence.	Name and Address.
May 18, 1927	136	R. S. Wijesinha, 27, Maliban street, Colombo
May 23, 1927	137	S. Hameed, 41, Second Cross street, Colombo
May 24, 1927	138	T. D. Francis Perera, 17, College street, Colombo
May 27, 1927	139	A. R. de Abrew, 34-35, Chatham street, Colombo

Treasurer's Department, Town Hall,
Colombo, June 6, 1927.

G. H. N. SAUNDERS,
Municipal Treasurer.

MUNICIPALITY OF KANDY.

Notice regarding Rabies.

NOTICE is hereby given that in view of the existence of rabies in Kandy, the following regulations will be enforced within the limits of the Kandy Municipality from and after the date hereof until further orders.

By order,

Municipal Office,
Kandy, June 13, 1927.

E. B. PEIRIS,
Acting Secretary.

Regulations framed under Section 9 of the Rabies Ordinance, No. 7 of 1893.

1. Every owner of a dog shall cause such dog to be muzzled or led by a chain, when in any public road or place. The muzzle shall be so constructed as to render it impossible for the dog while wearing the same to bite any person or animal but not so as to prevent the dog from breathing freely or lapping water.

2. A dog shall not be considered effectually controlled unless muzzled as above or led by some competent person by means of a chain and collar, the latter to be securely fastened to the dog's neck.

3. Any dog not effectually controlled found in any public road or place may be (a) destroyed by any person specially authorized thereto by the local authority, or (b) seized by any police officer or any person duly appointed for the purpose by the local authority. If seized, a dog shall be removed to such place as may be appointed, there to be dealt with in the following manner:—

- (i.) If the dog is affected with, or suspected of, rabies, it shall forthwith be slaughtered.

(ii.) If the dog is not affected with, or suspected of, rabies, it shall be detained in any place appointed. Provided that where the dog is registered, and the owner or person having charge of a dog so detained is known, the local authority, or some person duly authorized by him, shall forthwith cause notice to be given to such owner or person of the fact of the dog having been so seized and detained, and the dog shall without prejudice to the recovery of any penalty for the breach of these regulations, be given up to such owner or person on payment of the reasonable expenses of detention.

(iii.) If the dog so seized and detained shall not have been claimed by such owner or person within six hours after the seizure, the local authority shall cause the dog to be slaughtered, or otherwise disposed of in such manner as the local authority may deem expedient.

(iv.) No dog which is not wearing the special badge or token issued by the proper authority under the Dog Registration Ordinance, No. 25 of 1901, shall be deemed to be registered for the purpose of these rules.

4. The owner of any dog which shall have been seized and detained under these regulations shall be liable to pay to the local authority the following charges:—For detention for each day, or part of a day Re. 1 or such sum as the local authority may determine; and such charge shall be recoverable if the dog is not affected with, or suspected of, rabies, by the sale thereof, unless the said charge shall have been paid before sale by the owner or person in charge of the dog. Otherwise the charge shall be recoverable in the manner provided by section 1 of Ordinance No. 6 of 1873, in respect to the order in which the property of public defaulters may be seized and sold.

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 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. 3,774.
- (2) Date of Receipt: February 3, 1927.
- (3) Applicant (Proprietor of the Trade Mark): BOOTT MILLS (a Corporation organized and existing under the laws of the State of Massachusetts), John street, Lowell, Massachusetts, United States of America; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, Colombo.
- (5) Class: Twenty-four.
- (6) Goods: Cotton towelling in the piece.
- (7) Representation of the Trade Mark:



Registrar-General's Office,
Colombo, June 15, 1927.

H. E. BEVEN,
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. 3,791.
- (2) Date of Receipt: February 25, 1927.
- (3) Applicant (Proprietor of the Trade Mark): THE BE-ZE-BE HONEY COMPANY, LIMITED (a Company duly incorporated under the English Companies Acts), Leadenhall Buildings, Leadenhall street, London, England; Importers, Merchants, Packers, and Bakers.
- (4) Address for service in the Island: Julius & Creasy, Colombo.
- (5) Class: Forty-eight.
- (6) Goods: Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).
- (7) Representation of the Trade Mark:

BE-ZE-BE

Registrar-General's Office,
Colombo, June 15, 1927.

H. E. BEVEN,
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. 3,836.
- (2) Date of Receipt : May 2, 1927.
- (3) Applicant (Proprietor of the Trade Mark): RENAULT LIMITED (a Company duly organized under the laws of Great Britain), Seagrave road, West Brompton, London S. W. 6, England.
- (4) Address for service in the Island : Remfry & Son, c/o The Ceylon Daily News, Colombo.
- (5) Class : Twenty-two.
- (6) Goods : Automobiles and component parts as are included in class 22.
- (7) Representation of the Trade Mark :

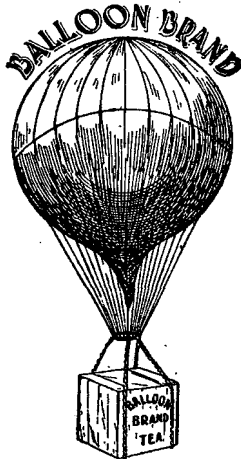
RENAULT

Registrar-General's Office, H. E. BEVEN,
Colombo, June 15, 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. 3,857.
- (2) Date of Receipt : May 12, 1927.
- (3) Applicant (Proprietor of the Trade Mark): MOHAMMEDALLY SHAIKH HEBTULABHOY, TYEBALLY SHAIKH HEBTULABHOY, and ABDULHUSEN SAHIKH HEBTULABHOY, trading as "M. S. HEBTULABHOY & COMPANY," 102, Fourth Cross street, Pettah, Colombo; General Merchants.
- (4) Address for service in the Island, if any : —
- (5) Class : Forty-two.
- (6) Goods : Tea.
- (7) Representation of the Trade Mark :



Registrar-General's Office, H. E. BEVEN,
Colombo, June 8, 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. 3,869.
- (2) Date of Receipt : May 26, 1927.
- (3) Applicant (Proprietor of the Trade Mark): FALCON MOTORS CORPORATION (a Corporation organized and existing under the laws of the State of Michigan), Majestic Building, Corner of Michigan and Woodward Avenues, City of Detroit, County of Wayne, State of Michigan, United States of America; Manufacturers.
- (4) Address for service in the Island : Julius & Creasy, Colombo.
- (5) Class : Twenty-two.
- (6) Goods : Automobiles, motor cars, motor trucks, and all other motor driven vehicles included in class 22.
- (7) Representation of the Trade Mark :



Registrar-General's Office, H. E. BEVEN,
Colombo, June 15, 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. 3,870.
- (2) Date of Receipt : May 28, 1927.
- (3) Applicant (Proprietor of the Trade Mark): THE WILLYS OVERLAND COMPANY (a Corporation organized and existing under the laws of the State of Ohio), City of Toledo, County of Lucas, State of Ohio, United States of America; Manufacturers.
- (4) Address for service in the Island : Julius & Creasy, Colombo.
- (5) Class : Twenty-two.
- (6) Goods : Automobiles, motor cars, motor trucks, and all other motor driven vehicles included in class 22.
- (7) Representation of the Trade Mark :

OVERLAND
Whippet

Registrar-General's Office, H. E. BEVEN,
Colombo, June 15, 1927. Registrar of Trade Marks.

ROAD COMMITTEE NOTICES.

Duckwari-Ferndale 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 96, sanctioned on November 1, 1926.)

Government moiety	Rs. 1,460.00
Private contributions	Rs. 1,474.60

1st section, $\frac{3}{4}$ mile.

Total acreage, 3,769—Moiety of cost, Rs. 294.79—
Sectional rate, .07821c.—Total rate, .07821c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
The Rangalla Consolidated Tea Co., Ltd. (E. S. Wilson); Agent, Martin M. Smith	Peru	138	10 80

1st and 2nd sections, $1\frac{1}{2}$ mile.

Total acreage, 3,631—Moiety of cost, Rs. 294.79—
Sectional rate, .08118c.—Total rate, .15939c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Rangalla	130	20 73
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1st to 3rd section, $2\frac{1}{4}$ miles.

Total acreage, 3,501—Moiety of cost, Rs. 294.79—
Sectional rate, .08420c.—Total rate, .24359c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Poodelgodde	331	80 64
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1st to 4th section, 3 miles.

Total acreage, 3,170—Moiety of cost, Rs. 294.79—
Sectional rate, .09299c.—Total rate, .33658c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Madultenne	202	68 0
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1st to 5th section, $3\frac{3}{4}$ miles.

Total acreage, 2,968—Moiety of cost, Rs. 294.80—
Sectional rate, .09932c.—Total rate, .43590c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Kaladuriya	216	94 16
A. H. Kerr & Beilby	Ferndale	310	135 14
Galaha Co. (A. H. Kerr)	Lianganpella	338	147 34
Rangalla Consolidated Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Esperanza	523	227 98
Do.	Mount Mar and Winchfield Park	500	217 95
R. C. H. Ellis (Mackwoods, Ltd.); Agents, Lewis, Brown & Co.	St. Martins	594	258 93
Burnside Tea Co. (D. E. Burnett)	Kaluratty and Keloysa	487	212 29
Total			1,473 96

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

	Rs. c.
N.B.—Private contributions	1,474 60
Deduct unexpended balance on maintenance estimate, 1925–26	0 64
	<u>1,473 96</u>

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, June 6, 1927.

Maskeliya-Moray Branch Road.

(Laxapana Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Laxapana bridge on the 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 in the district interested in the bridge at the rate of .06942c. per acre, as follows:—

Total acreage, 5,048.

(Estimate No. D 762, sanctioned on January 10, 1927.)

Government moiety	Rs. 340.00
Private contribution	Rs. 343.40

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
A. N. Greig	Laxapana, York, and John's land	866	60 12
The Laxapana Tea Co.	Blantyre	239	16 60
Do.	St. Andrews	321	22 29
C. Johnson	Dalhousie	289	20 7
Do.	Situluganga	143	9 93
A. N. Greig	Suluganga	155	10 77
E. H. Etches	Forres	387	26 87
Uplands Tea Estates Co.	Moray and Valla-		
	dolid	461	32 0
Do.	Geddes	198	13 75
Do.	Corfu	187	12 98
Do.	Rajamalle	212	14 72
L. Elwell	Gartmore, Group, Larchfield, Gartmore, Bevy's, and Frogmore	848	58 87
Shaw, Wallace & Co.	Adam's Peak	742	51 51
			<u>350 48</u>
Private contribution			343 40
Excess on maintenance, 1925–26			6 88
Add difference deducted in excess last year			0 20
			<u>350 48</u>

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

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, June 6, 1927.

Glenlyon-Preston Branch Road.

(Improvements.)

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 improvements 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 as follows:—

Government moiety	Rs. 355.56
Private contributions	Rs. 364.44

Total acreage, 2,491—Rate per acre 14630c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Ceylon Tea Plantations Co., Ltd. (Arthur L. Lee) ..	Glenlyon ..	627 ..	91 73
G. T. & Mrs. R. S. Pieris (H. V. Cooke) ..	Agra Elbedde	276 ..	40 38
	Helbeck, Mossend, and Torrington	528 ..	77 25
Torrington Tea Estate Co., Ltd. (E. E. Lee) ..	Iona ..	113 ..	16 53
A. R. Ashton (E. E. Lee) Ceylon Tea Plantations Co., Ltd. (Arthur L. Lee) ..	Polmont ..	45 ..	6 58
P. B. Seton (A. Hamilton Harding) ..	New Preston	167 ..	24 43
A. G. & C. A. Seton (A. Hamilton Harding) ..	Preston ..	250 ..	36 58
The Albion Tea Estate Co., Ltd. (A. V. Rayall, acting G. M. Smith) ..	Albion ..	289 ..	42 28
A. G. & C. A. Seton (A. Hamilton Harding) ..	St. Margaret's	196 ..	28 68
	Total ..	364 44	

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

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, June 6, 1927.

