



# THE CEYLON GOVERNMENT GAZETTE

No. 7,520 — FRIDAY, APRIL 9, 1926.

*Published by Authority.*

## PART I.—GENERAL.

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

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COLOMBO :

PRINTED AND PUBLISHED BY H. ROSS. COTTLE, GOVERNMENT PRINTER,  
GOVERNMENT PRINTING DEPARTMENT, CEYLON.

## PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

**W**HEREAS the Judges of the Supreme Court have, in exercise of the power vested in them by section 53 of "The Courts Ordinance, 1889," enacted the Rules of Court set forth in the schedule hereto:

And whereas the said Rules were, in pursuance of the said section laid before the Legislative Council; and whereas a period of forty days after their being so laid before the Legislative Council has elapsed, and the said Rules have not been annulled by the said Council:

The said Rules are hereby proclaimed in terms of the said Ordinance and shall come into effect, as from and after the date hereof.

Colombo, March 31, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

### SCHEDULE.

#### *Rules of Court.*

We, the Honourable Sir Charles Ernest St. John Branch, Knight, Chief Justice of the Island of Ceylon, and the Honourable Mr. Thomas Forrest Garvin, King's Counsel, Puisne Justice of the Supreme Court of the Island of Ceylon, and the Honourable Mr. Llewelyn Chisholm Dalton, Puisne Justice of the said Court, and the Honourable Mr. Adrian St. Valentine Jayewardene, King's Counsel, Acting Puisne Justice of the said Court, and the Honourable Mr. Lewis Mathew Maartensz, Acting Puisne Justice of the said Court, in pursuance and execution of the powers vested in us by "The Reciprocal Enforcement of Judgment Ordinance, No. 41 of 1921," and by section 53 of "The Courts Ordinance, 1889," and by every other power us thereto enabling do hereby frame, constitute, and establish the following rules:—

1. Any application under section 3 (1) of "The Reciprocal Enforcement of Judgment Ordinance, No. 41 of 1921," hereinafter called "the Ordinance," to have a judgment registered in the registering Court, shall be made to that Court by petition and affidavit as in an action of summary procedure under Chapter 24 of "The Civil Procedure Code, 1889." It shall be intituled as follows:—

#### *In the District Court of Colombo.*

In the matter of the Reciprocal Enforcement Judgment Ordinance, No. 41 of 1921, and in the matter of a Judgment of the \_\_\_\_\_ (describing the Court) obtained in \_\_\_\_\_ (describing the cause or matter) and dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

2. Except as in these Rules provided, and consistently with the provisions of the Ordinance, the proceedings upon such an application shall be regulated, so far as they can be, by "The Civil Procedure Code, 1889."

3. The petition shall exhibit the judgment or a verified or certified or otherwise duly authenticated copy thereof. It shall state that to the best of the information and belief of the deponent of the affidavit the judgment-creditor is entitled to enforce the judgment, and that the judgment does not fall within any of the cases in which under section 3 (2) of the Ordinance a judgment cannot properly be ordered to be registered. It shall, so far as the deponent can, give the full name, title, trade or business, and usual or last known place of abode or business of the judgment-creditor, and the judgment-debtor respectively. The judgment-debtor shall be made a respondent to the application.

4. If the Court is satisfied on the evidence exhibited or adduced that the material facts of the petition are *prima facie* established, and is of opinion that on the footing of these facts the petitioner is entitled to the order for which the petition prays, or any part thereof, and that in all the circumstances of the case it is just or convenient that the judgment should be enforced in the Colony, the Court shall order the judgment to be registered, and it shall be registered accordingly.

5. The order directing the judgment to be registered shall state that the judgment-debtor is entitled to apply to set aside the registration and shall appoint the time within which he is entitled to apply to set aside the registration, provided that it shall be competent to the Court, upon application or of its own motion from time to time to extend the period so appointed.

6. A copy of the order, together with a copy of the petition and affidavit, shall be served upon the judgment-debtor in the manner provided by section 379 of "The Civil Procedure Code, 1889." The copy of the order shall be deemed to be the notice of the registration of a judgment mentioned in section 3 (4) of the Ordinance.

7. If the Court is not satisfied on the evidence exhibited or adduced that the material facts of the petition are *prima facie* established, or is of opinion that on the footing of those facts the petitioner is not entitled to the relief which he asks for or that in all the circumstances of the case it is not just or convenient that the judgment should be enforced in the Colony, then, in any one of these cases, the Court shall refuse the petition.

8. (a) The judgment-debtor may at any time within the time appointed by the order directing the registration of the judgment, after service on him of the notice of registration of the judgment, apply by petition and affidavit to the Court to set aside the registration or to suspend the execution of the judgment registered. His petition and affidavit shall be intituled as in the petition and affidavit applying for registration of the judgment.

8. (b) Upon his petition and affidavit being presented to the Court it shall by its order appoint a day for the determination of the matter of the petition.

8. (c) A copy of the order of the Court upon the application to set aside the registration, together with a copy of the petition and affidavit, shall be served on the petitioner in the application for registration. Thereafter, the Court shall follow the procedure prescribed in Chapter 24 of the Civil Procedure Code, the applicant to set aside the registration being deemed to be the respondent in an action of summary procedure.

9. The Court if satisfied that the case comes within one of the cases in which under section 3 (2) of the Ordinance no judgment can be ordered to be registered, or that it is not just or convenient that the judgment should be enforced in the Colony, or for other sufficient reasons, may order that the registration be set aside or that execution of the judgment be suspended according to the provisions of the Ordinance on such terms as to costs and otherwise as it thinks fit. Or it may dismiss the application on such terms as to costs as it may think fit.

10. No execution shall issue on a judgment registered under the Ordinance until after the expiration of the time appointed by the Court for applying to set aside the registration after service on the judgment-debtor of the notice of the registration.

11. The fees payable in respect of all proceedings relating to the registration and enforcement of judgments under this Ordinance shall be the same as those specified in respect of proceedings of a similiar nature in the registering Court in its original jurisdiction and contained in Part II. of Schedule B of "The Stamp Ordinance, 1909," applying to Civil Proceedings in the District Court.

Dated at Colombo, this 18th day of November, 1925.

(Signed) ST. JOHN BRANCH, Chief Justice.

(Signed) THOMAS F. GARVIN, Puisne Justice.

(Signed) LL. C. DALTON, Puisne Justice.

(Signed) A. ST. V. JAYEWARDENE, Acting Puisne Justice.

(Signed) L. M. MAARTENSZ, Acting Puisne Justice.

I certify that this is a true copy of the Rules made by the Judges under the provisions of "The Reciprocal Enforcement of Judgment Ordinance, No. 41 of 1921," and section 53 of "The Courts Ordinance, 1889."

ST. JOHN BRANCH,  
Chief Justice.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

KNOW Ye that We, the Governor in Executive Council, in exercise of the powers vested in Us by section 26 of "The Co-operative Societies Ordinance, No. 34 of 1921," do hereby remit—

- (a) The stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of "The Kirimetiya Co-operative Society," "H. Don Carolis and Sons Employees, Co-operative Society, Limited," "Kottagoda-Godauda Co-operative Society," or by an officer or member of the said societies, and relating to the business of the said societies are chargeable as from February 24, 1926;
- (b) Any fee payable under the law of registration for the time being in force in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, March 31, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

## BY HIS EXCELLENCY THE GOVERNOR.

## A PROCLAMATION.

HUGH CLIFFORD.

**K**NOW Ye that We, the Governor in Executive Council, in exercise of the powers vested in Us by section 26 of "The Co-operative Societies Ordinance, No. 34 of 1921," do hereby remit—

- (a) The stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of "Sinna Kinniyah Co-operative Society," "Kuchchaveli Co-operative Society," "Muthur Co-operative Society," "Toppur Co-operative Society," "Sampur Co-operative Society," "Tamblegam Co-operative Society," "Sampaltivu Co-operative Society," or by an officer or member of the said societies, and relating to the business of the said societies are chargeable as from March 2, 1926;
- (b) Any fee payable under the law of registration for the time being in force in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, March 31, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

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

No. 130 of 1926.

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

Mr. H. W. CODRINGTON to the office of Government Agent and Fiscal, North-Western Province; Additional District Judge, Kurunegala; Superintendent of the Prison at Kurunegala; Member of the Board of Health, North-Western Province; and Local Authority under the Petroleum Ordinance for the North-Western Province, with effect from April 7, 1926, until further orders.

Mr. F. G. TYRRELL to be Additional Principal Collector of Customs, &c., with effect from April 9, 1926, until further orders.

Mr. G. W. J. PRAAT to act as Postmaster-General and Director of Telegraphs, Director of the Savings Bank, and Commissioner of the Loan Board, with effect from April 7, 1926, until the resumption of duties by Mr. M. S. SRESHTA, or until further orders.

Mr. S. D. KRISNARATNE to act as District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, during the absence of Mr. R. Y. DANIEL, from April 7 to 9, 1926, inclusive, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNA to act as District Judge, Commissioner of Requests, and Police Magistrate, Ratnapura, during the absence of Mr. H. E. JANSZ, from April 7 to 10, 1926, inclusive, or until the resumption of duties by that officer.

Mr. S. S. JAYAWICKREMA to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Matara, during the absence of Mr. E. T. DYSON, on April 6, 1926.

Mr. W. O. STEVENS to act, in addition to his own duties, as Commissioner of Requests, Colombo, during the absence of Mr. L. M. DE SILVA, from April 2 to 18, 1926, inclusive, or until the resumption of duties by that officer.

Mr. M. H. JAYATILEKE to act as Commissioner of Requests and Police Magistrate, Panadura, during the absence of Mr. R. ALUWIHARE, from April 10 to 15, 1926, inclusive, or until the resumption of duties by that officer.

Mr. S. C. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, and Assistant Superintendent of the Negombo Prison, during the absence of Mr. WALDO SANSONI, from April 9 to 13, 1926, inclusive, or until the resumption of duties by that officer.

Mr. R. A. H. DE VOS to act as Commissioner of Requests and Police Magistrate, Galle, and Municipal Magistrate, Galle, during the absence of Mr. N. E. ERNST, from April 9 to 12, 1926, inclusive, or until the resumption of duties by that officer.

Mr. E. G. M. GOONAWARDENA to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, during the absence of Mr. S. P. WICKRAMASINHA, from April 7 to 10, 1926, inclusive, or until the resumption of duties by that officer.

Mr. GLADWYN KOCH to act as Itinerating Police Magistrate, Western Province; Additional Police Magistrate, Colombo, Negombo, and Avissawella; and Additional Commissioner of Requests, Avissawella, with effect from April 7, 1926, until further orders.

Mr. S. SUBRAMANIAM to act as Additional Police Magistrate, Point Pedro, on April 10, 1926.

Mr. AELIAN W. PEREIRA to act as Municipal Magistrate, Colombo, during the absence of Mr. E. M. C. JOSEPH, from April 12 to 17, 1926, inclusive, or until the resumption of duties by that officer.

The Notification dated April 1, 1926, published in the Gazette of the same date is cancelled as regards the appointment of Mr. PEREIRA to act as Municipal Magistrate, Colombo, from April 7 to 10, 1926.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, April 9, 1926.A. G. M. FLETCHER,  
Colonial Secretary.

No. 131 of 1926.

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

The Hon. Mr. D. H. KOTALAWALA.  
Mr. P. HENTY.  
Mr. A. E. MILLS.  
Mr. A. FELLOWES GORDON.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 7, 1926. Colonial Secretary.

No. 132 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint DON BENNIE WILLIAM WIJEGONWARDENE to be an Inquirer for Pasdun korale east, in place of Mr. P. B. DELDENIYA, resigned.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, March 31, 1926. Colonial Secretary.

No. 133 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint LOKU BANDA PITAWELA, Korala of Aralupitiya, to be an Inquirer for the Aralupitiya and Palwatta korales in the Bintenna division of Badulla District.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 8, 1926. Colonial Secretary.

No. 134 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint PITAWELA WASALA EKANAYAKA MUDIYANSELAGE EKANAYAKA, Korala of Bintenna, to act as Inquirer for the Bintenna division of the Badulla District, for a period of three months from April 1, 1926, *vice* W. M. U. BANDA.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 8, 1926. Colonial Secretary.

No. 135 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. RICHARD NADORIS JINENDRADASA of Colombo to be a Notary Public throughout the judicial division of Kandy, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 1, 1926. Colonial Secretary.

No. 136 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON CYRIL WIJEYESINGHE of 2, Hulftsdorp, Colombo, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 1, 1926. Colonial Secretary.

No. 137 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. GEORGE EMMANUEL MENDIS of "Modera Walauwa," Mutwal, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, March 30, 1926. Colonial Secretary.

No. 138 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. MADAPPULIARACHCHIGE BASTIAN CYRIL FERNANDO WIJAYWARDENE of Nainamadama to be a Notary Public throughout Panadure totamune of Kalutara District, with residence and office at Nalluruwa, and to practise as such in the Sinhalese language.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, March 30, 1926. Colonial Secretary.

No. 139 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. ADDISON SERASINGHE GUNAWARDENA of 126, Hulftsdorp, Colombo, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, March 30, 1926. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. WALTER DOUGLAS GODSALL as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Kegalla District of the Province of Sabaragamuwa, with effect from March 30, 1926, *vice* Mr. LEOPOLD JAMES DE SILVA SENEVIRATNE, transferred. His office will be at the Kacheheri, Kegalla.

By order,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, March 30, 1926. Colonial Secretary.

IT is hereby notified that I have confirmed RAJAPAKSHE APPURALA GAMARALAGE MUDALIHAMY in his appointment as Registrar of Births and Deaths of Matombuwa korale north division, and of Marriages (Kandyan and General) of Hurulu palata division, in the Anuradhapura District of the North-Central Province, with effect from April 1, 1926.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, March 26, 1926. Registrar-General.

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

Mr. CHARLES ALPHIN EDIRISINGHE to act as Additional Registrar of Lands, Galle, for eleven days from April 7, 1926, during the absence of the Additional Registrar, Mr. G. A. JAYAWARDHANA, on leave.

Registrar-General's Office,  
Colombo, March 31, 1926.

A. W. SEYMOUR,  
Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed KURUPPU APPUHAMILLEGE EDWIN PERERA to act as Registrar of Births and Deaths of Bemulla division, and of Marriages (General) of Meda pattu of Siyane korale west division, in the Colombo District of the Western Province, for eighteen days from March 24, 1926, during the absence of the Registrar, KURUPPU APPUHAMILLEGE ELIAS PERERA, on leave. His office will be at Batadombagahawatta in Pattalagedara.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON PODISINGHO EKANAYAKA to act as Registrar of Births and Deaths of Mabodale division, and of Marriages (General) of Dasiya pattuwa of Alutkuru korale north division, in the Colombo District of the Western Province, for fifteen days from March 26, 1926, during the absence of the Registrar, DAMUNUPOLA APPUHAMILLEGE ARIYAPALA JAYAWARDANA, on leave. His office will be at Kosgahawatta in Watinapaha.

The Additional Assistant Provincial Registrar, Colombo, has appointed LIYANAGE CLEMENT DE SILVA to act as Registrar of Births and Deaths of Otara West division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for two days from March 30, 1926, during the absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluwakotuwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON BASTIAN SENANAYAKE to act as Registrar of Births and Deaths of Talpitibadda division, and of Marriages (General) of Panadure totamune division, in the Kalutara District of the Western Province, for six days from March 26, 1926, during the absence of the Registrar, LLEPERUMAGE DON ARNOLIS, on leave. His office will be at Delgahawatta in Mahawila.

The Additional Assistant Provincial Registrar, Kalutara, has appointed WEERASURIYA JAYAWARDANE SEMBUKUTTI-PATABENDIGE HENRY FRANCIS DE SILVA to act as Registrar of Births and Deaths of Alutgambadda and Malawanbadda division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for nine days from March 27, 1926, during the absence of the Registrar, WEERASURIYA JAYAWARDANE SEMBUKUTTI-PATABENDIGE BASTIAN DE SILVA, on leave. His office will be at Palliyawatta in Alutgama East.

The Additional Assistant Provincial Registrar, Galle, has appointed KALUTOTAGEI CYRUS DE SILVA to act as Registrar of Births and Deaths of Talpe division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on March 29, 1926, during the absence of the Registrar, KALUTOTAGEI GIRIGORIS DE SILVA, on leave. His office will be at Galgamuwewatta at Kalahe.

The Additional Assistant Provincial Registrar, Galle, has appointed NIKULAS JAYAWARDANA 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, on March 30, 1926, during the

absence of the Registrar, WITANAWASAN GEERIS DE SILVA, on leave. His office will be at Talagahawatta in Tellambure.

The Additional Assistant Provincial Registrar, Galle, has appointed DON JAMES DISSANAYAKA to act as Registrar of Births and Deaths of Dellawa division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for twenty-four days from April 7, 1926, during the absence of the Registrar, PEIRIS ABEYGUNAWARDENA, on leave. His office will be at Pahalagedarawatta in Dewalegama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DAVID MARTIN DEWARAJA to act as Registrar of Births and Deaths of Ranna division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for eight days from March 24, 1926, *vice* the Registrar, DON DAVIT MATANGAWIRA, resigned. His office will be at Suriyagahawatta in Ranna and additional office at Mahadombewatta in Welleode on every Saturday.

The Additional Assistant Provincial Registrar, Hambantota, has appointed SIRISENA SAMARAKON SINGAPPULI to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on March 26, 1926, during the absence of the Registrar, JOHANNES ABRAHAM SINGAPPULI, on leave. His office will be at Angahawatta in Mahahilla; additional office : Galhiressewatta in Waharaggoda.

The Assistant Provincial Registrar, Jaffna, has appointed ARUNASALAM KASIPPILLAI to act as Registrar of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for fourteen days from March 24, 1926, during the absence of the Registrar, VIRAVAKU MUDALIYAR CHITTAMPALAM, on leave. His office will be at Kayavalaikkuli in Chavakachcheri.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed LANSAKARA ATAPATTU WASALA TENNAKON MUDIANSSELAGE MUTU BANDA to act as Registrar of Births and Deaths of Divigandaha korale division, and of Marriages (General) of Hiriyaala hatpattu division, in the Kurunegala District of the North-Western Province, for eight days from March 25, 1926, during the absence of the Registrar, LANSAKARA ATAPATTU WASALA TENNAKON MUDIANSSELAGE TIKIRI BANDA, on leave. His office will be at Balagolla.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed KORALLAGE APPUSINNO to act as Registrar of Births and Deaths of Kinyama and Karandapattu korales divisions, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for six days from March 26, 1926, during the absence of the Registrar, SINGAKKUTTI MUDIANSSELAGE GUNARATH BANDA, on leave. His office will be at Bowatta.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed HERAT MUDIANSSELAGE APPUHAMY to act as Registrar of Births and Deaths of Yagam pattu north division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for two days from March 26, 1926, during the absence of the Registrar, SEBAN PERERA GOONETILLEKE, on leave. His office will be at Daminagahawatta in Bingiriya.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed BANDAPPUHAMY TELESINGHE to act as Registrar of Marriages (General) of Pitigal korale south division, in the Chilaw District of the North-Western Province, for three days from April 1, 1926, during the absence of the Registrar, HARAMANIS SINNO TELESINGHE, on other-duty. His office will be at Nattandiya.

Registrar-General's Office,  
Colombo, March 31, 1926.

A. W. SEYMOUR,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

### "THE CEYLON MEDICAL COLLEGE ORDINANCE, 1905."

**R**ULE made by the Council of the Ceylon Medical College, under section 14 of "The Ceylon Medical College Ordinance, 1905," and approved by His Excellency the Governor and the Executive Council.

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

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

#### RULE REFERRED TO.

Rule 3 of the rules made under section 14 of "The Ceylon Medical College Ordinance, 1905," and published by Notification dated September 27, 1924, in *Government Gazette* dated October 3, 1924, is hereby repealed, and the following substituted therefor:—

3. The Pre-Medical Examination shall include the subjects of Chemistry, Physics, and Biology, and shall be held twice a year in Colombo, in the months of March and September. This examination shall be conducted by a Board of Examiners consisting of the Professors in Chemistry and Physics and the Lecturers in Botany and Zoology at the University College, the Government Analyst, the Registrar of the Ceylon Medical College, and the Director or the Deputy Director of Medical and Sanitary Services. The standard of the examination shall be, as far as possible, that of the First Professional Examination of the Ceylon Medical College as held hitherto. A course of instruction in the subjects of the Pre-Medical Examination must be taken either at the Ceylon University College or at any other College or school in which the teaching and equipment provided for instruction are of a standard approved by the Ceylon Medical College Council. Details of the scope and duration of the course of study necessary for this examination shall be furnished by the Registrar of the Ceylon Medical College on application to him.