Rambadagalla-Keppitigala Estate 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 during 1926-27, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

Maintenance Estimate—Rs. 1,500.

Government contribution	Rs. 400.00
Private contribution	Rs. 1,100.00

Rs. 1,500.00

1st to 2nd section, 2 miles.

Total acreage, 1,956—Moiety of cost, Rs. 953.34—Sectional rate, 48739—Total rate 48739.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Messrs. James Finlay & Co. ..	Ogodapola ..	132 ..	64 34

1st to 3rd section, 3 miles.

Total acreage, 1,824—Moiety of cost, Rs. 146.66—Sectional rate, 8040—Total rate 56779.

Messrs. Carson & Co. ..	Nella Oola ..	300 ..	170 34
Messrs. Harrison & Crosfield ..	Maribe ..	586 ..	332 73
Do. ..	Keppitigala ..	708 ..	402 0
Mrs. Alice Kotelawala ..	Field View ..	200 ..	113 56
Mr. Francis Kotelawala ..	Talakotuwa ..	30 ..	17 3

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to M. R. Harris, Esq., Chairman Local Committee, Keppitigala Group, Matale, on or before June 20, 1927.

H. W. ABEYAWARDANE,
Provincial Road Committee's Office, for Chairman.
Kurunegala, May 31, 1927.

Kadugannawa-Alagalla Branch Road.

(Widening and Improving.)

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 improvements 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 interested in the road to make up the private contribution:—

Government moiety	Rs. 1,000.00
Private contributions	Rs. 1,025.00

Total acreage, 3,171—Rate per acre, 32324c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Felix R. Dias (S. R. Hamer) ..	Mount Colville	21½ ..	6 95
W. C. Dias ..	Maligatenna ..	51½ ..	16 65
Felix R. Dias (S. R. Hamer) ..	Kumaragala ..	142 ..	45 90
H. P. & L. P. Rudd (S. R. Hamer) ..	Beltoff ..	157 ..	50 75
P. J. Benwell (W. R. Hancock) ..	Andiatenna ..	220 ..	71 11
Tismode Estates Co. (W. R. Hancock) ..	Tismode and Seafield ..	460 ..	148 69
Allagalla Tea & Rubber Co. (R. Wilkins) ..	Alagalla ..	900 ..	290 92
Eastern Produce & Estates Co., Ltd. (A. M. Macneill) ..	Kirimittia and Peak ..	964 ..	311 60
W. A. B. Soysa ..	Oolanakanda ..	150 ..	48 49
Heirs of H. W. Garvin & J. G. Cruiskshank (N. H. G. Campbell) ..	Kottogodde ..	105 ..	33 94
			1,025 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 July 10, 1927.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, June 6, 1927.

Embilmegama-Alagalla Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance for the first and last 1½ miles of the above road for the year ending September 30, 1927, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate in the district interested in the road, as follows:—

Government contribution	Rs. 819.00
Estates contribution	Rs. 1,797.95

1st section, 1 mile.

Government money, Rs. 327.60—Estate contribution, Rs. 675.66.

Total acreage, 491½—Sectional rate, 1.3739c.—Total rate, 1.3739c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
C. R. T. Sangster ..	Sindoorankande ..	135½ ..	185 84
Do. ..	Geragama ..	356½ ..	489 82

6th section, $\frac{1}{2}$ mile.

Government money, Rs. 163·80—Estate contribution,
Rs. 411·20.

Total acreage, 785—Sectional rate, 52445—Total
rate, 52445c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
W. R. Hancock	.. Tismode Group	.. 460	.. 241	25	

5th and 6th sections, $1\frac{1}{2}$ miles.

Government money, Rs. 327·60—Estates contribution,
Rs. 710·59.

Total acreage, 325—Sectional rate, 2·18643c.—Total
rate, 2·71088c.

C. T. R. Sangster	.. Kottogodde	.. 105	.. 284	64	
W. R. Hancock	.. Andiatenna	.. 220	.. 596	40	
		Total	.. 1,797	95	

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to W. R. Hancock, Esq., Chairman, Local Committee, Tismode Group, Kadu-gannawa, on or before July 10, 1927.

W. L. KINDERSLEY,

Provincial Road Committee's Office,
Kandy, June 6, 1927. Chairman.

Alawatugoda-Ancoombra Estate Cart Road.

NOTICE is hereby given that the report of the Local Committee having been received, and an estimate amounting to Rs. 8,303 having been approved for the maintenance of the above road for the year ending September 30, 1927, the Provincial Road Committee, in accordance with the provisions of sections 24 and 19 of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each of the following estates to make up the contribution:—

Government money	.. Rs. 2,000·00
Estate contribution	.. Rs. 6,303·00

1st section, 26 chains.

Total acreage, 2,764—Amount of cost, Rs. 137·24—
Sectional rate, 4965c.—Total rate, 4965c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
The Craiglads Tea and Rubber Co., Ltd., Agents, Messrs. Gordon Frazer & Co., Ltd. (G. J. Carter, Superintendent)	.. Craingilt	.. 355	.. 17	64	

1st and 2nd sections, 87 chains.

Total acreage, 2,409—Amount of cost, Rs. 321·97—
Sectional rate, 13365c.—Total rate, 18330c.

Syston Estate Co. (George Steuart & Co., Agents; C. E. Hamilton Superintendent)	.. Syston	.. 169	.. 30	98	
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1st and 3rd sections, 106 chains.

Total acreage, 2,240—Amount of cost, Rs. 100·29—
Sectional rate, 4477c.—Total rate, 22807.

J. A. MacAllister (Aitken, Spence & Co., Agents; J. Taylor, Superintendent)	.. Barton	.. 85	.. 19	40	
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1st to 4th section, 160 chains.

Total acreage, 2,155—Amount of cost, Rs. 285·03—
Sectional rate, 13226c.—Total rate, 36033c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Syston Estate Company (George Steuart & Co., Agents; C. E. Hamilton, Superintendent)	.. Syston	.. 173	.. 62	35	

1st to 5th section, 200 chains.

Total acreage, 1,982—Amount of cost, Rs. 211·14—
Sectional rate, 10652c.—Total rate, 46685c.

H. L. Cameron and R. R. Jenkyns (George Steuart & Co., Agents; J. Taylor (Superintendent) .. Velana	.. 187	.. 87	30		
R. R. Jenkyns and H. L. Cameron (George Steuart & Co., Agents; J. Taylor, Superintendent) .. Wallsend	.. 83	.. 38	75		

1st to 7th section, 340 chains.

Total acreage, 1,712—Amount of cost, Rs. 738·96—
Sectional rate, 43163c.—Total rate, 89848c.

E. H. Wijenaike, Colombo street, Kandy	.. Hapugolla	.. 127	.. 114	12	
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1st to 9th section, 484 chains.

Total acreage, 1,585—Amount of cost, Rs. 760·07—
Sectional rate, 47953c.—Total rate, 1·37801c.

Kandy Hills Co., Ltd. (Carson & Co., Ltd., Agents; M. E. Finlan-son, Superintendent) .. Pansalatenna	234	.. 322	46		
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1st to 10th section, 548 chains.

Total acreage, 1,351—Amount of cost, Rs. 337·81—
Sectional rate, 25004c.—Total rate, 1·62805c.

Kandy Rubber and Tea Estates, Ltd. (Messrs. Lee, Hedges & Co., Ltd., Colombo, Agents; H. Orloff Combe, Superintendent) .. Ancoombra Group	.. 822	.. 1,338	26		
Doolgalla (Ceylon) Rubber Estates, Ltd. (Aitken, Spence & Co., Agents; E. C. Layton, Superintendent) .. Parawatta	.. 360	.. 586	10		
The Kepitiagalla Rubber Estates, Ltd., E. C. Layton (Agents, Harrison & Crosfield, Ltd., Colombo) Nargolla	.. 169	.. 275	15		
		Total	.. 2,892	51	

N.B.—Private contribution	.. 6,303	0
Unexpended balance, 1926	.. 3,410	49
		2,892 51

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to E. C. Layton, Esq., Chairman, Local Committee (Parawatta estate, Matala), on or before July 10, 1927.

W. L. KINDERSLEY,

Provincial Road Committee's Office,
Kandy, June 6, 1927. Chairman.

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

Auctioneers and Brokers.

NOTICE is hereby published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922, that the under-mentioned persons have been licensed to carry on the trade or business of auctioneer and broker, as indicated against their respective names, within the limits of the Negombo Urban District Council area, during the year 1927 :—

1. K. H. Perera, Auctioneer and Broker.
2. K. L. Pereira, Auctioneer and Broker.
3. J. S. M. Fernando, Auctioneer and Broker.
4. Walter E. Croos Moraes, Broker.
5. M. P. Kurera, Auctioneer and Broker.
6. H. R. Direckze, Auctioneer.

ALEX. ED. RAJAPAKSE,
Chairman, Urban District Council.

Urban District Council Office,
Negombo, June 1, 1927.

Auctioneers and Brokers.

THE following persons were licensed during the month of May, 1927, to carry on the trade or business of auctioneer or broker within the limits of the Jaffna Urban District Council area for the year 1927, and their names are published in terms of Section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922 :—

Sinnatamby Ehamparam, Auctioneer, Licensed Surveyor,
Jaffna.

Edward Mather, Auctioneer and Broker, Jaffna.

A. CANAGARATNAM,
Chairman, Urban District Council.

Office of the Urban District Council,
Jaffna, June 10, 1927.

GOVERNMENT NOTIFICATIONS.

(Continued from page 1449.)

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

K 514/27

RULE framed by the Village Committee of Panama, in the Batticaloa District of the Eastern Province, under the provisions of section 29 (8) of "The Village Communities Ordinance, No. 9 of 1924," and approved by His Excellency the Officer Administering the Government in Executive Council.

Colonial Secretary's Office,
Colombo, June 16, 1927.

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

RULE REFERRED TO.

No person shall fish in the Pottuvil kalappu or Arugam kalappu without a licence from the Chairman of the Village Committee. Such licence shall in the case of any person not a permanent resident of the pattu be subject to the following fees :—

	Per Annum.	
	Rs.	c.
(1) For each person fishing in the kalappus	10	0
(2) For each canoe used in fishing	15	0

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

K 514/27

RULE framed by the Village Committees of Akkarai pattu central and Akkarai pattu south, in the Batticaloa District of the Eastern Province, under the provisions of section 29 (8) of "The Village Communities Ordinance, No. 9 of 1924," and approved by His Excellency the Officer Administering the Government in Executive Council.

Colonial Secretary's Office,
Colombo, June 16, 1927.

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

RULE REFERRED TO.