### "THE PRISONS ORDINANCE, 1877."

**R**ULES made by His Excellency the Governor, acting with the advice of the Executive Council, under the provisions of the above-named Ordinance.

By His Excellency's command,

Colombo, April 1, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

#### RULES REFERRED TO.

1. Rule 245 of the General Rules, made under "The Prisons Ordinance, 1877," published by Notification dated June 11, 1913, in *Government Gazette* No. 6,574 of August 1, 1913, is hereby repealed, and the following rule substituted therefor:—

245. No books or printed papers shall be admitted into any prison for the use of prisoners, except by permission of the Superintendent, and the Jailer shall keep a catalogue of all books and printed papers admitted into the prison. No prisoner shall be allowed to have in his possession more than three books (including a Bible, or other religious book) at a time.

2. Rules 291 to 298 of the said General Rules published as aforesaid are hereby repealed, and the following rules substituted therefor:—

291. (a) Every prisoner shall, on admission to prison immediately after conviction, serve in the penal stage which shall last one month, unless extended under the provisions of rule 260 or 298. Prisoners in the penal stage shall be employed within the prison walls at stone-breaking or coconut husk beating. They shall receive penal diet for the period passed in the penal stage, and shall be entitled to promotion to Class IV. on completing that stage.

(b) Prisoners in Class IV. shall be eligible for employment outside the prison walls. They shall receive ordinary diet No. 1. Unless detained under the provisions of rule 260 or 298, a prisoner having served eleven months in Class IV. shall be entitled to be promoted into Class III.

(c) Prisoners in Class III. shall be eligible for employment outside the prison walls. They shall receive ordinary diet No. 2. Prisoners in Class III. can also earn 8 (eight) remission marks per diem. Unless detained under the provisions of rule 260 or 298, a prisoner having served for a year in Class III. shall be entitled to be promoted into Class II.

292. (a) Prisoners in Class II. shall be eligible for employment outside the prison walls. They shall receive ordinary diet No. 2, and shall be entitled to pay at the rate of 50 cents per month, provided that the Superintendent is satisfied with their conduct and industry, an entry to this effect being made by the Superintendent in prisoners' records.

(b) Prisoners having served six months in Class II. shall be entitled to one good conduct badge and pay at the rate of 75 cents per month, provided that the Superintendent is satisfied with their conduct and industry, an entry to this effect being made in their records by the Superintendent. Prisoners having served one year in Class II. shall, unless detained under the provisions of rule 260 or 298, be promoted to Class I.

293. (a) Prisoners in Class I. shall be eligible for employment outside prison walls. They shall receive ordinary diet No. 2. They shall be entitled to two good conduct badges and pay at the rate of Re. 1 per month, provided that the Superintendent is satisfied with their conduct and industry, an entry to this effect being made by the Superintendent in the prisoners' records.

(b) Prisoners having served six months in Class I. shall be entitled to three good conduct badges and pay at the rate of Re. 1.25 per month, provided that the Superintendent is satisfied with their conduct and industry, an entry to this effect being made by the Superintendent in the prisoners' records.

(c) Prisoners having served one year in Class I. shall be entitled to four good conduct badges and pay at the rate of Re. 1.50 per month, provided that the Superintendent is satisfied with their conduct and industry, an entry to this effect being made by the Superintendent in the prisoners' records. They shall be eligible for employment as hospital orderlies, outposts, night patrols in wards, provided they have not been previously convicted (provided that a conviction under Ordinance No. 31 of 1884 shall not be deemed a previous conviction).

(d) Prisoners having served eighteen months in Class I. shall be entitled to pay at the rate of Re. 1.75 per month, provided the Superintendent is satisfied with their conduct and industry, an entry to this effect being made by the Superintendent in prisoners' records.

(e) Prisoners having served two years in Class I., and till release, shall be entitled to pay at the rate of Rs. 2 per month, provided the Superintendent is satisfied with their conduct and industry, an entry to this effect being made by the Superintendent in the prisoners' records.

294. Prisoners having served in Class I. for a period of thirty months shall be eligible for appointment as disciplinary prison orderlies, and shall be entitled to pay at the rate of Rs. 2.50 per month during the tenure of such appointments, provided the Superintendent is satisfied with their conduct and industry, an entry to this effect being made by the Superintendent in the prisoners' records. No prisoner who has been previously convicted shall be eligible for such appointment, provided that a conviction under Ordinance No. 31 of 1884 shall not be deemed a previous conviction.

295. It shall be competent for the Superintendent to appoint any specially qualified prisoner an instructor in a trade party, subject to the approval of the Inspector-General of Prisons. Any prisoner so appointed shall be entitled to pay at the rate of 50 cents per month in addition to any pay he may be entitled to under these class rules, provided that the total of such pay shall not exceed Rs. 2.50 per month as authorized by the preceding rule. All such appointments shall be entered by the Superintendent in prisoners' records.

296. (a) All money earned by prisoners is subject to deductions for tools, material, equipment, clothing, bedding, &c., lost through negligence or wilfully damaged by prisoners responsible for such articles. Deductions will be made only on the order of the Superintendent who will make the necessary entry in prisoners' records:

(b) Prisoners in Class I. or Class II. whose conduct or industry is not satisfactory shall be reduced to such lower class and/or forfeit such good conduct badges as the Superintendent may deem necessary, but not below that of Class III., until the conduct and industry of the prisoners is satisfactory to the Superintendent. All reductions in class, and the forfeiture of badges, shall be entered in prisoners' records by the Superintendent.

(c) Prisoners in Class I. who have exemplary characters shall be allowed to spend up to half their monthly earnings on the purchase of books or/and additions to their diets, should they so desire, or to send it to their families.

(d) All money standing to the credit of prisoners shall be paid to them on their discharge.

297. (a) Every prisoner shall, on admission to prison immediately after conviction, serve in the penal stage which shall last one month, unless extended under the provisions of rule 260 or 298. Prisoners in the penal stage shall be employed within the prison walls at stone-breaking or coconut husk beating. They shall receive penal diet for the period passed in the penal stage, and shall be entitled to promotion to Class IV. on completing that stage.

(b) Prisoners in Class IV. shall be eligible for employment outside the prison walls. They shall receive ordinary diet No. 1. Unless detained under the provisions of rule 260 or 298, a prisoner having served eleven months in Class IV. shall be entitled to be promoted into Class III.

(c) Prisoners in Class III. shall be eligible for employment outside the prison walls. They shall be entitled to ordinary diet No. 2. Prisoners in Class III. can also earn 8 (eight) remission marks per diem. Unless detained under the provisions of rule 260 or 298, a prisoner having served for a year in Class III. shall be entitled to be promoted into Class II.

(d) Prisoners in Class II. shall be eligible for employment outside prison walls. They shall receive ordinary diet No. 2. Unless detained in accordance with rule 260 or 298, a prisoner having served one year in Class II. shall be entitled to be promoted to Class I.

(e) Prisoners in Class I. shall be eligible for employment outside the prison walls. If employed as artisans, sleggers, or miners, they shall, if the Superintendent is satisfied with their conduct and industry, be allowed 50 cents a month, to be paid on discharge, such earning however being liable to deduction for tools lost or damage done; if not employed in these capacities they shall be entitled to a cent for each day on which they have earned full marks. They shall receive ordinary diet No. 2.

298. Days spent in hospital for a sickness due to a prisoner's fault or vice, or pending result of appeal, shall not be counted as days spent in the class to which the prisoner belongs. Days spent in hospital for a sickness not due to prisoner's fault or vice shall be counted as days spent in the class to which prisoner belongs. Prisoners detained pending appeal shall receive the diet approved for unconvicted prisoners and shall wear prison clothes.

3. Sub-section (d) of rule 315 of the said General Rules published as aforesaid is hereby repealed, and the following sub-section substituted therefor:—

(d) Prisoners employed as D. P. O.'s and hospital orderlies shall wear the same dress as other prisoners with the addition of—

For D. P. O.'s: A blue sash, three inches wide, worn over the right shoulder and under left arm.

For Instructors: A blue sash, three inches wide, with a red edging half an inch wide, worn over the right shoulder and under left arm.

For Hospital Orderlies: A tin badge with the letters "H. O." in white on a black ground, to be worn on the right breast.

#### ORDINANCE NO. 17 OF 1869.

HIS Excellency the Governor has, in exercise of the power vested in him by section 16A of Ordinance No. 17 of 1869, been pleased to amend the schedule to the order dated July 28, 1924, relating to the exemption of the Consular Officers of the countries named therein from payment of Customs duty, on the goods there noted against each, published in the *Ceylon Government Gazette* No. 7,408 of August 1, 1924, by including "Finland" in the 1st section of the said schedule, viz.:—

"All goods officially supplied by their respective Governments for the use of such Consular Officers."

Colonial Secretary's Office,  
Colombo, March 31, 1926.

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



## "THE CEYLON TELEGRAPH ORDINANCE, 1908."

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

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

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

## Rule referred to.

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

## TELEPHONE CALL OFFICE AT KOSGODA POST OFFICE.

## Scale of Charges for Three Minutes' Conversation.

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

	Rs. c.
Between Kosgoda and Ambalangoda and Beruwala .. .. .	0 15*
Maggonna and Paiyagala .. .. .	0 15
Baddegama, Elpitiya, Galle, Gintota, Kalutara, Magalla, Neboda, Panadure, Tebuwana, Wadduwa, and Unawatuna†	0 25
Bandaragama, Colombo, Dehiwela, Habaraduwa, Horana, Ingiriya, Kelaniya, Kesbewa, Kotte, Matara, Moratuwa, Mount Lavinia, Ragama, Wattala, Weligama, Dondra, Frocester,† Kadawata,† and Mirissa†	0 50
Avissawella, Hakmana, Kamburupitiya, Kochchikade, Negombo, Padukka, Wennappuwa, and Hanwella†	0 75
Alawwa, Chilaw, Kegalla, Kurunegala, Marawila, Mawanella,† Nattandiya, Polgahawela, and Rambukkana†	1 0
Aranayake† Galaha, Hewaheta, Kandy, Kandy-Sub, Katugastota, Kiriella, Kundasale, Mawatagama, Narammala,† Peradeniya, Ratnapura, Teldeniya, Wattegama, Wariyapola, and Rambodagala†	1 25
Craighead, Dolosbage, Elkaduwa, Galagedera, Gampola, Kotmale, Lochnagar, Madulkele, Matale, Mousagalla, Nawalapitiya, Panwila, Pussellawa, Ramboda, Rangala, Somerset, Urugala,† Mahawela,† Rattota,† and Gammaduwa†	1 50
Agrapatna, Ambegamuwa, Bogawantalawa, Hatton, Kotagala, Maskeliya, Norwood, Punduloya, Radella, Talawakele, Tillicoultry, Watagoda, Watawala, and Anuradhapura†	1 75
Kandapola, Maturata, Nanu-oya, Nuwara Eliya, Ragalla, and Uda-pussellawa	2 0
Bandarawela, Diyatalawa, Golconda, Haputale, and Nagawatta	2 25
Between Kosgoda and Trincomalee†	2 50 .

\* From Call Office also 15 cents.

† To be opened shortly.

## "THE CEYLON TELEGRAPH ORDINANCE, 1908."

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

Colonial Secretary's Office,  
Colombo, March 27, 1926.

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

## Rule referred to.

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

## TELEPHONE CALL OFFICE AT HANWELLA POST OFFICE.

## Scale of Charges for Three Minutes' Conversation.

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

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

\* From Call Office also 15 cents.

† To be opened shortly.

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the transport of materials, &c., from May 1, 1926, to September 30, 1926, to and from the under-mentioned places in the Negombo District :—

	Time required. No. of Days.	Rate for Ironwork. Per cwt. per mile.	Other Materials. Per cwt. per mile (rate for).	Ironwork or other Stores weighing from over 28 lb. to 10 cwt. and under. Rate per mile per load of 10 cwt. or under.	Stores weighing 28 lb. and under. Rate for Cooly Transport per parcel of 28 lb. or under per mile.
(a) Between District Engineer's Office, Negombo, and Giriulla bridge					
(b) Between District Engineer's Office, Negombo, and Mirigama					
(c) Between District Engineer's Office, Negombo, and Veyangoda-Kandy road junction					
(d) Between District Engineer's Office, Negombo, and 8th milepost, Colombo-Negombo road					
(e) Between District Engineer's Office, Negombo, and any point on the Minuwangoda-Divulapitiya road					
(f) Between District Engineer's Office, Negombo, and any point on the Divulapitiya-Kotadeniya road					
(g) Between District Engineer's Office, Negombo, and any point on the Nagoda-Jaela road					
(h) Between District Engineer's Office, Negombo, and any point on the Kotadeniya-Mugurugampola road					
(i) Between District Engineer's Office, Negombo, and any point on the Mirigama-Giriulla road					
(j) Between District Engineer's Office, Negombo, and any point on the Mirigama-Pasyala road					
(k) Between District Engineer's Office, Negombo, and any point on the Nagoda-Gampaha-Miriswatta road					
(l) Between District Engineer's Office, Negombo, and any point on the Negombo to Toppu bridge road					
(m) Between District Engineer's Office, Negombo, and any point on the Ekala-Gampaha road					
(n) Between District Engineer's Office, Negombo, and any point on the Walbotale-Keenadeniyawa road					

Note.—(i.) Mileage will be reckoned one way only,  $\frac{1}{2}$  a mile and less being omitted and over  $\frac{1}{2}$  a mile being taken as one mile.

(ii.) Distance for payment will be reckoned by the shortest route over Public Works Department roads.

(iii.) If two routes or two rates apply to any transport the lesser will be adopted.

2. Tenders must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Negombo, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and duplicate addressed to the District Engineer, Negombo, endorsed on the outside "Tender for Transport of Materials, Negombo District," so as to reach the offices of the foregoing officers on or before 12 noon on April 23, 1926.

3. Before any tender is accepted, the contractor will be required to sign a contract to execute and carry out the work in accordance with the general conditions therein set forth, and to deposit a sum of Rs. 50 for the due and faithful performance of the contract. The terms of the contract can be ascertained on reference to the Provincial Engineer, Western Province, Colombo, or the District Engineer, Negombo.

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

5. 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.

6. Government does not bind itself to accept the lowest or any of the tenders submitted, nor to give all the work to any one contractor.

Public Works Office,  
Colombo, April 1, 1926.

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

**TENDERS** are hereby invited for the survey and levels including longitudinal section and cross sections 100 feet apart of the Galle-Baddegama road, 3rd to 12th mile, in the Galle District, 9 miles in length.

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

3. Tenders must be marked "Tender for the Survey, &c., of the Galle-Baddegama road" in the left hand top corner of the envelope, and should reach the offices of the Provincial Engineer, Southern Province, Galle, and the District Engineer, Galle, not later than midday on April 20, 1926.

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

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

6. Specifications may be seen and further information obtained on application at the Office of the Provincial Engineer, Southern Province, Galle, any week day between the hours of 8 A.M. and 4 P.M. Preliminary inquiries may be made at the Office of the Director of Public Works, Colombo.

7. The work to be completed and plans and sections handed in to the Provincial Engineer, Southern Province, Galle, within three months of the date of order to commence the work.

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

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

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

Public Works Office,  
Colombo, April 1, 1926.

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

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

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

4. Tenders should be marked "Tender for the Supply of Transport Casks" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on Tuesday, April 20, 1926.

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

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

7. Payment will be made on delivery.

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

the Excise Commissioner, or his duly authorized representative that his tender has been accepted, such deposit will be forfeited, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned after the contract has been signed.

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

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

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

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

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

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

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

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

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

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

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

T. W. ROBERTS,  
Excise Commissioner.

Office of the Excise Commissioner,  
Colombo, March 31, 1926.

**TENDERS** are hereby invited for the supply of provisions to the Jails named in the schedule hereunder for the period of one year commencing from October 1, 1926, and terminating on September 30, 1927.

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

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

4. Tenders should be marked "Tender for the Supply of Provisions to the Jail," in the left hand top corner

of the envelope, and should reach the Office of the Controller of Revenue not later than midday on the dates apportioned for the closing of tenders for each Jail.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Inspector-General of Prisons, Colombo, or to the Superintendent of the Prison, 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 either at the Treasury or at any Kacheheri, and a receipt produced for the same before any form of tender is issued. No deposits for tender forms will be accepted by the Prisons Department. 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 from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon completion of the contract.

7. If required, samples must be deposited.

8. The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract. The amount deposited for tender forms will form part of the security.

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

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

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

12. 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.

13. Any further information can be obtained on application to the Inspector-General of Prisons, Colombo, or to the Superintendent of Prison concerned.

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

15. All tenders for imported articles will be accepted only on the condition that the tenderer shall give the Government the benefit of any decrease in the Customs duties made after the signing of the tender, and up to the expiry of the contract entered into hereafter, and the Government likewise undertakes to pay over and above the tendered rate such sum as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

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

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

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

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

A. F. G. WALKER,  
Colombo, March 29, 1926. Inspector-General of Prisons.

SCHEDULE REFERRED TO.

Date of closing the Tender : April 27, 1926.

Name of Jail.	Amount of	
	Tender Deposit.	Security.
	Rs.	Rs.
Welikada ..	500	4,000
Mahara ..	400	3,000
Hulftsdorp ..	100	500

Date of closing the Tender : May 4, 1926.

Negombo ..	100	500
Galle ..	100	500
Jaffna ..	200	1,000
Batticaloa ..	50	250

Date of closing the Tender : May 11, 1926.

Anuradhapura ..	100	500
Badulla ..	50	250
Kandy ..	400	2,000

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, 1926.

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 April 27, 1926.

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

7. If required, samples must be deposited.

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

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

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

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

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

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

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

J. F. E. BRIDGER,

Director of Medical and Sanitary Services.

Colombo, April 7, 1926.

SCHEDULE REFERRED TO.

Services.	Tender	Security.
	Deposit. Rs.	Rs.
Supply of uncooked provisions, without milk, to the following Institutions:—		
(1) Lunatic Asylum, Angoda ..	1,000	2,000
(2) General Hospital, Colombo (non-paying section) ..	1,000	2,000
(3) General Hospital, Colombo (paying section) ..	500	1,000
(4) Infectious Diseases Hospital, Angoda ..	250	500
(5) Lady Havelock Hospital, Colombo ..	500	1,000
(6) Victoria Memorial Eye Hospital, Colombo ..	200	400
(7) Borella Female and Police Hospital ..	200	400
(8) De Soysa Lying-in Home, Colombo ..	200	400

**TENDERS** are hereby invited for the supply of timber in the log during 1925-26. Details of work and the area of exploitation are given in the schedule below—

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 Supply of Timber in the Log, Southern Division (East), 1925-26," in the left hand top corner of the envelope and should reach the Office of the Controller of Revenue, not later than midday, on Tuesday, May 4, 1926.

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

6. A deposit of Rs. 20 will be required to be made either at the Treasury or a Kachcheri, and a receipt for same produced or forwarded before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or to furnish approved security within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract.

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other necessary information can be

ascertained upon application at the offices referred to in section 5. A further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into the bond.

9. A rate for timber in the log per cubic foot, must be quoted written both in words and figures.

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

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

12. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained.

13. The contractor must not issue a power of attorney to a person whose name is in the list of defaulting contractor, authorizing him to carry on the work.

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

15. For any further information, and for inspection of the draft contract, application should be made to the offices referred to in section 5 above.

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

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

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

GENERAL CONDITIONS.

(a) Trees are to be felled within one foot of the ground by saw or saw and axe combined.

(b) Only such trees as are marked and stamped by a Forest Officer are to be felled.

(c) All logs should be straight and sound throughout free from shakes large or loose knots.

(d) Rejected timber will not be paid for but will lapse to Government as well as all refuse wood in the area under operation.

(e) The tenderers are to initial and date the enumeration list on the day they obtain tender forms.

(f) The contractor will be liable to a fine of Rs. 20 for every tree not felled on or before July 30, 1926. He will also be liable to a similar fine for every log undelivered at the final delivery depôt by September 15, 1926.

SCHEDULE.

To fell, log, bark, trim, transport and deliver at Matara Railway Station depôt 2,000 cubic feet of satin timber in the log and 1,250 cubic feet of palu timber in the log from the enumerated trees standing in Uswewa forest of the Hambantota District. The minimum dimensions of the logs are 12 feet in length and 4 feet mid girth. The area of operation is bounded on the north by cart road from Talawa to Uswewa, south by footpath from Debokkawa to Iswewa and Dissawagegama village, east by Uswewa and Amatungama villages, and west by Debokkawa village.