No person shall fish in Periya kalappu or Korai kalappu without a licence from the Chairman of the Village Committee. Such licence shall in the case of any person not a permanent resident of the pattu be subject to the following fees :—

	Per Annum.	
	Rs.	c.
(1) For each person fishing in the kalappus	10	0
(2) For each canoe used in fishing	15	0

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

K 514/27

RULE made by the Village Committees of Koralai north; Koralai central; Koralai south; Eravur north; Eravur south; Manmunai town (outside Local Board limits); Manmunai pattu north, South-western division; Manmunai pattu north, Western division; Manmunai pattu east, Northern division; Manmunai pattu east, Southern division; Manmunai pattu south, Eastern division; Manmunai pattu south, Western division; Eruvil pattu; Porativu north; Porativu south; Karaivaku north; Karaivaku west; Karaivaku south; Nindur; Sammanturai; Irakamam; Akkarai pattu north; Akkarai pattu north-central; Akkarai pattu central; Akkarai pattu south; Panama pattu; Wewgam pattu, Uda palata; Wewgam pattu, Meda palata; Wewgam pattu Yati palata; Bintenna north; Bintenna south, in the Batticaloa District of the Eastern Province, under the provisions of section 29 (14) of "The Village Communities Ordinance, No. 9 of 1924," and approved by His Excellency the Officer Administering the Government in Executive Council.

Colonial Secretary's Office,
Colombo, June 16, 1927.

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

RULE REFERRED TO.

All inhabited compounds shall be surrounded by fences and such fences shall be kept in good repair. Provided that the Village Committee shall have power to relax this rule in any villages in which it is considered that its enforcement would be difficult or would work hardship to the people owing to the dearth of fencing materials.

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

K 442/27

RULES made under section 29 of Ordinance No. 9 of 1924, by the Village Committees of Koralai pattu north; Koralai pattu central; Koralai pattu south; Eravur pattu north; Eravur pattu south; Manmunai town (outside Local Board area); Manmunai pattu north, South-western division; Manmunai pattu north, North-western division; Manmunai pattu east, Northern division; Manmunai pattu east, Southern division; Manmunai pattu south, Eastern division; Manmunai pattu south, Western division; Eruvil pattu; Porativu north; Porativu south; Karawaku north; Karawaku west; Karawaku south; Nindur; Sammanturai; Irakkamam; Akkarai pattu north; Akkarai pattu north-central; Akkarai pattu central; Akkarai pattu south; Panama pattu; Wewgam pattu, Uda palata; Wewgam pattu, Meda palata; Wewgam pattu, Yati palata; Bintenna north; Bintenna south, in the District of Batticaloa, Eastern Province, and approved by His Excellency the Officer Administering the Government in Executive Council.

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

By His Excellency's command,
F. G. TYRRELL,
Acting Colonial Secretary.

Rules under Chapter I. of Village Committee Rules promulgated in *Government Gazette* No. 6,197 of July 26, 1907, are hereby repealed, and the following substituted therefor:—

1. The Village Committee is empowered to impose and enforce upon all inhabitants within its subdivision an annual tax payable in labour not exceeding ten days' labour in any one year in respect of all or any of the purposes mentioned in paragraphs (1), (2), (7), (9), (20), (23), (24), and (31) of section 29 of Ordinance No. 9 of 1924.
2. The Village Committee shall meet before the end of February and determine the number of days' labour to be called out for the year.
3. Publication of the number of days' labour so determined shall be made in every village before March 15 by beat of tom-tom and affixing of notices in the vernacular in conspicuous places. Such publication shall make it clear that all persons desiring to commute must do so before March 31.
4. Any person may commute the labour he is liable to contribute for the year by a money payment at the rate of 50 cents per day made on or before March 31.
5. During the month of April the Committee shall meet and shall determine the works upon which, the places at which, the dates upon which, and the times at which the labour of such inhabitants as shall not have commuted their labour under rule 5 shall be contributed.
6. Notice shall be served upon every person liable under rule 5 to contribute labour. Such notice shall specify the place and time when his labour is to be contributed. If the person is absent from the village and cannot be found, the service may be effected by attaching the notice to his house in a conspicuous position.
7. Any person failing to attend and labour either in person or by substitute at the said time and place shall be liable to contribute double labour.
8. Such double labour may be commuted by a payment within one month of the date upon which such person was called out to perform labour by notice under rule 6 at the rate of 50 cents per day for each day of such double labour, e.g., if a person had been called out under rule 6 to perform three days' labour and he failed to attend and labour, he could commute his liability to contribute double labour by a payment of Rs. 3.
9. After the expiry of the one month referred to in rule 8 the Committee shall meet and determine the works upon which, the places at which, the dates upon which, and the times at which the double labour due under rule 7 shall be contributed.
10. Notice shall be served upon every person liable under rule 9 to contribute double labour. Such notice shall specify the place and time when his double labour is to be contributed. If the person is absent from the village and cannot be found, service may be effected by attaching the notice to his house in a conspicuous position.
11. Any person so liable to contribute double labour who shall fail to attend in person or by substitute at the place and time required and perform such double labour shall be liable to be punished by the Village Committee or the Village Tribunal under section 11 of Ordinance No. 21 of 1901.
12. The Police Headman of each village shall prepare annually before December 31 a list of names of all males between the ages of 18 and 55 residing within his village and forward a copy thereof to the Vanniah or Ratamahatmaya.
13. The Chairman of the Village Committee may exempt from the performance of any labour any person physically unfit to perform labour. Where the Chairman refuses such exemption any person dissatisfied with the decision of the Chairman may, within ten days of the date of such decision, appeal by petition to the Government Agent.

TARIFFS AND CHARGES.

202. *Tariffs.*—The franc is the monetary unit employed in Foreign Tariffs, and all accounts with Foreign Administrations are settled in gold. Charges in Ceylon are collected at the standard rate of Rs. 15 = £1 = 25 francs. The Tariffs for telegrams are made up of the shares of the different Administrations concerned, which may alter them from time to time. The Tariffs vary also according to the route employed (Rules 210 to 214).

203. *Charge by the Word.*—The charge for a telegram is by the word pure and simple, and the minimum charge is for a telegram of two words (Rules 153, 166, and 167). Tables showing the rates per word to foreign countries are published in the Post Office Guide.

204. *Prepayment of Charges.*—The charges for telegrams must be prepaid, with the exception of the additional charges on telegrams to follow (Rule 260), the charge for delivery by special messenger (Rule 271), and extra charges for alterations or illegal combinations of words discovered by the Office of Destination (Rule 198), all of which are recovered from the addressee.

205. *Receipts.*—The sender of a telegram can claim a receipt showing the amount paid. Senders of telegrams should examine their receipts to see if they are correct.

206. *Recovery of Bearing and other Charges from Addressee.*—When a charge is due on delivery, the telegram is only delivered to the addressee on payment of the amount due, except when the regulations provide otherwise.

207. *Cash or Stamps.*—At offices authorized to accept Foreign Telegrams, the charges must be paid in cash or stamps.

208. Amounts undercharged in error must be made good by the sender.

209. Amounts overcharged in error and the value of excess stamps affixed to telegrams are refunded to the person entitled to them without application if the amount is at least Re. 1.20.

The repayment of a sum less than Re. 1.20 is not compulsory unless the sender applies for it to the Superintendent, Telegraph Check Office, Colombo, and sends with his application the receipt granted for the telegram.

ROUTE.

210. The main routes by which telegrams may be transmitted are indicated in the Tariff Tables published in the "Post Office Guide."

211. The sender who wishes to prescribe the route should write the corresponding direction on the telegram. The sender may specify the actual route to be followed or mark the telegram Best Route or Cheapest Route. Indications as to route are transmitted free. (Rule 184.)

212. When the sender has prescribed the route to be followed, the Telegraph Offices concerned are bound to carry out his wishes, unless the route named be interrupted, or transmission by it seems likely to involve serious delay, in which cases the sender cannot raise any objection to the employment of another route.

213. If, on the contrary, the sender does not prescribe the route, the telegram is sent by the best working route for which sufficient charges have been received. Where the charges are the same, the offices where routes diverge will decide by which to forward the telegram.

214. When a telegram can be forwarded at the same tariff by several routes operated by the same Administration, the latter decides in the best interests of the senders by which route Private Telegrams shall be forwarded. The senders cannot in that case demand specially the use of one of these routes.

When a telegram can be forwarded by wire or wireless, whether or not the routes employed are operated by the same Administration, the sender has the right to request that the telegram be transmitted by wire or by wireless by writing on his copy a clear instruction to that effect. This instruction is considered by the telegraph service as a route indication. It is transmitted in one of the following forms:—"Fil," when the sender requests transmission by wire, "Anten" when the sender requests transmission by wireless.

The Counter Clerk writes the relative indication on the copy of the telegram.

Government Telegrams ordered for transmission by wire are in no case transmitted by wireless unless the sender duly consulted has authorized transmission by wireless. Government Telegrams ordered for transmission by wireless are in no case transmitted by wire unless the sender duly consulted has authorized transmission by wire.

Other telegrams ordered for transmission by wire are not transmitted by wireless, unless the wire route is interrupted and there is no prospect of its early restoration. Conversely other telegrams ordered for transmission by wireless are not transmitted by wire unless the radio-electric route is interrupted without prospect of early restoration.

INTERRUPTION OF TELEGRAPH COMMUNICATION—TRANSMISSION IN DUPLICATE.

215. When an interruption to the regular means of telegraphic communication occurs during the transmission of a telegram, the office beyond which the interruption exists, or an office situated further back and having at its disposal an alternative telegraph route, immediately sends the telegram by such a route, or, failing that, by special messenger or by post (registered if possible).

Telegrams forwarded by telegraph under the conditions provided in the present paragraph are marked with the indication "devie," accompanied by the name of the office which effects the diversion. This indication is transmitted at the end of the preamble following the route indication if there is one.

216. If it is found that a telegram cannot be sent to its destination owing to interruption of the specified route taking place after the telegram was accepted, the sender will be communicated with, and asked to pay the additional charge if he wishes his telegram diverted to a more expensive route.

217. An office which has recourse to means of transmission other than telegraphic, addresses the telegram according to circumstances, either to the nearest Telegraph Office able to retransmit it, or to the Office of Destination, or to the addressee himself, when this retransmission takes place within the limits of the State of Destination. As soon as communication is re-established, the telegram is transmitted afresh by telegraph, unless its receipt has been previously acknowledged, or unless, on account of an exceptional accumulation of traffic, this retransmission would be manifestly prejudicial to the general service.

CANCELLATION OF A TELEGRAM AT THE REQUEST OF THE SENDER.

218. *Before Transmission.*—The sender of a telegram or his authorized representative can, on proving his identity, stop its transmission, if in time.

219. When he cancels it before transmission has begun, the charges are returned less a fee of 15 cents.

220. If the stamps have already been defaced, the refund can be made only by the Superintendent, Telegraph Check Office, Colombo, to whom the receipt should be sent with an application for refund.

221. *After Transmission.*—If the telegram has been transmitted by the Office of Origin, the sender's only means of requesting its cancellation is by a Paid Service Advice forwarded in accordance with Rule 177 and addressed to the Office of Destination. The sender must pay, at his option, the cost of either a telegraphic or postal reply to the notice of cancellation. So far as is practicable, this Service Advice is transmitted in succession to the offices through which the original telegram has transited until it overtakes the latter. If the telegram has been delivered to the addressee, the

latter is informed of its cancellation, unless the Service Advice contains instructions to the contrary. The office which cancels the telegram, or which delivers the notice of its cancellation to the addressee, advises the Office of Origin accordingly. The information is given by telegraph if the sender has paid for a telegraphic reply to the notice of cancellation, otherwise it is sent by post as a paid letter. If the telegram is cancelled before having reached the Office of Destination, the charges for the original telegram, for the Service Advice of cancellation, and for any telegraphic reply prepaid to such advice in respect of the distance not traversed, will be refunded to the sender on application to the Superintendent, Telegraph Check Office, Colombo.

DELIVERY AT DESTINATION.