The distance of transport to Matara Railway Station is 16 miles to Hungama and thence 34 miles to Matara.

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, March 31, 1926.

## SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned unserviceable article will be sold by public auction at the Government Saltern at Elephant Pass on Thursday, May 6, 1926, at 10 A.M. :—

1 oil can.

Office of the Salt Adviser,  
Colombo, March 30, 1926.

T. G. HUNTER,  
Acting Salt Adviser.

NOTICE is hereby given that two wooden chekkus in good working order belonging to Jaffna Jail will be sold by public auction at the reclamation grounds on Monday, May 10, 1926, at 11 A.M.

Jaffna Prison,  
March 31, 1926.

WALTER H. ROBINSON, Major,  
Superintendent.

NOTICE is hereby given that the following private properties of long-sentenced and deceased prisoners of Bogambra Prison will be sold by public auction at the jail premises on April 24, 1926, at 11 A.M. :—

24 sarongs  
10 coats  
19 banians  
10 handkerchiefs  
11 shirts  
2 towels  
9 cloths  
14 belts

3 pairs trousers  
3 pairs shoes  
3 pairs socks  
3 hats  
1 pair shorts  
4 rags  
2 caps  
2 coloured ties

Kandy, April 3, 1926.

C. P. BROHIER,  
Superintendent.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended March 27, 1926.

**Births.**—The total births registered in the city of Colombo in the week were 152 (2 Europeans, 10 Burghers, 83 Sinhalese, 25 Tamils, 19 Moors, 8 Malays, and 5 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1926, viz., 257,473) was 30·8, as against 26·5 in the preceding week, 32·9 in the corresponding week of last year, and 29·9 the weekly average for last year.

**Deaths.**—The total deaths registered were 125 (2 Europeans, 4 Burghers, 75 Sinhalese, 20 Tamils, 17 Moors, 2 Malays, and 5 Others). The death-rate per 1,000 per annum was 25·3, as against 26·7 in the previous week, 31·7 in the corresponding week of last year, and 30·3 the weekly average for last year.

**Infantile Deaths.**—Of the 125 total deaths, 30 were of infants under one year of age, as against 25 in the preceding week, 41 in the corresponding week of the previous year, and 33 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 13.

**Principal Causes of Death.**—1. (a) Fourteen deaths from *Pneumonia* were registered, 7 in Maradana hospitals (including 5 deaths of non-residents), 2 in Maradana East, and 1 each in St. Paul's, Kotahena North, Kotahena South, Maradana North, and Wellawatta South, as against 22 in the previous week and 18 the weekly average for last year.

(b) Two deaths from *Influenza* were registered, 1 each in Kotahena North and Kotahena South, as against 4 in the previous week and 5 the weekly average for last year.

(c) One death from *Bronchitis* was registered in Kotahena South, as against 4 in the previous week and 5 the weekly average for last year.

2. Ten deaths from *Phthisis* were registered, 7 in Maradana hospitals (including 6 deaths of non-residents) and 1 each in St. Paul's, San Sebastian, and Kotahena North, as against 9 in the previous week and 14 the weekly average for last year.

3. No deaths were registered from *Enteric Fever* or *Plague* during the week, while in the previous week 4 were registered from the former cause and none from the latter.

4. Fourteen deaths were registered from *Infantile Convulsions*, 12 from *Debility*, 6 from *Enteritis*, 4 from *Dysentery*, 3 from *Diarrhoea*, 2 each from *Worms* and *Tetanus*, 1 from *Puerperal Septicaemia*, and 54 from *Other Causes*.

5. Thirty-seven cases of *Chickenpox*, 15 of *Measles*, and 3 of *Enteric Fever* were reported during the week, as against 80, 20, and 5, respectively, of the preceding week. No cases of *Plague* was reported this week, but 1 was reported during the previous week.

**State of the Weather.**—The mean temperature of air was 83·0°, against 82·4° in the preceding week and 81·3° in the corresponding week of the previous year. The mean atmospheric pressure was 29·908 in., against 29·920 in. in the preceding week and 29·836 in. in the corresponding week of the previous year. The total rainfall in the week was 3·17 in., against 0·02 in. in the preceding week and 0·39 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, March 30, 1926.

P. D. RATNATUNGA,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE DAMBLAGOLLA RUBBER ESTATE, LIMITED.

1. THE name of the Company is "THE DAMBLAGOLLA RUBBER ESTATE, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase from the proprietors thereof the Damblagolla estate, situate in the Kelani Valley District of Ceylon.
  - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable, or immovable of any kind, and any contracts, rights, easements, patents, licences, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark, or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, Agents, Superintendents, Managers, clerks, coolies and other labourers and servants in Ceylon or elsewhere and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
  - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidise such.
  - (g) To enter into any arrangement or agreement with Government, or any authorities and obtain rights, concessions, and privileges.
  - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any Company or person.
  - (i) To enter into any agreement with any Company or person for the working of any factory erected or leased as provided in (h), or for the manufacture, and preparation for market of tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
  - (k) To buy, sell, warehouse, transport, trade and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts and other products, or any such business on behalf of the Company or as Agents for others and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in Ceylon, the United Kingdom or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
  - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debenture, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property, or any part or parts thereof or otherwise as shall be thought most expedient, and in particular by the issue of debentures, debenture stock or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
  - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Rupees Seven hundred and Fifty thousand (Rs. 750,000) divided into Seventy-five thousand (75,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
E. O. MACKWOOD, Colombo .. .. .	One
J. F. SEBBALD, Colombo . . . . .	One
R. P. L. ROSS, Colombo .. .. .	One
J. C. KELLY, Colombo .. .. .	One
H. F. PARFITT, Colombo .. .. .	One
K. W. TAYLOR, Colombo .. .. .	One
L. E. BAKER, Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Witness to all the above signatures at Colombo, this Thirteenth day of March, 1926:

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



## ARTICLES OF ASSOCIATION OF THE DAMBLAGOLLA RUBBER ESTATE, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

## BUSINESS.

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

3. The business of the Company shall be carried on by or under the management or direction of the Directors and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire the Damblagolla estate it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board or Directors nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

## CAPITAL.

4. The nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000) divided into 75,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

## SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares except when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time, within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any 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 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. The Company may pay to any person a commission at a rate not exceeding 10 per cent. or of an amount not exceeding such rate in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares in the Company.

13. The Company may pay a reasonable sum for brokerage and may make any allotment on the terms that the person to whom such allotment is made shall have the right to call for further shares at such time or times and at such price or prices (not being less than par) as may be thought fit.

14. 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.

15. 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.

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

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

18. In the 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.

19. 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 38 to become a shareholder in respect of any share.

20. 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.

21. 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.

22. 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.

23. The certificate of shares registered in the names of two or more persons not a firm shall, be delivered to the person first named on the register.

#### CALLS.

24. 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.

25. 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 the 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.

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

27. 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.

28. 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.

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

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

31. 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.

32. 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.

33. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by article 32, shall register the transferee as a Shareholder, and retain the instrument of transfer.

34. 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.

35. 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.

36. 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 a year.

#### TRANSMISSION OF SHARES.

37. The executors, or administrators, or the heirs of a deceased Shareholder other than one of several joint-holders shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

38. 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, 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.

39. If any person who shall become entitled to be registered in respect of any share under clause 38, 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 share, 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.

40. 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.

41. 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.

42. 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.

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

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

45. A certificate 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.

46. 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 some 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 43 hereof, shall be redeemable after sale or disposal.

47. 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.

48. 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.

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

50. A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries, that the power of sale given by Article 48 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

52. Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or of 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.

53. 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 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.

54. 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.

55. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees One hundred and fifty thousand (Rs. 150,000).

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

57. 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 mortgage, 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.

58. 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.

59. 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.

60. 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.

61. 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.

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

63. 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.

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

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

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

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

67. 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 first meeting.

68. 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.

69. With the exception 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.

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

71. 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 be not present, those Shareholders who are present shall be a quorum, and may transact the business for which the meeting was called.

72. The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting, whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present 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.

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

74. 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.

75. 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.

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

77. 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.

78. 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.

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

80. 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.

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

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

83. 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.

84. 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.

85. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor (whether 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.

86. 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:—

*Damblagolla Rubber Estate, Limited.*

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

As witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, one thousand Nine hundred and \_\_\_\_\_.

87. 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.

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

**DIRECTORS.**

89. 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.

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

91. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors may repay to any Director all reasonable travelling and hotel expenses incurred by him in or about the *bona fide* performance of his duties as a Director including all reasonable travelling expenses to and (or) from Board meetings.

92. The first Directors shall be Edward Oswald Mackwood and Howard Frank Parfitt, both of Colombo, and Mr. Archibald Thomas Sydney Smith of Lindula who will join the Board after allotment. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

**ROTATION OF DIRECTORS.**

94. 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 95.

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

96. 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.

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

98. 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.

99. 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.

100. 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.

101. 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.

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

103. 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.

104. 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.

105. 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.

106. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, or Secretary of the Company.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 102.
- (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.

107. The Directors shall have power to carry into effect the acquisition of the said, Damblagolla estate, and the lease, purchase, or acquisition, of any other lands estates, or property they may think fit, or any share or shares thereof.

108. 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. 126 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 cost and expenses, as well preliminary as otherwise, paid or incurred and in 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.

109. 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.

110. 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.

111. 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.

112. 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 interest of the Company.

113. 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.

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

115. 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 realize such investments.
- (f) To delegate 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.

116. 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.

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

118. 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.

119. 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.

120. 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.

121. 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.

122. 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.

123. 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.

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

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

125. 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.

126. (a) The firm of Mackwoods, Limited, shall be the first Agents and Secretaries of the Company.

(b) Unless and until otherwise mutually arranged the Agents and Secretaries shall be entitled to receive by way of remuneration a sum not exceeding Rs. 3,500 per annum in addition to the customary commissions and charges usually charged by Estate Agents in Colombo.

#### ACCOUNTS.

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 the 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.

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 Second General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the First Ordinary General Meeting after his or their appointment or until otherwise ordered by a General Meeting.

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 amounts 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 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 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.

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

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 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 notices 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 person 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. 153, shall not be entitled to be given any notices.

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

#### 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 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 hereunto set and subscribed their names at the places and on the dates hereafter written :

E. O. MACKWOODS, Colombo.

J. F. SIBBALD, Colombo.

R. P. L. ROSS, Colombo.

J. C. KELLY, Colombo.

H. F. PARFITT, Colombo.

K. W. TAYLER, Colombo.

L. E. BAKER, Colombo.

Witness to all the above signatures at Colombo, this Thirteenth day of March, 1926 :

**The Talgaswella Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Thirty-eighth Ordinary General Meeting of the Shareholders of the Company will be held at the Company's offices, "The Priory," Union place, Colombo, on Wednesday, April 21, at 12 noon for the following purposes, viz. :—

- (a) To receive the report of the Directors and statement of accounts for the year ending December 31, 1925.
- (b) To declare a dividend.
- (c) To elect a Director in the place of Mr. E. H. A. Vanderspar who retires by rotation, but is eligible for re-election.
- (d) To appoint an Auditor for the current year.

The Share Transfer Books will be closed from April 10 to 24, 1926.

By order of Directors,  
J. J. VANDERSPAR & Co.,  
Colombo, March 31, 1926. Agents and Secretaries.

**The Tuan Mee (Selangor) Rubber Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Tuan Mee (Selangor) Rubber Company, Limited will be held at the registered office of the Company, Gaffoor building, Colombo, on Monday, April 26, 1926, at 11 A.M., when the following resolution, which was passed at the Extraordinary General Meeting of the Company, held on the 7th instant, will be submitted for confirmation as a special resolution.

Resolution.  
"That Article No. 86 be amended by substituting the words "one hundred shares" for the words "seven hundred and fifty shares."

By order of the Directors,  
GORDON FRAZER & Co., LTD.,  
Colombo, April 9, 1926. Agents and Secretaries.

**The Watapota Rubber and Tea Estates, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Company will be held at the Australia buildings, Fort, Colombo, in the Island of Ceylon, the registered office of the Company, at 12 noon on Tuesday, April 20, 1926, for the purpose of considering and, if thought fit, passing the following resolution :—

"That the Directors be and they are hereby authorized to sell the Company's right, title, and interest in and to all that allotment of land called Kammalagahawattehena, being lot 12A in plan No. 982 dated November, 1920, March, 1921, made by D. E. A. Balasooriya, Licensed Surveyor, to Kankanige Sethuhamy for Rs. 225, and upon such other terms and conditions as the Directors in their absolute discretion may think fit, and to sign all transfers, agreements, and other writings as may be necessary in the premises."

Should the above resolution be duly passed by the requisite majority, the same will be submitted for confirmation to a further Extraordinary General Meeting, to be held on Thursday, May 6, 1926, at 12 noon.

By order of the Directors,  
CARSON & Co., Ltd.,  
Colombo, March 31, 1926. Agents and Secretaries.

**The Ceylon Hemp and Produce Company, Limited.**

NOTICE is hereby given that the Fifth Ordinary General Meeting of the Company will be held at 12 noon on Tuesday, April 10, 1926, at the registered office of the Company, Australia buildings, Vauxhall street, Colombo.

Business.

1. To receive the report of the Directors and accounts to December 31, 1925.

2. To elect a Director.
  3. To appoint Auditors.
- And transact any other business that may be duly brought before the Meeting.

By order of the Directors,  
CARSON & Co. LTD.  
Colombo, April 6, 1926. Agents and Secretaries.

**The Forest Hill Tea Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Forest Hill Tea Company, Limited will be held at "Ambewatte House," Vauxhall street, Colombo, the registered office of the Company, on Saturday, April 17, 1926, at 11 o'clock in the forenoon for the purpose of considering, and if thought fit, passing the sub-joined resolution.

"That the Directors be and they are hereby authorized in their absolute discretion to sell and transfer, as from a past date or not, (whether such date be before or after the date of the confirmation of this resolution) a specific and divided portion of all that estate called and known as Kensington, situated in the Ambanganga korale district of Matale, Central Province, which specific and divided portion is particularly delineated in a plan thereof dated January 31, 1926, by L. H. Ferdinands, Licensed Surveyor, and according to the said plan contains in extent 175 acres 2 roods and 13 perches more or less) together with the cooly lines, boutiques, and other buildings, and all appurtenances thereto belonging to the Deltenne (Ceylon) Tea Estates, Limited or its nominee or nominees at or for the price or sum of not less than Rs. 90,000, and otherwise upon and subject to such terms, covenants, stipulations, and conditions, as the Directors shall think fit, and to enter into and execute all contracts, agreements, transfers, conveyances, assignments, and other deeds or documents as the Directors may think fit and proper for giving effect to such sale and transfer."

Should the above resolution be passed by the required majority, it will be submitted for confirmation as a special resolution to a further Extraordinary General Meeting, which will be subsequently convened.

By order of the Board,  
CUMBERBATCH & Co.,  
Colombo, April 7, 1926. Agents and Secretaries.

**The Cochin Rubber Company, Limited.**

NOTICE is hereby given that the Nineteenth Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company "Ambewatta House," Slave Island, Colombo, on Saturday, April 17, 1926, at 11.30 A.M.

Business.

1. To receive the report of the Directors and the accounts to December 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business that may be properly brought before the Meeting.

(The Transfer Books of the Company will be closed from April 10 to 17, 1926, both days inclusive.)

By order of the Directors,  
CUMBERBATCH & Co.,  
Colombo, April 7, 1926. Agents and Secretaries.

**Auction Sale.**

A Valuable Property at Kalyara.

UNDER instruction from the administrator of the intestate estate of the late Mahawaduge Allen Margaret Pefera of Kaldemulla, in Moratuwa, and with the leave of court obtained in testamentary case No. 2,391, D. C., Colombo, I shall sell by public auction on Saturday, May 1, 1926, at 3.30 P.M., at the spot—All that

undivided allotment of land to the west adjoining the high road, in extent about 25 square perches, together with the soil and the trees belonging thereto out of the land called Halgamparangiawatta, situated at Desastra Kalutara, in Kalutarabadda, in the Kalutara totamune of Kalutara District, Western Province; containing in extent 28 80/100 square perches, excluding the high road passing through the land.

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

A. V. PERERA, Auctioneer and Broker. 115, Hulftsdorp, Colombo.

At 5 P.M. Property facing Nelson place and Colombo-Galle road. An allotment of land called Mahawellawatta, marked lot 25, being a subdivision of lot 13 which is a divided portion of combined lots B and C in registered plan No. 2 bearing assessment No. 142 A/98, Nelson place, Wellawatta, now called Colombo-Galle road, containing in extent 20 perches inclusive of the passage 10 feet wide, and together with the buildings standing thereon.

For further particulars apply to—

W. S. NILES, Auctioneer and Broker. 25, Dam street, Colombo.

205/ Auction Sale under Primary Mortgage Decree in Case No. 19,380, D. C., Colombo.

A Small Tea Estate, Nine Miles from Navalapitiya Railway Station along Kitulgaha Road.

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Tuesday, May 4, 1926, at 2 P.M., at the spot—An undivided 1/2 part of share from and out of all that allotment of land called and known as Higanpitiyahena alias Katugampulamulaha, alias Pravenketugahamulaha, in extent 1 amunams of paddy sowing (or of about 9 acres) being lot W 23, situated at Kehelgamuwa in Ambagama korale in Uda Bulatgama, in the District of Kandy, Central Province.

For further particulars apply to John Leopold Perera, Esq., Proctor, Supreme Court, Colombo, or to me—

A. V. PERERA, Auctioneer and Broker. 115, Hulftsdorp, Colombo.

208/ Auction Sale under Mortgage Decree.

Coconut Estate in extent 132 Acres, Six Miles from Bingiriya Resthouse; adjoins Dr. H. M. Peiris' Sylhem Estate and about Two Miles from Maradanvila Group, belonging to Mr. H. L. de Mel, C.B.E. There is a cart road to the Estate, and Cars could be taken during Dry Weather. Good Title and Soil most productive.

BY virtue of the commission issued to me in D. C., Colombo, case No. 169/26, I shall sell by public auction for the recovery of the amount of the secondary mortgage decree

All that divided part of the land called Kansadaluwa estate, together with an allotment of land, also called Kansadaluwawatta of 1 acre 1 rood and 10 perches adjoining each other, situated in the villages, Pahalagama and Kansadaluwa in the Kiniyama korale of Katugampola hatpattu, in Kurunegala District, which aforesaid two allotments now forming one property; containing in extent (exclusive of the road and reservation on both sides of it and the reservation along the Karamba-oya and Galpitiya-ela and the road passing through the land) 132 acres according to survey plan No. 1,117 dated March 18, 1918, made by J. W. H. Smith, Surveyor.

On Friday, April 30, 1926, at 5 P.M., at my office, 60, Belmont street, Colombo.

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

H. J. F. RODRIGO, Auctioneer and Broker. 60, Belmont street, Colombo, April 7, 1926.

209/ Auction Sale.

BY virtue of the commission issued to me in case No. 19,156 by the District Court of Colombo, will sell by public auction the following properties, on Monday, May 3, 1926, at 2.30 P.M.

An undivided 22/69 shares from and out of all that house and ground bearing assessment No. 430/22, situated at St. Sebastian street, Colombo, containing in extent 10 7/10 square perches.

Auction Sale.

in the District Court of Negombo.

Seena Ana Runa Sidamberam Chetty, by his attorney Seena Ana Runa Arumugam Ambalam of Negombo..... Plaintiff.

No. 239. Vs.

Ponweera Aratchige Don Francis Appuhamy of Kumbukgahamulla in Katugampola korale..... Defendant.

UNDER decree in the above case and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the following by public auction, on the dates, times, and places hereinafter mentioned, viz:—

On Friday, April 16, 1926, at the spot, at 4 P.M.

1. The undivided 1/2 share of the land called Pihimbiyagahawatta, situate at Batagama in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province; containing in extent 4 bushels of paddy sowing ground or 2 acres more or less.

On Saturday, April 17, 1926, at our office at Main street, Negombo, at 4.30 P.M.

2. All the right, title, claim, and demand of the defendant above named due or which may become due upon bond No. 14,697 dated October 31, 1922, attested by P. W. Marasinghe, Notary Public, and the securities therein contained whereby the lands described under headings A1 and A2 are mortgaged and hypothecated.

A1. The field Kajugahakumbura, situate at Illippagomuwa in Katugampola korale of the Katugampola hatpattu, in the District of Kurunegala, North-Western Province, in extent 12 beras of paddy sowing ground more or less.