222. *According to Address.*—Telegrams are delivered according to their address, either at the residence of the addressee or Post Restante or *Telegraphe Restante* (Rules 226, 235, and 236).

223. *Order.*—Telegrams are in all cases delivered at or sent to their destinations in the order of their receipt and priority.

224. *Free Delivery Limits.*—Telegrams addressed to a place of residence within the delivery limits of the Telegraph Office are at once taken to their addresses. Telegrams, however, which contain the Special Instruction *Jour or Day* (Rule 147) are not delivered during the night. Those which are received during the night are only obligatorily delivered at once when they bear the instruction "Nuit" or "Night," or when the office of arrival is able to recognize that they are really urgent. In Ceylon telegrams are delivered free of charge within three miles of a Telegraph Office. Beyond that limit the post is employed without charge, unless a special means of delivery has been paid for by the sender, or requested by the addressee (Rule 280 (a)). In Colombo Foreign Telegrams are not, as a rule, sent out for delivery between the hours of 9 P.M. and 6 A.M., except to persons who have specially requested that their telegrams be delivered to them during these hours.

225. *Reply given to Messenger.*—In Ceylon the telegraph messenger who delivers a telegram may be entrusted with the reply, provided he be not detained for this purpose more than five minutes. (The fact of the reply having been given to the messenger, and the amount paid to him, should be mentioned on the back of the form on which the addressee signs for the receipt of the telegram). The Telegraph Department accepts no responsibility for any loss or delay sustained through any neglect or default of the messenger or on account of any necessary reference to the sender in connection with the charges or legibility of the telegram.

226. *Delivery by Post.*—Telegrams which have to be deposited at the Post Office, *i.e.*, *Poste Restante* or = GP = (or *Poste Restante recommendee* or = GPR =) are sent immediately to the Post Office by the Telegraph Office of Destination under the conditions fixed by Rules 278 and 279. In Ceylon all Foreign Telegrams which have to be posted to destination are posted as registered letters.

227. Telegrams to be delivered to passengers on a ship on its arrival in port are delivered as far as possible before disembarkation. If that is not practicable or if such delivery would entail expense (for boat hire for example) they are delivered to the ship's agents.

228. *Persons to whom Telegrams may be delivered.*—A telegram taken to the addressee's place of residence may be delivered either to the addressee, the adult members of his family, any person in his service, to his lodgers or guests, or to the porter of the hotel or house, unless the addressee has named in writing a special person, or the sender has requested, by writing in the space provided on the form the Special Instructions *Mains propres*, or = MP = (Rule 147), that the telegram be delivered only into the hands of the addressee himself. In this case the Office of Destination writes the instruction "Addressee only" in full on the envelope, and gives the necessary instructions to the messenger.

229. *Open Delivery.*—The sender may also request that the telegram be delivered open by writing, in the space provided on the form, the Special Instructions *Ouvert* or "Open" (Rule 147). This request is reproduced on the copy handed to the addressee, which is delivered in Ceylon without an envelope, simply folded, with the address written on the back.

230. *Undelivered Telegrams.*—When a telegram cannot be delivered, the Office of Destination, after a brief delay, sends a Service Advice to the Office of Origin, stating the cause of non-delivery and repeating the address exactly as received. If necessary, this advice is completed by stating the reason for refusal (Rule 198) or by indicating the charges to be claimed from the sender (Rules 258 and 272). No advice is sent under this rule where a telegram duly posted under Rule 281 is returned by the Post Office as undelivered, or on telegrams addressed to await arrival *Telegraphe restant* or *Poste Restante*, except when a charge has to be collected, when the Service Advice of non-delivery is sent by ordinary paid letter at the expiration of the period for retaining such correspondence.

231. The Office of Origin verifies the correctness of the address, and, if it has been mutilated, rectifies it immediately by a Service Advice. If required, this Service Advice contains instructions necessary to correct any errors committed, such as "send on to destination," "cancel telegram," &c.

232. If the address has not been mutilated, the Office of Origin communicates, if practicable, the notice of non-delivery to the sender. A notice of non-delivery is only retransmitted by telegraph if the sender of the original telegram has asked that his telegrams may be redirected to him by telegraph (Rule 261). In all other cases the notice is redirected by post in the form of a paid letter if the sender is known. The receiver of a notice of non-delivery can only complete, rectify, or confirm the address of the original telegram by a paid telegram in the form of a Paid Service Advice (Rule 177).

233. If it becomes possible to deliver a telegram after transmitting advice of non-delivery, without having received one of the rectifying advices referred to in Rules 231 and 232, the Office of Destination sends a Second Service Advice to the Office of Origin stating that the message has been delivered. This information is communicated to the sender if he has received notice of non-delivery. This second advice is not sent when delivery is notified by Telegraph Acknowledgment of Receipt (Rule 252).

234. If the messenger finds no person who will consent to receive the telegram for the addressee, a notice is left at the address given and the telegram is taken back to the Telegraph Office to be delivered to the addressee or any person authorized by him to take delivery of it, upon application from either. When the addressee advised as above of the arrival of a telegram does not take delivery within twenty-four hours, non-delivery is reported in accordance with Rule 230.

235. *Telegraphe Restant.*—When a telegram is addressed *Telegraphe Restant* it is delivered to the addressee or his duly authorized representative over the telegraph counter.

236. *Poste Restante.*—Telegrams addressed *Poste Restante* and those which are to be delivered by post are, as regards delivery and period of preservation, subject to the same rules as postal correspondence.

237. Any telegram which cannot be delivered to the addressee by the end of six weeks is, subject to the provisions of Rule 236, not kept.

238. *Directions about Delivery.*—For the registration of standing instructions regarding the delivery of telegrams during fixed hours a fee of Rs. 5 per annum or Rs. 2.50 for six months is payable. For each change in such instructions during the period covered by the fee already paid, a fee of Re. 1 is payable.

SPECIAL TELEGRAMS.

(a) Prepaid Replies.

239. The sender of a telegram may prepay the reply which he requests from his correspondent, by writing before the address the paid service indication "Reply paid" or = RP = followed by the amount in francs and centimes or rupees and cents paid for the reply: "Reply paid x" or = RP x = (examples: RP 3, 00 — RP 3, 05 — 3, 40).

240. A reply of less than two words cannot be prepaid (Rules 153, 166, and 167).

241. At the place of destination, the Office of Delivery issues to the addressee a voucher for an amount equivalent to that stated in the original telegram. This voucher gives the right to send, up to its value, a telegram to any destination from any office of the Administration to which the Issuing Office is subject, or, in the case of a radio-telegram addressed to a mobile station from the station issuing the voucher.

242. If the reply exceeds the amount notified in the Reply Telegram Form, the difference must be paid in cash or stamps by the sender of the reply. If, on the other hand, the amount notified in the Reply Telegram Form exceeds that of the reply, the difference is refunded by the Superintendent, Telegraph Check Office, Colombo, to the sender of the original telegram, if he apply for it within three months from the date of issue of the Reply Telegram Form, and provided that such difference is at least equal to 50 cents. This refund is only made on the authority of the Administration which delivered the original telegram. If the telegram with deposit for reply originated in Ceylon, the refund of the unused portion is made to the sender by the Superintendent, Telegraph Check Office, Colombo.

243. The voucher can only be used for franking a telegram within the period of six months following the date of its issue.

244. When the addressee refuses the voucher or, for any reason, does not use it, its value is refunded to the sender of the telegram if application is made either by him or by the addressee within the period of the validity of the voucher.

245. When the voucher cannot be delivered to the addressee because he cannot be found, its value is refunded to the sender if he applies for it before the expiration of the period of validity. In this case, the Office of Delivery cancels the voucher, and the telegram, noted accordingly, is preserved for the prescribed period.

(b) *Collated (or Repeated) Telegrams.*

246. The sender of a telegram can require that it be collated (or repeated). In this case he should write in the space provided on the form the Special Instruction Collationnement, or "Collation," or = TC =.

247. State and Service Telegrams written in secret language are invariably collated free of charge.

248. Collation consists in the entire telegram (including the preamble) being repeated immediately on its receipt by each office concerned in its transmission.

249. The charge for collation is equal to half the charge for an ordinary telegram of the same length for the same destination sent by the same route, fractions of 5 cents being reckoned as 5 cents.

(c) *Acknowledgment of Receipt.*

250. The sender of a telegram may request that the date and time at which the telegram has been delivered to his correspondent be notified to him, by telegraph or by post, as soon as possible after delivery.

When the telegram is forwarded to its actual address by post, is deposited in the poste restante or is delivered into the care of a third party, the notification mentioned above states the date and time of such forwarding, deposit, or delivery.

251. If the sender requests that the notification be made to him by telegraph he must pay for this purpose the charge for an ordinary telegram of five words for the same destination by the same route. In that case, he writes before the address the paid service indication "Notification of delivery" or = PC =.

If the sender requests that the notification be made to him by post, he pays a fee of 25 cents and writes before the address the paid service indication "Postal Notification of delivery" or = PCP =.

252. In the case of non-delivery, provided for in Rule 230, the Acknowledgment of Receipt is preceded by the Service Advice required by that rule. The Acknowledgment of Receipt is detained during the period prescribed in Rule 237, or is transmitted after the delivery of the telegram, if that becomes possible. At the expiration of this period, if the telegram has not been delivered, the Administration of Origin officially initiates the refund of the charge for the Acknowledgment of Receipt.

253. A Postal Acknowledgment of Receipt contains the same information as a Telegraphic Acknowledgment of Receipt. It is sent by the Office of Delivery to that of origin in a prepaid envelope endorsed "Accuse de reception," or "Acknowledgment of Receipt."

254. As soon as the telegraphic or postal notification of delivery reaches the Office of Origin of the telegram, it is communicated to the sender of the telegram.

In the case of a notification of delivery of a redirected telegram, the Office of Origin collects from the sender, when necessary, the difference between the charge paid at the outset for the notification of delivery and the charge due for the distance actually covered.

When the latter charge is at least Re. 1.20 less than the charge collected, the difference is refunded to the sender on application.

(d) *Telegrams to follow by Order of the Sender.*

255. The sender can require by writing, in the space provided on the form, the Special Instruction Faire suivre or "To follow," or = FS =, that the Office of Destination shall cause his telegram to follow the addressee.

256. If the sender of a telegram Faire suivre or "To follow" requests a Telegraphic Acknowledgment of Receipt, he must be warned that in the event of the telegram having to follow the addressee beyond the limits of the country of destination, he will be liable to pay any sum that may be necessary to complete the cost of the Acknowledgment of Receipt, according to the distance actually traversed, independently of any charges for readdressing his telegram which may not have been collected on delivery.

257. When a telegram bears the special instruction Faire suivre, or "To follow," or = FS =, without further instructions, the Office of Destination writes the new address, if any, supplied at the residence of the addressee, and sends the telegram forward to its new destination. The same course is followed until the telegram is delivered or until no new address is furnished.

258. If delivery cannot be effected, and if no other address is furnished, the telegram is retained in the office, and its non-delivery reported as in Rule 230. The Service Advice of Non-delivery must show the amount of the charges to be recovered from the sender. This advice, when the non-delivery might have arisen through an error of transmission, must be sent through the last Retransmitting Office in order that it may have an opportunity of making the necessary corrections.

259. If the Special Instruction Faire suivre, or "To follow" or = FS =, is accompanied by successive addresses, the telegram is transmitted to each of the destinations mentioned until the last, if necessary. In case of non-delivery, the last office treats it in accordance with the provisions of Rule 258.

260. The charge to be collected at the outset on telegrams to follow is the charge for the first section only, the whole address being included in the number of words. Any supplementary charge is collected from the addressee and is reckoned on the basis of the number of words transmitted at each direction.

When the addressee refuses to pay the redirection charges, the telegram is nevertheless delivered. The Office of Origin is informed by Service Advice of the refusal to pay and of the amount of the charge to be collected from the sender.

260A. If the retransmission take place within the limits of the country to which the Office of Destination belongs, the supplementary charge to be collected from the addressee is calculated for each retransmission according to the internal tariff of such country. If the retransmission take place beyond these limits, the supplementary charge is calculated by treating each international retransmission as a separate telegram. The charge for each retransmission is the charge applicable to traffic exchanged between the country which retransmits and that to which it is retransmitted.

In the case of telegrams retransmitted within the limits of Ceylon, no additional charge is levied for retransmission if the two addresses are within the same town; but if in different towns, the full inland rate will be charged for retransmission. State telegrams will be retransmitted free within the limits of Ceylon.

(e) *Telegrams to be Retransmitted by Order of the Addressee or his Agent.*

261. Any person on furnishing the necessary proof of identity may request that telegrams arriving for him at a Telegraph Office in Ceylon be retransmitted to him to a new address which he supplies.

261A. Requests for retransmission must be made in writing by Paid Service Advice or by post (see Rule 181). They must be made either by the addressee or in his name by one of the persons mentioned in Rule 228 as entitled to receive telegrams on his behalf. Any one making such a request must undertake in writing to pay the charges which may not be recovered by the Delivery Office. When redirection to a foreign country is desired, the person making the request should state definitely in writing, whether telegrams from places in Ceylon are also to be redirected to that foreign country. When no such statement is made, the request will be considered to apply to telegrams from foreign countries only.

261B. Requests left at Telegraph Offices regarding the readdressing or redirection of telegrams will be considered to be in force for a month only, and after that period they will be liable to the fees prescribed by Rule 238.

262. The Telegraph Department reserves the right to retransmit in accordance with information given at the residence of the addressee telegrams respecting which no special instructions have been otherwise furnished.

If at the residence of the addressee of a telegram not bearing the instructions = FS = or "To follow," a new address is given without an order to retransmit by telegraph, a copy of the telegram will be sent on by post,* unless instructions have been given to keep it, or unless the Department exercise the right reserved by this rule.

262A. If a telegram retransmitted by telegraph cannot be delivered, the last Office of Destination sends the notice of non-delivery provided for in Rule 230. This notice is addressed first to the office which made the last retransmission, and thence from office to office, in order that those who gave instructions may, if necessary, be called upon to pay the charges for which they are respectively responsible. The notice is finally transmitted to the Office of Origin for communication to the sender, from whom no charges for retransmission are claimed.

263. In case where an Acknowledgment of Receipt has been paid for, the amount prepaid is utilized for an Acknowledgment of Receipt notifying the retransmission of the telegram.

263A. In the cases mentioned in Rule 262, the person who gives instructions for the retransmission of a telegram may prepay the charge for retransmission, provided that the telegram be redirected to a single place without instructions as to subsequent retransmission to other places.

263B. The charges to be collected from the addressee on Retransmitted Telegrams are calculated in accordance with Rules 260 and 260A.

263C. In all cases of retransmission, if the sum due has not been paid at the office where the telegram was redirected, the telegram is only handed to the addressee upon payment of the amount due.

(f) *Multiple Telegrams.*†

264. A Multiple Telegram may be addressed, either to several persons in the same locality or in different localities served by the same Telegraph Office, or to the same person at several addresses in the same locality or in different localities served by the same Telegraph Office, if the Special Instruction *x* Addresses, or *x* Addresses, or = TMx = (Rule 147) which enters into the number of words charged for, be written in the space provided on the form (Rule 151). The name of the Office of Destination appears only once, namely, at the end of the address.

In telegrams addressed to several addresses, the particulars concerning the place of delivery, such as Exchange, Railway Station, Market, &c., must be written after each address, or if they relate to several successive addresses, after the last of these addresses.

265. If the address of a Multiple Telegram contains any supplementary instructions, it is written in accordance with Rule 151.

266. A Multiple Telegram is charged as a single telegram all the addresses being reckoned in the number of words. In addition to the word rate a fee of 30 cents is charged in the case of Multiple Telegrams for the preparation of each copy containing not more than fifty chargeable words. The number of copies is one less than the number of addresses.

267. For copies containing more than fifty chargeable words, the fee is 30 cents per fifty words or part of fifty words. The charge for such copy is reckoned separately, on the basis of the number of words which it is to contain.

268. In the cases specified in Rule 264, each copy of the telegram delivered will bear its own particular address only, and the indication "*x* Addresses," or "*x* Addresses," or = TMx = must not appear in it, unless the sender has requested the contrary. The latter request must be included in the number of words charged for, and written before the address of each addressee which it concerns, as follows :—*Communiquer toutes adresses.* or "Communicate all addresses," or = CTA =.

(g) *Telegrams to be delivered by Post or by Express.*

269. *Post or Express.*—Telegrams addressed to places where there are no International Telegraph Offices may be delivered at destination, according to the request of the sender, either by post or by special messenger, but delivery by special messenger cannot be demanded except for those States which have organized a system of delivery more rapid than the post, and have notified to the other States the arrangement provided for such service (Rule 277). The sender may also request that his telegram may be sent by telegraph as far as an office which he indicates, and thence by post to destination.

270. The address of telegrams to be conveyed beyond the telegraph lines must be preceded by the instruction denoting the method of conveyance to be employed, whether post or express.

271. The cost of conveyance beyond the delivery limits of Telegraph Offices by quicker means than the post in States where such service is organized are, as a rule, collected from the addressee. (For exceptions, see Rules 273, 274, and 276.)

272. If he wishes the express charge to be collected from the addressee, he enters on his telegram the paid service instruction "Express."

* A mail train leaves Colombo daily for Dhanushkodi, and readdressed telegrams which are to be posted to India will be forwarded by post to Dhanushkodi. There will be no charge for postage (*vide* note to Rule 76) (see Rules 106 and 107).

† Multiple Telegrams cannot be sent *via* the North Atlantic cables.

When a telegram bearing the paid service instruction "Express" has occasioned a journey and has not been delivered, the Office of Destination adds to the non-delivery advice, the note "Collect XP" (the fixed express charges notified by the Administration concerned).

273. A sender who wishes to pay the fixed charge notified for express delivery writes before the address of the telegram the paid service instruction "Express paid" or = XP =.

274. A sender who does not know the cost of delivery by special messenger can relieve the addressee from the payment of any charge whatever, either by paying the charge of a telegram of five words to the same destination by the same route, or by paying a fee of 15 cents for postage, and by depositing in addition, by way of security, a sum to be fixed by the Office of Origin with a view to subsequent settlement. The telegram then bears the instruction *Exprés payé télégraphe*, or Express paid telegraph, or = XPT =, or *Exprés payé lettre*, or Express paid letter, or = XPP =. This instruction is written in the space provided on the form and is charged for.

275. The Telegraph Office which receives for delivery a telegram with the instruction *Exprés payé télégraphe*, or Express paid telegraph, or = XPT =, notifies to the Office of Origin by a Paid Service Advice the charge to be collected for portorage. This information is given by a prepaid ordinary letter in cases where the Special Instruction is *Exprés payé lettre*, or Express paid letter, or = XPP =. On receipt of this information the Office of Origin settles with the sender.

276. When the Administration of Destination has previously fixed and notified the amount of portorage charges to be paid, payment by the sender is obligatory. In this case the telegram must bear in the space provided on the form the instruction *Exprés payé*, or Express paid, or = XP =, which is included in the number of words charged for (Rule 152), and there is no necessity for the Office of Destination to report to the Office of Origin the actual cost of delivery. When the sender has paid the charges for delivery indicated, in certain cases, in the Official Nomenclature of Offices, the instruction to be employed is also *Exprés payé*, or Express paid, or = XP =.

277. All fixed charges for delivery notified by other Administrations are shown in the Tariff Tables published in the "Post Office Guide."

278. *Employment of Post.*—Telegrams to be delivered within the country of telegraphic destination; those only which bear the paid service indication = PR = pay a charge, which is fixed at 25 cents; those bearing the paid service instruction = PAV = pay the surcharge proper to the air route.

Telegrams to be sent on to a country other than the country of telegraphic destination: the charge to be collected is 25 cents or 50 cents according as the address contains the paid service indication "Post" or = PR =. To this charge is added, in the case of telegrams bearing the paid service instruction = PAV = the surcharge proper to the air route.

279. The Telegraph Office of Destination is entitled to employ the post—

- (a) In the absence of directions in the telegram as to the means of portorage to be employed;
- (b) When the means indicated differ from the mode adopted and notified by the Terminal Administration (Rules 276 and 277); or
- (c) When a charge for delivery by special messenger would have to be paid for by an addressee who has previously refused to pay such charges.

280. The employment of the post is obligatory upon the Telegraph Office of Destination—

- (a) When a request to this effect has been expressly made by the sender (Rule 269) or by the addressee (Rule 261). The Office of Destination may, however, employ a special messenger even for telegrams bearing the Instruction = *Poste* or *Post* = if the addressee has expressed a wish to receive his telegrams by special messenger.
- (b) When the office of destination has no more rapid means at its disposal.

281. Telegrams of every kind, which have to be sent to their destination by post, are posted by the Telegraph Office of Destination without any charge being made to the sender or addressee, except in the cases provided for under Rules 278 (a) and (b).

282. All Foreign Telegrams, which have to be posted to destination in Ceylon, are sent by post registered (Rule 226).

283. *Telegrams too late to be posted registered.*—When a telegram to be forwarded as a registered letter cannot immediately be registered, it is, in order to take advantage of a postal despatch, first posted as an ordinary letter, a duplicate being sent as a registered letter as soon as possible. This applies to all Foreign Telegrams posted in Ceylon. The second copy will always be marked *Duplicate*.

(h) *Combination of Special Telegrams.*

284. In applying Rules 239 to 283 the facilities given to the public for prepaid replies, collated telegrams acknowledgments of receipt, telegrams "to follow," multiple telegrams, and telegrams to places where there are no International Telegraph Offices, may be combined, the instructions in Rules 150 to 152 being duly observed.

FOREIGN PRESS TELEGRAMS AT REDUCED RATES.

285. (1) Telegrams of which the text consists of information and news relating to politics, commerce, &c., intended for publication in newspapers and other periodical publications are admitted as Press Telegrams at reduced rates. These telegrams must bear at the beginning of the address the paid service indication "Press" entered by the sender.

(2) Press Telegrams will be accepted in Ceylon during the working hours of Telegraph Offices as notified in the "Post Office Guide."

(3) Telegrams at the reduced rate will not be allowed to interfere with the transmission of telegrams at full rates and, in order to ensure this, the transmission of such News Telegrams may be deferred, suspended, or interrupted until any State or Private Telegram or any Press Telegram at full rates, which may be on hand, shall have been transmitted and completed.

(4) Press Telegrams will only be accepted from the authorized correspondents of a newspaper, periodical publication, or news agency furnished with a Card of Authority from the Postmaster-General.

(5) When Press Telegrams are signed the signature must be that of the correspondent whose name appears on the card.

(6) The permission to newspapers, periodical publications, and news agencies to receive Press Telegrams at reduced rates will not be granted unless a written declaration is made by the manager of the newspaper, publication, or agency undertaking to conform to all the conditions fixed by these rules.