A2. The undivided 1/4 share of the land called Kohombagahawatta, situate at Illippagomuwa aforesaid; in extent about six measures or seers of kurakkan sowing ground.

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

M. P. KURERA & Co., Auctioneers. Negombo, March 29, 1926.

232/ Auction Sale of Valuable Property at Nainamadama, in the District of Chilaw.

UNDER decree in case No. 434, D. C., Negombo, entered in favour of the plaintiff, Kana Nana Awanna Veena Narayanan Chetty of Negombo, against the defendant, Heerachige Don Theodoris Samaranyake Wickramasinghe Appuhamy of Nainamadama; and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 3,247.50, with interest on Rs. 3,000 at 18 per cent. per annum from July 22, 1925, till January 16, 1926, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit,

I shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 3,681, dated October 8, 1923, and attested by D. L. E. Amarasinghe, Notary, by public auction at the spot at 4 p.m., on Monday, May 3, 1926, to wit:—

All those three contiguous portions of land called (1) the undivided eastern  $\frac{2}{3}$  shares of the northern  $\frac{2}{3}$  portion of Kadurugahawatta, (2) the western  $\frac{1}{3}$  share of Madan-gahaidama *alias* Kajugahawatta, and (3) the western  $\frac{1}{3}$  share of Kadurugahawatta, now forming one property and called and known as Kadurugahawatta, situate at Nainamadama in Kammal pattu of the Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 2 acres and 2 perches together with the tiled house and other buildings standing thereon and registered under A 55/78.

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

C. M. LEITAN,  
of Messrs. M. P. KURERA & Co.,  
Negombo, March 30, 1926. Auctioneers.

**Auction Sale of Valuable Properties at Halpe in Yatigaha Pattu of Hapitigam Korale in the District of Negombo.**

BY virtue of the commission issued to us from the District Court of Negombo, in testamentary case No. 2,317, we shall sell the under-mentioned properties belonging to the estate of the late Wijesekera Ekanayaka Mudiyansele Serus Ekanayaka, deceased, of Halpe, by public auction on Wednesday, May 5, 1926, commencing at 2 p.m. on land No. 15, herein mentioned, viz.:—

1. An undivided 113/150 shares of the land called Delgahawatta, situate at Halpe in Yatigaha pattu of the Hapitigam korale, in the District of Negombo, Western Province, in extent 8 acres, and an undivided  $\frac{1}{4}$  share of the house standing thereon.
2. An undivided 113/150 shares of the field called Kandebodyakumbura, situate at Halpe aforesaid, in extent about 8 parras of paddy sowing ground.
3. An undivided 113/150 shares of the land called Leeniyagahawatta, situate at Halpe aforesaid, in extent about 2 acres.
4. An undivided 113/150 shares of the field called Horagahaliyaddekumbura, situate at Halpe aforesaid, in extent 4 parras of paddy sowing ground.
5. An undivided 113/150 shares of the land called Watuwanpoththekumbura, situate at Halpe aforesaid, in extent about 8 parras of paddy sowing ground.
6. An undivided 113/150 shares of the field called Katalaellekumbura, situate at Halpe aforesaid, in extent about 4 parras of paddy sowing ground.
7. An undivided 113/150 shares of the land called Bogahawatta, situate at Halpe aforesaid, in extent 1 acre.
8. An undivided 83/150 shares of the field called Siyambalagahawewakumbura, situate at Halpe aforesaid, in extent 10 parras of paddy sowing ground.
9. The land called Urugodayakanda, situate at Halpe aforesaid, in extent about 6 acres.
10. The field called Nariyamulla *alias* Nugagahakumbura, situate at Halpe aforesaid, in extent 4 parras of paddy sowing ground.
11. The pillawa of the field called Nariyamulla *alias* Nugagahakumbura, situate at Halpe aforesaid, in extent about 25 perches.
12. The land called Delgahawatta, situate at Halpe aforesaid, in extent 1 rood.
13. The land called Kohombagahawatta, situate at Halpe aforesaid, in extent about 1 acre.
14. The land called Hingurugekele, situate at Halpe aforesaid, in extent 1 acre and 28 perches.
15. The two contiguous portions of land called Velabodawatta and Kahatagahawatta, situate at Halpe aforesaid, in extent 3 acres, of which an undivided  $\frac{1}{12}$  share.

16. An undivided  $\frac{1}{2}$  share of the land called Weliketiyekurunduwatta *alias* Deniyawatta, situate at Halpe aforesaid, in extent 3 acres 3 roods and 11  $\frac{52}{100}$  perches.

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

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

**Auction Sale.**

*Property of Akarangaha in the District of Negombo.*

BY virtue of the commission issued to us from the District Court of Negombo, in testamentary case No. 2,317, we shall sell the under-mentioned property belonging to the estate of the late Wijesekera Ekanayaka Mudiyansele Serus Ekanayaka, deceased, of Halpe, by public auction at the spot at 1 p.m., on Wednesday, May 5, 1926, to wit:—

The  $\frac{1}{2}$  share of the land called Halpankotuwekumbura, situate at Akarangaha in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent 9 acres.

Further particulars from C. V. Dias, Esq., Proctor, S. C., and Notary, Negombo, or—

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

**Auction Sale.**

*Valuable Properties at Kehelella in the District of Negombo.*

BY virtue of the commission issued to us from the District Court of Negombo, in testamentary case No. 2,317, we shall sell the under-mentioned properties belonging to the estate of the late Wijesekera Ekanayaka Mudiyansele Serus Ekanayaka, deceased, of Halpe, by public auction on Wednesday, May 5, 1926, commencing at 2.30 p.m., on land No. 1 herein mentioned, viz.:—

- (1) The portion of land called Delgahawatta, situated at Kehelella in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province, in extent 5 acres, and the house standing thereon.
- (2) The land called Delgahawatta, situated at Kehelella aforesaid, in extent 5 acres.
- (3) The  $\frac{1}{2}$  share of the land called Delgahawatta, situate at Kehelella aforesaid, in extent 2 acres and 2 roods.
- (4) The land called Damiragahawatta, situate at Kehelella aforesaid, in extent 2 acres and 2 roods.
- (5) The  $\frac{5}{6}$  shares of the land called Nugagahalanda, situate at Kehelella aforesaid, in extent 3 acres 2 roods and 30 perches.
- (6) The two portions of lands called Delgahawatta and Nagahawatta, situate at Kehelella aforesaid, in extent 1 acre 2 roods and 25 perches.
- (7) The land called Denikumbura pillawa, situate at Kehelella aforesaid, in extent 2 acres and 31 perches.
- (8) The land called Deniya, situate at Kehelella aforesaid, in extent 1 rood and 2 perches.
- (9) The  $\frac{5}{6}$  shares of the land called Nugagahalanda, situate at Kehelella aforesaid, in extent 1 rood and 32 perches.
- (10) The field called Siripadekumbura, situate at Kehelella aforesaid, in extent 2 bushels of paddy sowing ground.
- (11) The field called Siripadekumbura, situate at Kehelella aforesaid, in extent 2 bushels of paddy sowing ground.
- (12) The  $\frac{1}{2}$  share of the field called Wilakumbura, situate at Kehelella aforesaid, in extent 11 kurumies of paddy sowing ground.
- (13) The land called Delgahawatta, situate at Kehelella aforesaid, in extent 1 rood and 20 perches.

(14) The 5/6 shares of the land called Nikagahawatta, situate at Kehelella aforesaid, in extent 1 rood.  
Further particulars from C. V. Dias, Esq., Proctor, S. C., and Notary, Negombo or —

Negombo, April 5, 1926. **M. P. KURERA & Co.,**  
Auctioneers.

**Auction Sale.**

*A Commodious and Substantial Tiled House and Garden, situated about a Mile off the Kandana Railway Station.*

**U**NDER decree in case No. 16,807, D. C., Negombo, entered in favour of the plaintiff, M. T. T. K. A. V. S. T. Arinchi Chetty of Negombo, against the defendants (1) Peramunugamaga Dona Mary Magdalin Hamine and husband, (2) Heilige Don Stephan Sumanata Appuhamy, both of Nagoda, and (3) Peramunugamaga Don Casmeru Appuhamy of Galpoththa road in Kotahena, Colombo, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 4,402-50, with interest on Rs. 3,500 at 18 per cent per annum from June 20, 1924, till November 27, 1925, and thereafter at 10 per cent per annum on the aggregate amount till payment in full and costs of suit, we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 5,079, dated February 23, 1922, and attested by D. P. S. Jayasuriya, Notary, by public auction at the spot at 2.30 P.M., on Saturday, May 1, 1926, to wit: —

From and out of the land of several contiguous lots to wit.—Kongahawatta, Kongahawatta or Kahatagahawatta, Delgahawatta or Kosgahawatta, Bogahakumbura and Kosgahawatta, situate at Nagoda in Ragam pattu of the Alutkuru korale, in the District of Colombo, Western Province; the portion marked B is in extent according to plan No. 411, dated June 8, 1914, made by J. A. W. Smith,

Licensed Surveyor, 4 acres 1 rood and 16<sup>04</sup>/<sub>100</sub> perches together with the soil and the tiled house and other buildings standing thereon.

Further particulars from S. K. Wijeyaratnam, Esq., Proctor, S. C., and Notary, Negombo, or—  
Negombo, May 5, 1926. **M. P. KURERA & Co.,**  
Auctioneers.

**Auction Sale under Mortgage Decree.**

In the District Court of Matara.

Dikwelle Vidanage John William de Silva Abeygunawardana of Pamburena ..... Plaintiff.  
No. 1,575. Vs.

Warnasuriyapatabendige Arnolis de Silva of Bandaramulla, executor of the last will and testament of A. H. Alexander Silva ..... Defendant.

**U**NDER and by virtue of the decree entered in the above case, and by virtue of the commission issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property hereinbelow declared bound and executable under the said decree on Saturday, May 8, 1926, at 10 A.M., at the office of Mr. Wilfred J. Serasingha, Proctor, Supreme Court, at Fort Matara: —

All that paddy field called Ratnindamuttettuwa, situate at Badulla in Gangaboda pattu of Matara District, Southern Province; and bounded on the north by Attekumbura, east by the river, south by Kankaniyaliyadda, and west by Walawwewatta and Dingiamagewatta; containing in extent about one acentana of paddy sowing.

For further particulars please apply to the above-named Proctor or to me—  
Matara, April 5, 1926. **A. P. KARUNARATNA,**  
Auctioneer.