(7) Press Telegrams must be addressed to the newspapers, periodical publications, or news agencies, and solely to the name of the newspaper, publication, or agency which appears on the Card of Authority, and not to the name of a person connected in any capacity whatever with the management of the newspaper, publication, or agency. Proved irregularities may cause the withdrawal of authority.

The use of abbreviated and registered addresses will be authorized if these addresses are specified on the Card of Authority. For the receipt of telegrams at Press rates only, each authorized newspaper, periodical publication, or news agency may have an abbreviated address registered free of charge.

(8) Press Telegrams must be written in the English language, or in one of the languages of the country of origin or of destination authorized for International Telegraphic Correspondence in plain language, or in the language in which the receiving newspaper is printed, provided that this language is admitted for International Telegraphic Correspondence.

Press Telegrams must not contain any passage or advertisement or communication having the character of private correspondence, nor any advertisement or communication the insertion of which is made in consideration of payment.

Exchange and market quotations, with or without explanatory text, will be admitted in Press Telegrams at reduced rates. The Offices of Origin must in cases of doubt assure themselves by communicating with the sender, who shall be bound to prove that the groups of figures appearing in the telegrams really represent exchange quotations.

(9) In order that the Department may be able to make arrangements for the transmission of long press messages it is advisable that 24 hours' notice in writing should be given to the Chief Telegraph Master of the intention to send press messages containing more than 200 words. Such notice should state: (i.) The office and time at which the message will be handed in; (ii.) its length; and (iii.) its address. When several press messages are tendered by the same person at one time such messages will be counted together and dealt with as a single message for the purposes of this rule. Neglect to give notice may render press messages liable to delay in transmission (see clause (3) of this rule).

286. Telegrams presented as Press Telegrams, which do not fulfill the conditions indicated in clause (8) of the last preceding rule, will be charged for according to rates for ordinary telegrams.

The full rates prescribed for Private Telegrams shall be chargeable for every Press Telegram of which use is made for any purpose other than that of insertion in the columns of the newspaper to which it is addressed, namely:—

- (1) To telegrams which are not published by the receiving newspaper, and the non-publication of which is not satisfactorily explained, or which the receiver has communicated before publication either to private individuals or to establishments, such as clubs, cafes, hotels, exchanges, or other institutions of a like nature.
- (2) To telegrams which the receiving newspaper shall have sold, distributed, or communicated before publishing them itself to other newspapers for publication in their columns.
- (3) To telegrams addressed to agencies which are not published in a newspaper, and the non-publication of which is not satisfactorily explained, or which are communicated to third persons before being published by the Press. In the cases provided for in the three preceding clauses, the balance of the charge shall be collected from the addressee, and retained by the country of destination.

287. Press Telegrams bear only a single supplementary instruction that relating to Multiple Address Telegrams. The charge to be collected for the copies to be made by the Office of Destination is the same as that for Ordinary Private Telegrams.

288. All Press Telegrams at reduced rates shall be prepaid, unless special arrangements have been made by the authorized newspaper for a specially nominated correspondent.

289. Press Telegrams must be marked "Press" by the senders, and the benefit of Press rates must be claimed by them at the time the telegrams are tendered for despatch.

290. *Press Telegrams for India* are accepted at the rates specified below. Multiple Press Telegrams will be charged for as in Rules 266 and 267, whether all the addresses are in the same town or not. In other respects the general rules for Foreign Press Telegrams will apply:—

	Rs.	c.
First thirty-two words or groups of five figures	1	0
Every four additional words or groups of five figures	0	10

RECORDS.

291. *Period of Preservation.*—The originals of telegrams and documents relating to them are kept for two days only in Postal-Telegraph Offices, after which time they are sent to the *Telegraph Check Office, Colombo*, where they are preserved for at least ten months from the month following that in which the telegram was handed in, and then destroyed. The minimum period of retention for radio-telegrams is fifteen months.

292. *Secrecy.*—The originals or copies of telegrams can only be communicated to the sender or to the addressee, after proof of identity, or to the authorized representative of either of them.

293. *Copies.*—The sender or the addressee of a telegram or the authorized representative of either, has a right to be furnished with a certified copy of such telegram or of the copy delivered at destination, if the latter has been preserved by the Administration of Destination. This right lapses after the expiration of the time fixed for preserving the records.

294. A fixed charge of 30 cents is made for every copy furnished in conformity with Rule 293 if the telegram does not exceed 50 words. Over 50 words this charge is increased by 30 cents for each 50 or fraction of 50 words.

295. Telegraph Administrations are not obliged to produce or give copies of the telegrams above-mentioned, unless the senders, the addressees, or their authorized representatives furnish the necessary information to enable the telegrams, to which their requests refer, to be found.

296. *Extended Preservation.*—On the ground of pending or contemplated judicial proceedings, application may be made by an interested party to the *Telegraph Check Office, Colombo*, for the preservation of specified telegrams exchanged between other persons. Such application must be made within ten months of the dates of the telegrams, and such telegrams will then be preserved for a period of four months beyond the ordinary date fixed for destruction under Rule 291; at the expiration of this further period they will, in default of a renewed application, be destroyed. It must be understood that the duty of the Telegraph Department in the matter is confined to making the search and preserving the telegrams if found. No information as to the result of the search will be furnished, and any telegram answering the description given which may be found will only be produced on the order of a competent court of law or other competent authority.

297. *Fees for Searching Telegrams.*—Should the particulars furnished be insufficient to enable the Check Office at once to trace the telegrams applied for under either Rule 293 or 296, the cost of searching for them must be deposited by the applicant. A fee of Re. 1 is charged for searching through the telegrams of any Telegraph Office for one day thus, if it be required to examine the telegrams of two Telegraph Offices over a period of five days, the searching fee will be Rs. 10.

298. Applications for the originals or for copies of telegrams may be addressed to the Telegraph Office within two days of the date of handing in or receipt of such telegrams or to the *Superintendent, Telegraph Check Office, Colombo*, within ten months (Rule 291).

REFUNDS.

299. Refunds of the following charges are made to those who have paid them, on receipt of an application for such refund or of a complaint against the service:—

- (a) The full charge paid for every telegram which, through the fault of the Telegraph Service, has failed to reach its destination.
- (b) The full charge paid for every telegram stopped in transmission owing to interruption of a route, and of which the sender has for this reason requested its cancellation.
- (c) The full charge paid for every telegram which, through the fault of the Telegraph Service, has either suffered a greater delay than it would have if sent by post, or in any case when it has not been delivered within forty-eight hours in the case of Private, or thirty-six hours in the case of State Telegrams and Paid Service Advices or 96 hours in the case of a Deferred Telegram. The periods during which offices are closed, when that is the cause of the delay, and the time occupied in delivery by special messenger are not counted, in calculating this delay.
- (d) The full charge paid for every Collated Telegram in secret language or of any telegram in plain language which, owing to errors made in transmission, has manifestly failed to accomplish its object, unless the errors have been rectified by Paid Service Advices under Rule 177.
- (e) The supplementary charges pertaining to any special service which has not been rendered, as well as the charge for the corresponding supplementary instructions.
- (f) The amount deposited for Paid Service Advices, requesting the repetition of a passage supposed to be incorrect if the repetition does not agree with the first transmission, with the reservation, however, that when some words have been correctly and some incorrectly transmitted in the original telegram, the charge for the words which relate exclusively to the words correctly transmitted in the first instance is not refunded. Nevertheless, the charge for the words correctly transmitted must be refunded, whatever may be the language in which the telegram is written, if the Administration concerned recognizes that the mistakes made prevented the sense of the words which had not been mutilated from being understood. Refunds on account of Paid Service Advices in connection with Indo-Ceylon telegrams are governed by Rule 124 (h).
- (g) The full charge paid for every other Paid Service Advice, telegraphic or postal, sent under Rules 177 to 181, necessitated by an error of the Telegraph Service.
- (h) The full amount of every sum prepaid for a reply, when the addressee has not made use of the Reply Telegram Form or has refused it, and when before the expiration of six months from the date of issue this Reply Telegram Form is in the possession of, or has been returned to, the Telegraph Administration which granted it.
- (i) The charges in respect of the telegraph section not traversed when, owing to an interruption of the telegraph route, the telegram in question has been forwarded to its destination by post or by some other means. The charges incurred in replacing the original telegraphic route by any other means of transport are, however, deducted from the amount to be refunded.
- (j) The full charges for every telegram with prepaid reply which has manifestly been unable to fulfil its object owing to a service irregularity which warrants the return of the charges for the reply; also the full charges for every prepaid reply which has manifestly been unable to fulfil its object owing to a service irregularity which warrants the return of the charges for the telegram of inquiry.
- (k) The charge, when it amounts to Re. 1.20 or more, of every word omitted in the transmission of a telegram, unless the error has been rectified by means of a Paid Service Advice under Rule 177.
- (l) The difference between the amount of a Reply Telegram Form and the charge for the telegram prepaid by means of such Reply Telegram Form, if this difference is equal to at least to Re. 1.20.
- (m) The charge for every telegram stopped under Rules 131 and 133.
- (n) The proportion of charge due for every telegram cancelled by the sender (Rules 219 and 221).

300. When a coast station advises the Office of Origin that a radio-telegram cannot be transmitted to the ship of destination, the Administration of the country of origin immediately initiates reimbursement to the sender of the coast and ship charges relative to the radio-telegram. In this case, the reimbursed charges do not enter into the radio-telegraph accounts, but mention of the radio-telegram is made by way of memorandum.

In the case of a partial refund on account of a Multiple Telegram, the total charge collected is divided by the number of addresses and the quotient represents the charge appertaining to each copy, the telegram itself counting in this respect as one copy.

301. In the cases provided for in clauses (a), (b), (c), (d), (i), and (k) of Rule 299, the refund applies only to the charge of the actual telegrams not delivered or which have been cancelled, delayed, or mutilated, including any supplementary charges not utilized, but not to telegrams necessitated or rendered useless by such non-delivery, delay, or mutilation.

302. When the errors due to the Telegraph Service have been rectified by means of Paid Service Advices under Rules 177 and 178 within the periods specified in Rule 299 (c), the refund applies only to the cost of these Paid Service Advices. No refund is due for the telegrams to which the Service Advices refer.

303. No refund is made for rectifying telegrams which instead of being exchanged between Telegraph Offices in the form of Paid Service Advices have been exchanged direct between the sender and addressee.

304. Rules 299 to 303 are not applicable to telegrams traversing the lines of non-adhering Administrations which refuse to accept the obligation of refunds. At the same time, the adhering Administrations which have participated in transmission give up their proportion of the charge when the right to a refund has been established.

305. Every claim for refund must be made, under penalty of rejection, within five months from the date of handing in of the telegram.

306. (1) Every claim for refund, and every complaint respecting telegrams, should be made by the sender to the Telegraph Administration under which the telegrams originated. Provided—

- (i.) That such application or complaint may also be presented by the addressee to the Administration of destination, which will then decide whether it will deal with it, or whether it should be forwarded to the Administration of Origin.
- (ii.) That in Ceylon all such applications and complaints should be addressed, except in the case mentioned in proviso (iii.) below, to the *Superintendent of Telegraph and Telephone Traffic, Central Telegraph Office, Colombo*, in the first instance.
- (iii.) That claims for refunds on Paid Service Advices (Rule 299 (f) and (g)) may, if made within two days from the date of the telegram, be presented at the Postal-Telegraph Offices at which such advices were handed in.

(2) Every such claim and complaint shall be accompanied by documentary evidence, namely :—

- (a) In case of non-delivery or of delay, by a written statement from the Office of Destination or from the addressee ;
- (b) In case of alteration or omission, by the copy of the telegram delivered to the addressee ;
- (c) In case of an unused Reply Telegram Form (Rule 244), by the Reply Telegram Form delivered to the addressee ;
- (d) In case of telegrams sent from Ceylon, by the receipt (Rule 205) ;
- (e) In case of Paid Service Advices (Rule 179), by the correction memorandum granted in connection therewith by the Telegraph Office of Delivery.

307. When a claim is admitted by the Administrations concerned, the refund is made to the applicant by the Administration of Origin. The right to the refund lapses after a period of six months from the date of the letter by which the sender is informed that the refund has been granted.

308. If the sender does not reside in the country where he handed in his telegram, he can have his claim forwarded to the Administration of Origin through the medium of another Administration. In this case the latter is deputed to make the refund, if need be.

309. No claim is admitted when a telegram not being in accordance with the conditions prescribed for observance by the public with regard to composition, language, legible writing, address, instructions for the conveyance of telegrams beyond the telegraph lines, &c., has been accepted for transmission at the sender's risk.

RADIO-TELEGRAMS.

310. The Radio-Wireless Telegraph Station at Colombo is open day and night all the year round, but no business with the public direct will be transacted at this station.

Radio-Telegrams will be dealt with at all Postal-Telegraph Offices during the hours they are open for telegraph business.

311. The official term for "Wireless" is "Radio."

Acceptance.

312. Radio-Telegrams will be accepted at any Postal-Telegraph Office in Ceylon for transmission to ships equipped with wireless telegraph apparatus through the Coast Station in Colombo.

313. Radio-Telegrams will be accepted subject to the rules governing Foreign Telegrams, except as hereinafter provided. They must be written on the Yellow Telegram Forms used for Foreign Telegrams.

314. Radio-Telegrams are accepted for ships on the sender's assurance that the ship is equipped with wireless apparatus. All steamers carrying passengers are generally fitted with wireless apparatus.

Time of Communication.

315. The approximate number of hours after departure or before arrival during which ships can be reached through the Colombo Station is 30 hours. In case of ships to the east of Ceylon, this may be modified by the screening effect of the Ceylon mountains.

316. The Post and Telegraph Department cannot give any information as to times of arrival or departure of ships beyond those published in the "Post Office Daily List."

Charges.

	Per Word.
317. British, Indian, or Colonial Government Telegrams to or from His Britannic Majesty's Ships of War..	Free
Private Telegrams to or from His Britannic Majesty's Ships of War ..	.. 40 cents
All other Government or Private Telegrams ..	.. 65 "
318. On Radio-Telegrams sent to Danish, Norwegian, Portuguese, Jugoslav, Swedish, and Dutch vessels the charge is as follows :—	

For a message of 10 words or under, a fixed charge of Rs. 2.50, plus 40 cents a word.

For a message of more than 10 words, 65 cents a word.

Telegrams not Admitted.

319. The following classes of telegrams (although admitted in the ordinary International Telegraph Service) are not admitted in the Radio-Telegraph Service :—

- (a) Telegraph Money Orders.
- (b) Telegrams to follow by order of the sender (Rule 255).
- (c) Paid Service Telegrams asking for repetition or information (Rule 177), except as regards transmission over the ordinary telegraph system.

Special Telegrams.

320. The sender of a Radio-Telegram, upon giving the necessary instructions (*vide* Rule 150) and paying the requisite fees, may make use of the following special services, namely :—

- (a) Prepaid replies (Rule 239). Amount prepaid to be inserted in franc currency, thus : Fr. 18.60. (The equivalent of 1 franc is 60 cents of a rupee.)
- (b) Collation (or repetition) (Rule 246).
- (c) Express delivery (Rule 272). But only in cases in which the amount of the cost of express delivery is collected from the addressee.
- (d) Delivery by post (Rule 226).
- (e) Multiple addresses (Rule 264).
- (f) Acknowledgments of Receipt (Rule 250). But only with regard to notification of the date and time at which the Coast Station has transmitted to the ship station a Radio-Telegram addressed to the latter.
- (g) Paid Service Advices (Rule 177). Except those asking for repetition or information. Nevertheless all Paid Service Advices shall be allowed on the route over the telegraph lines.
- (h) Urgent Radio-Telegrams but only over the routes of the telegraph system and subject to the application of these regulations.

321. Radio-Telegrams may also be transmitted to a ship with the object of being forwarded by post, the posting to take place from a port of call of the receiving ship.

Such Radio-Telegrams do not include any Radio-Telegraphic retransmission. The address of these Radio-Telegrams must be drawn up as follows :—

- (1) The paid instruction "poste" followed by the name of the port where the Radio-Telegram is to be posted.
- (2) Full name and address of the addressee.
- (3) Name of the Ship Station which is to carry out the posting.

Example.—Poste (1) Marseilles ; (2) T. Brown, 14, Newgate street, London ; (3) Moldavia.

Such Radio-Telegrams are liable to an additional charge for postage (*vide* Rule 278).

322. Radio-Telegrams may be exchanged with ships which are out of range by the aid of intervening ships :—

- (1) The number of retransmission is limited to two.
- (2) The charge for such telegram is the ordinary charge (*vide* Rules 317 and 318), plus 25 cents per word if only one retransmission is desired, and 50 cents per word if two retransmissions are desired. See also clauses (4) and (5).
- (3) The charge for retransmission is held as a deposit for settlement on receipt of information as to the number of retransmissions that were actually necessary.
- (4) The information required for the settlement can be obtained by post or by telegraph. In the former case an additional charge of 5 cents must be recovered, and in the latter 25 cents.
- (5) All telegrams requiring retransmission should bear the supplementary instruction "X transmissions lettre" or "X transmissions telegraphe," according as to whether the information for settlement of the deposit is required by post or by telegraph. These supplementary instructions are charged for each as three additional words.

Advice of Transmission to a Ship.

323. The sender of a Radio-Telegram to a ship can require that a notice of the date and time at which his telegram is transmitted from the Colombo Coast Station be notified to him by telegraph as soon as possible after its transmission. He should write on the form in the space for special instructions by sender, the abbreviation = 'PC' =. This abbreviation will be signalled to the Colombo Coast Station free, but a charge of 25 cents (to be prepaid in stamps) will be made for the advice which will be communicated to the sender at the address furnished on the original telegram. If the Radio-Telegram is forwarded through an intervening ship (Rule 322), the advice will furnish only the time of transmission to the first ship. In case of non-transmission, the sender will be advised in accordance with Rules 325, 326, and 327, and the special charge paid for the advice of transmission will be refunded on application.

Address.

324. The address of Radio-Telegrams to ships at sea should be as complete as possible. It must contain the following particulars :—

- (a) Name of addressee, with any further particulars that the sender may consider necessary for identification of the addressee.
- (b) Name of the ship as it appears in the first column of the Official List of Wireless Telegraph Stations.
- (c) Name of the Coast Station as it appears in the Official List of Wireless Telegraph Stations, *e.g.*, "Colombo Radio"—charged for as one word.

If the name of the ship is not known, it may, at the risk of the sender, be replaced by the particulars of its voyage determined by the name of the ports of origin and destination or by any other equivalent particulars.

In the address the name of the ship as it appears in the first column in the Nomenclature shall be counted in every case, and independently of its length, as one word. Similarly, the name of the Coast Station, when included in the address is counted and charged for as one word.

Procedure when Ship cannot be reached.

325. The sender of a Radio-Telegram to a ship may indicate the maximum period for which he desires the message to be kept at the Coast Station. In that case he should write before the address the instruction "X days" (charged for as one word) specifying the number of days, inclusive of the day of handing in of the telegram. If the ship does not communicate with the Coast Station within that period, the latter notifies the Office of Origin and the information is communicated to the sender.

326. If the sender does not specify any period, the Office of Origin will be informed by Service Advice on the morning of the 8th day after the despatch of the Radio-Telegram that it has not been possible to deliver the message to the ship of destination. The sender, to whom this information will be communicated by the Office of Origin may then, if he chooses, request by means of a Paid Service Advice to the Coast Station (payment being at the rate for Inland Telegrams) that the Radio-Telegram may be retained for a further period of nine days, and so on. If no such request is received the Radio-Telegram will be treated as undelivered at the end of the 9th day, not including the day of handing in.

327. If the Coast Station knows that the ship has passed beyond its range of transmission before the Radio-Telegram could be transmitted to it, the Office of Origin is notified; and the information will be communicated to the sender. For refund in this case, see Rule 329 (3). The sender may by Paid Service Advice request the Coast Station to transmit the Radio-Telegram when the ship next passes.

Preamble.

328. In all Radio-Telegrams, whether to or from ships, the word "Radio" should appear as the first word in Service Instruction, followed when necessary by the route.

In the transmission of Radio-Telegrams coming from a ship at sea, the day and hour of handing in at the Ship Station will be indicated in the preamble.

On forwarding over the telegraph system, the Coast Station inserts as the indication of the Office of Origin, the name of the Ship Station as it appears in the Nomenclature, and also, when the case arises, that of the last ship which served as an intermediary. These particulars are followed by the name of the Coast Station.

Reimbursements.

329. The full charge for a Radio-Telegram will be refunded when it is rendered useless through a fault of the Telegraph Service. The Post Office, however, does not undertake to reimburse the cost of a Radio-Telegram which reaches the ship of destination too late to be useful through no fault of the Telegraph Service.

Refunds will be governed by Rules 299–309, subject to the following stipulations :—

- (1) The time occupied in transmission by Radio-Telegraphy and the time during which the Radio-Telegram remains at the Coast Station or at the Ship Station are not reckoned in the periods of delay which give rise to refunds.
- (2) When the acknowledgment of the receipt of a Radio-Telegram has not reached the station which transmitted the Radio-Telegram, the charge is only refunded after it has been proved that the Radio-Telegram is one which gives rise to a refund.
- (3) If a Radio-Telegram cannot be delivered owing to the ship having passed out of range, the charge paid by the sender, less the charge for ordinary telegraphic communication, will be refunded.

Communication through Coast Station Abroad.

330. Radio-Telegrams can also be sent to ships through any of the under-mentioned Coast Stations abroad. The total charge for a Radio-Telegram to be sent to a ship through a Coast Station abroad is made up of—

- (i.) The Coast Station charge given in the following table.
- (ii.) The charge for transmission to the Coast Station given in the Tariff for Foreign Telegrams.
- (iii.) The ship charge, which is 25 cents per word, unless otherwise stated. For Radio-Telegrams to Italian vessels, the ship charge should be at the rate of 35 cents per word, with a minimum charge of 10 words per telegram. For Radio-Telegrams to German vessels, the minimum charge of 10 words per telegram should be collected. The ship charge for Radio-Telegrams sent to Austrian and Spanish vessels is 20 cents per word, with a minimum of Rs. 2.

Note.—The names of the Coast Stations as printed below are chargeable as one word in the address, and the addition of the name of a country is unnecessary —

	Coast Charge only.			Coast Charge only.		
	Each Word. Cents.	Minimum. Rs. c.		Each Word. Cents.	Minimum. Rs. c.	
AUSTRALIAN :—			MEDITERRANEAN COAST :—			
Perth radio ..	40	.. —	Gibraltar Rock ..	40	.. —	
BRITISH SOMALILAND :—			Malta ..	40	.. —	
Aden radio ..	40*	.. —	HONG KONG :—			
BURMA :—			Cape de Aguilar ..	40	.. —	
Diamond Island ..	40	.. —	INDIA :—			
Table Island ..				Bombay radio ..	40	.. —
Victoria Point ..				Calcutta radio ..		
BRITISH EAST AFRICA :—		Sandheads ..				
Mombasa ..	40	.. —	Karachi radio ..			
Kismayu ..	40	.. —	Madras radio ..			
COCHIN-CHINA :—			MESOPOTAMIA :—			
All stations ..	35	.. 3 50	Basra radio ..	50	.. —	
COCOS-KEELING ISLAND :—			SOMALILAND, BRITISH :—			
Cocos ..	40*	.. —	Berbera radio ..	40*	.. —	
DUTCH EAST INDIES :—			STRAITS SETTLEMENTS :—			
Sabang ..	40	.. —	Penang radio ..	40	.. —	
EGYPT :—			Singapore radio ..			
Alexandria radio ..	40†	.. —	SIAM :—			
Port Sudan ..	40†	.. —	Bankok radio ..	25	.. 2 50	

DEFERRED AND DAILY LETTER OR CABLE LETTER TELEGRAMS AT REDUCED RATES.

331. Deferred Telegrams are accepted for transmission to the places and at the rates notified (approximately half the ordinary rates) in the table of charges for Foreign Telegrams in the "Post Office Guide."

332. *Text.*—The text of Deferred Telegrams must be expressed wholly in plain language in one and the same language chosen from amongst the following of the languages admitted as plain language :—

- (a) French ;
- (b) The language or languages of the country of origin or of the country of destination, designated by the Administrations concerned ;
- (c) One or two languages which may be designated by the Administration of the country of origin or by the Administration of the country of destination, in addition to the languages indicated in section (b).

Any telegram containing numbers, names, or words without connected meaning and, in general, any telegram which does not of itself offer an intelligible sense to the Telegraph Service is not admitted to the benefit of the reduced rate. Registered addresses are accepted when they are accompanied by a text which makes their character clear.

333. *Figures.*—If numbers written in letters or in figures, commercial marks, or abbreviated expressions are employed, the number of such words and groups must not exceed one-third of the number of chargeable words in the text.

As an exception, in deferred telegrams originating in or destined for China, the text may be expressed wholly by means of groups of four figures taken from the official telegraph dictionary of the Chinese Administration, which will furnish to all State Administrations and private enterprises copies of the said dictionary showing, opposite each group of figures, the corresponding meaning in French.

334. *Paid Service Indications.*—All paid service indications are admitted in Deferred Telegrams, except that relating to urgency.

335. *The Charges applicable* to the various special services desired by the sender in connection with a Deferred Telegram (Paid Service Advice, conditions of delivery, RP, TC, &c.) are the same as for ordinary telegrams ; telegrams to follow, however, may be retransmitted at the reduced tariff for Deferred Telegrams if these telegrams are admitted between the Administration which retransmits and that of the new Destination. The corresponding paid service indications are charged for at the reduced tariff. Maritime Telegrams are not admitted as Deferred Telegrams.

* The British, Indian, and Colonial Government Radio-Telegrams exchanged with British ships of war are charged for at half the usual rates.. There is no ship charge for such telegrams.

† In the case of British, Indian, and Colonial Government Radio-Telegrams exchanged with British ships of war no coast station or ship charges are made.

336. *Declaration by Sender.*—The sender must sign on the telegram form a declaration categorically stating that the text is expressed wholly in plain language and bears no meaning other than that which appears on the face of it. The declaration must indicate the language in which the telegram is written.

According as the language used is French or one of the languages designated by the Administration of Destination or one of the languages designated by the Administration of Origin, the sender must write, before the address, one of the paid service indications LCF, or LCD, or LCO.

337. *Transmission.*—Deferred Telegrams are only transmitted after Non-urgent Private Telegrams and Press Telegrams.

338. *Delivery.*—Deferred Telegrams are delivered concurrently with full rate telegrams.

339. *Irregular Telegrams.*—When the Office of Destination observes that a telegram, bearing one of the paid service indications LCF or LCD does not comply with the conditions fixed in Rules 332 and 333, it may collect from the addressee a supplementary charge equal to the difference between the cost of the telegram at full rate and at deferred rate.

340. *Reimbursement.*—The minimum delay which gives a right to reimbursement of the charge for a Deferred Telegram is fixed at four times twenty-four hours.

341. *General Conditions.*—Telegrams at reduced rates are subject to all the rules for Ordinary Foreign Telegrams which do not conflict with the foregoing conditions.

342. Senders of Deferred Telegrams are advised to write them on the special forms, which can be obtained free of charge at all Telegraph Offices. When this is not done, the declaration required by Rule 332 above must be written.

343. (1) The following languages have been declared for Deferred Telegrams exchanged with the under-mentioned countries :—

AUSTRIA : German, Czech, Croatian, Italian, Polish, Roumanian, Ruthenian, Servian, Slavonian, Slovakian, and Slovenian.

BELGIAN CONGO : Flemish and French.

BELGIUM : Flemish and German.

BOLIVIA : English, French, Italian, Latin, and Spanish.

BOSNIA-HERZEGOVINA : Croatian, German, Hungarian, Servian, and Turkish.

BRAZIL : English and Portuguese.

BURMA : English and Portuguese.

CHILI : Spanish.

CHINA : For the nine places in the scheme ; English and German.

CYPRUS : English and Greek.

DENMARK : Danish and Icelandic.

DUTCH EAST INDIES : Dutch and Malay.

EGYPT : English.

EQUADOR : English, French, and Spanish.

FERNANDO PO : Spanish (Castilian).

FRENCH COLONIES in the scheme : French.

GIBRALTAR : English and Spanish.

GREECE : English, German, Greek, and Italian.

HUNGARY : Hungarian, German, Croatian, Italian, Roumanian, Ruthenian, Servian, and Slovakian.

ICELAND : Danish and Icelandic.

INDIA : English and Portuguese.

INDO-CHINA : French and Quoc-ngu (Annamite).

ITALY : Italian for Tripolitania.

LIBERIA : English.

MALTA : English and Italian.

MOROCCO (Cheriffen Offices) : English, French, German, Italian, and Spanish.

PANAMA (Republic) : English, French, and Spanish.

PERU : Spanish.

SOUTH AFRICA : English and Dutch.

SPANISH OFFICES IN MOROCCO : Spanish.

STRAITS SETTLEMENTS AND MALAY STATES : English and Malay.

SWITZERLAND : German and Italian.

URUGUAY : Spanish.

NOTES.—(1) It is understood that the French language can be accepted in any message, and that the English language is, except when special notification has been made on the subject, the only LCO or LCD for places in British territory.

(2) In the case of countries not enumerated above, but included in the scheme for Deferred Telegrams, the text must be in French or in the language of the country of origin or destination, provided that such language is included in the list of languages authorized for International Telegraphic Correspondence in plain language.

(3) The above conditions as to language apply also to DLT or Cable Letter Telegrams addressed to countries included in the scheme.

DAILY LETTER (DLT) OR CABLE LETTER SERVICE TO GREAT BRITAIN AND IRISH FREE STATE.

344. The places to which the service of DLT or Cable Letter Telegrams is in operation from Ceylon, and the rates, are notified below.

345. A plain language cable letter service is available between Ceylon on one side and Great Britain and the Irish Free State on the other *via* Eastern at quarter rate with a minimum charge for 20 words, *i.e.*, Rs. 7 per message, and 35 cents for each word after the first 20 words which would include the chargeable indication DLT referred to below. These Cable Letter Telegrams will be accepted on any day with normal delivery after 48 hours. These telegrams may be accepted on Sundays also with the proviso as regards delivery that they will be considered as handed in at 10 A.M. on following Monday. For example, a telegram handed in at Colombo at 8 A.M. on Monday would be delivered in London after 2.30 A.M. on Wednesday. In the opposite direction a telegram timed London 8 A.M., Monday would be dealt with in Ceylon after 1.30 P.M. on Wednesday. The prefix of this class of telegram will be DLT, and this indication will be charged as one word. It must be written before the address as in the case of LCO in Deferred Telegrams. Otherwise, conditions relating to Deferred Telegrams apply to this quarter rate service including concessions as to figures, commercial marks, and abbreviated expressions. Reply paid telegrams and paid service advices only are admitted in this service, and are charged for at full rates.

346. Telegraph Offices in Ceylon are not concerned as to whether the 48-hour period has expired or not before delivery is made, as the Eastern Telegraph Co. at Colombo will hold these telegrams till the 48-hour period is nearly up before transferring them to Government Telegraph Department.

347. Plain language cable letter service is also available between Ceylon and places mentioned in the annexed list, which also shows the corresponding rates of charges with a minimum charge for 20 words from all Post Offices in the Island, subject to the same conditions as for telegrams to Great Britain under Rule 481A. The date shown on such telegrams received in Ceylon from places in America will be the date that the telegram was received in London and not the date it was handed in in America.

348. Rates for DLT or Cable Letter Telegrams to certain places in Canada and the United States of America and other Countries :—

From Ceylon to	Minimum Charge	Charge for each
	for 20 Words.	Additional Word.
	Rs.	Cents.
British Central Africa (Nyasaland)	11	55
Canada—		
New Brunswick, Nova Scotia, Cape Breton, Ontario, Quebec, and Prince Edward Island	10	50
Manitoba	12	60
Alberta, Saskatchewan, Vancouver Island, and British Columbia (1st Zone)	12	60
Newfoundland	10	50
United States—		
1 Zone : Connecticut, Maine, Massachusetts, New Hampshire, New Jersey (Hoboken Jersey City Union Hill), New York City and Yonkers, Rhode Island, and Vermont	10	50
2 Zone : Columbia (District), Delaware, Maryland, New Jersey (other offices), New York State, and Pennsylvania	11	55
3 Zone : Alabama, Carolina (North and South), Florida (Pensa- cola), Georgia, Illinois, Indiana, Kentucky, Louisiana (New Orleans), Michigan, Minnesota (Duluth), Missouri (St. Louis), Ohio, Tennessee, Virginia, West Virginia, and Wisconsin	11	55
4 Zone : Arkansas, Colorado, Dakota (North and South), Florida (other offices), Iowa, Kansas, Louisiana (other offices), Minnesota (other offices), Missouri (other offices), Montana, Nebraska, New Mexico, Oklahoma, Texas, and Wyoming	12	60
5 Zone : Arizona, California, Florida (Key West), Idaho, Nevada, Oregon, Utah, and Washington State	12	60
Australia	11	55
Tasmania	11	55
New Zealand	12	60
Straits Settlement	6	30
British North Borneo	7	35
Sarawak	11	55
Union of South Africa—		
Durban	9	45
Other places	10	50
Southern Rhodesia	11	55
Northern Rhodesia	11	55
Kenya Colony—		
Mombasa and Killindini	9	45
Kismayu	13	65
Other places	10	50
Tanganyika	10	50
Zanzibar	9	45
Mauritius	9	45
Seychelles	9	45
Rodriguez	12	60
Cocos Island	12	60
Aden and Perin	6	30
Ascension <i>via</i> Malta	15	75
St. Helena	14	70
British West Africa—Bathurst	15	75
Gold Coast	17	85
Nigeria—Lagos	17	85
Sierra Leone—Freetown	15	75
Gibraltar (Europe)	7	35
Malta (do.)	7	35

Cable Letter Telegrams will also be accepted *via* London—Marconi, if so desired by senders, for Canada, Newfoundland, New York City, Boston, Mass., and Washington D. C. at the same rates and on the same conditions as those *via* North-Atlantic Cables published above.