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

I hereby give notice that I have on December 18, 1925, applied to the Government Agent, Southern Province, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1926.

**SCHEDULE REFERRED TO.**

Name and address of applicant: P. H. M. de Silva, 53, Kaluwella, Galle.  
Description of licence applied for: For the sale of rectified spirit.  
State whether application is for renewal of existing licence or for a new one: New one.  
Situation of premises to be licensed: 53, Kaluwella, Galle.

April 3, 1926.

P. H. M. DE SILVA.

**SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."**

**Notice of Sequestration for Default of payment of Water Rate under Mahauswewa Tank for the Year 1926.**

**W**HEREAS under the provisions of "The Irrigation Ordinance, 1917," the lands described in the schedule below are declared specially bound and liable to pay the water rate appearing against each, on Mahauswewa Irrigation Work, and whereas default has been made in the payment of the said water rate for the year 1925, notice is hereby given that on March 15, 1926, the said lands have been seized by me in accordance with section 65 (1) of the said Ordinance, and if the said water rate, together with any costs payable under section 67, shall not be sooner paid or tendered, the property seized

as aforesaid will be sold by public auction at the spot on April 19, 1926, at 10 A.M.

The Kachcheri, **R. H. WHITEHORN,**  
Puttalam, March 30, 1926. Assistant Government Agent.

**SCHEDULE.**

Lot No.	Name of Proprietor.	Amount of Water Rate due. Rs. c.
3839	Mudalihami Arachchi of Karuwagawewa	3 63
3847	W. Gamarala and another of Talgaswewa	8 13
		<b>11 76</b>

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying in Ceylon Wharfage Company's premises, beyond the time allowed by law, will be sold by public auction on Tuesday, April 27, 1926, unless previously cleared. Goods sold must be cleared on or before Friday, April 30, 1926 :—

Entry No.	Date. 1925.	Ship.	Marks and Numbers.	Number and Description of Packages.
B I WAREHOUSE.				
F 473	.. November 4	.. ss. Angers	.. B L A N S upon 5563	.. 1 case merchandise
F 1255	.. November 12	.. ss. Mandala	.. M L upon KRW	.. 1 grinding machine
F 1592	.. November 14	.. ss. Marienfels	.. S M R upon Ref. 9591	.. 1 case samples of glass
F 1699	.. November 16	.. ss. Clan Macniel	.. B or nil	.. 1 bag soda
F 2331	.. November 20	.. ss. Morea	.. E. G. A. & Co.	.. 1 case soap
F 2416	.. November 23	.. ss. Clan Macintosh	.. Nil	.. 1 package merchandise
VERANDAH.				
—	—	.. ss. Oxfordshire	.. G A Z E around 227	.. 1 sanitary earthenware pan
No. 9 WAREHOUSE.				
—	—	.. ss. Tacoma Maru	.. Nil	.. 1 bag sugar

H. M. Customs,  
Colombo, March 31, 1926.

C. H. COLLINS,  
for Principial Collector.

## Registration of a Building for Solemnization of Marriages.

IN pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, intituled "An Ordinance to consolidate and amend the Laws relating to the Registration of Marriages, other than the Marriages of Kandyans or of Muhammadans," I, Alfred Wallace Seymour, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein :—

No.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
432	.. March 29, 1926	.. Church of St. Germain	Alavva, Pahala Kalapiti palata of Udukah korale south in Dambadeni hatpattu, Kurunegala District	Most Rev. Dr. A. Coudert, O.M.I., Archbishop of Colombo, proprietor	Roman Catholic

Nuwara Eliya, March 29, 1926.

A. W. SEYMOUR,  
Registrar-General.

## EDUCATION DISTRICT COMMITTEE FOR THE KANDY MUNICIPAL AREA.

## Statements of Receipts and Payments for the period January 1 to December 31, 1925.

RECEIPTS.		Rs.	c.	PAYMENTS.		Amount.	Total.
						Rs.	Rs. c.
Education Department grants	..	7,500	0	<i>Administration.</i>			
Bank interest	..	64	2	Personal emoluments	..	1,085	59
				Travelling allowance to attendance officer	..	141	29
				Uniforms to attendance officer	..	118	60
				Stationery, printing, stamps, and advertising	..	149	66
							1,495 14
				<i>Maintenance of Schools.</i>			
				Katukeye Municipal Free School—			
				Salaries and allowances	..	202	98
				Repairs	..	223	92
				Furniture	..	206	25
				Sundries	..	9	76
				Mahaiyawa Tamil School—			
				Salary of teacher	..	250	0
				Katukeye Muslim Girls' School—			
				Rent	..	300	0
				Clock	..	20	0
				Conservancy charges	..	36	0
							1,248 1
				Balance	..		2,744 5
							4,819 97
				Total	..	7,564	2

Town Hall,  
Kandy, January 18, 1926.

A. C. G. WIJEBEKON,  
Chairman.

## Statement of Actual Revenue and Expenditure of the District School Committee, Uva, for the Year 1925.

REVENUE.	Rs. c.	EXPENDITURE.	Rs. c.
Balance, January 1, 1925	13,880 59	Item 1 (a) Salaries	495 0
Government grants:—		(b) Supervision of works	60 0
Annual grant	9,800 0	2 Maintenance of buildings and extensions	3,719 48
Special grant	21,300 0	3 Fences	238 50
School fines	1,520 75	4 Furniture	928 50
Miscellaneous	499 65	5 Garden implements	173 22
Refund of advances	2,463 50	6 (a) New buildings	7,476 79
		(b) Extensions	398 87
		(c) Wells	180 0
		7 (a) Miscellaneous	1,074 8
		(b) Stationery	222 74
		8 Advances	2,476 0
			17,443 18
		Balance	32,021 31
Total	49,464 49	Total	49,464 49
Balance, January 1, 1926	32,021 31		

The Kachsheri,  
Badulla, March 30, 1926.

N. MOONESINGHE,  
for Chairman.

## Change of Management.

NOTICE is hereby given that Miss A. E. Clayton has been appointed Manager of the school mentioned below, in place of Miss M. Marsh.

*School referred to.*

Clodagh Mount English School, Kaikawela, Matale.

Education Office,  
Colombo, April 1, 1926.

L. MACRAE,  
Director of Education.

## Change of Management.

NOTICE is hereby given that the Rev. J. B. Radley has been appointed Manager of the school mentioned below, in place of the Rev. J. A. Ewing.

*School referred to.*

Ratnapura Baptist Mission Society English School.

Education Office,  
Colombo, April 1, 1926.

L. MACRAE,  
Director of Education.

## J/Tellippalai Weaving School.

NOTICE is hereby given that an application has been received from Mr. A. A. Ward for a grant in aid of the above school, which is situated at Tellippalai, Jaffna District of the Northern Province.

Observations will be received not later than May 13, 1926.

Education Office,  
Colombo, April 9, 1926.

L. MACRAE,  
Director of Education.

## Ceylon Medical College.

## FINAL EXAMINATION.

*First Class (in order of Merit).*

No. 24. J. O. B. Van Langenberg.

*Second Class (in Order of Merit).*

None.

The following candidates complete the examination:—

No. 2. S. A. Wickremesinghe.

No. 3. P. B. Seneviratne.

No. 7. O. S. Sela.

No. 12. L. S. L. de La Harpe.

No. 13. W. M. Fernando.

The above-named candidates have fulfilled the requirements for the Licence in Medicine, Surgery, and Midwifery.

## SECOND APOTHECARIES' EXAMINATION.

*First Class (in Order of Merit).*

No. 4. A. M. de Silva.

No. 5. D. C. Peiris.

No. 7. B. M. P. P. Mulleriyawa.

## Second Class (in Order of Merit).

No. 6. G. P. Jayawardena.

The following complete the examination:—

No. 1. S. M. U. Bandara.

No. 2. E. D. A. Werala.

F. O'B. ELLISON,

Registrar and Professor of Physiology.

Colombo, April 1, 1926.

## Sale of Government School Books.

NOTICE is hereby given that Government School Books, hitherto obtainable from Mr. J. D. Fernando, 29, Dam street, Colombo, can now be purchased wholesale from the Government Printer at his office at Welikada, Colombo, between the hours of 10 A.M. and 4 P.M. on week days. A discount of 5 per cent. will be allowed off published prices.

2. Books are to be issued as they are ready, and applications for copies will be dealt with according to the stocks in hand.

3. The minimum number of copies of each book which will be sold on any one order will be as follows:—

1. First Sinhalese Book	500
2. First Sinhalese Standard Reader	250
3. Second do.	200
4. Third do.	
5. Fourth do.	
6. Fifth do.	
7. Sixth do.	
8. Seventh do.	
9. Eighth do.	
10. History of Ceylon (Sinhalese)	125
11. History of England (Sinhalese)	
12. English-Sinhalese Grammar	
13. Junior Agricultural Reader (Sinhalese)	
14. Senior Agricultural Reader (Sinhalese)	
15. Manual of Hygiene (Sinhalese)	
16. Ummaga Jataka	50
17. Notes for Teachers of Infants (Sinhalese)	100
18. Action Songs (Tamil)	50
19. Drill and Games (Sinhalese)	50

H. ROSS COTTELL,

Government Printing Department,  
Colombo, March 11, 1926.

## Rogue Elephants.

I AM prepared to issue two licences, free of stamp duty under section 9, sub-section (1) (b), of "The Game Protection Ordinance, No. 1 of 1909," for the destruction of two rogue elephants which roam about in the villages of Wadigawewa, Migaswewa, and Kumbukunawela in Kalagam tulana of Sinhala pattu in Tamankaduwa district, causing damage to crops, pulling down watch huts in cultivated fields, entering gardens and doing damage to plantations, and chasing after people.

The headmen will point out the animals.



*Descriptions of the Animals.*

1. Male elephant, footprint 49½ in. in circumference, height about 9 ft., has white spots (Gomara) on face and at root of trunk.

2. Male elephant, footprint 48 in. in circumference and about 8½ ft. in height.

The Kachcheri, M. M. WEDDERBURN,  
Anuradhapura, March 29, 1926. Acting Government Agent.

**Sale of Satinwood.**

AN auction sale of the under-mentioned satinwood will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, April 24, 1926, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at time of sale, if so required.

4. Depot measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be, and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

7. Flowered logs, if not so advertised, shall be excluded from the lots advertised in the list, and shall be put up separately, at the discretion of the Assistant Conservator of Forests, after consulting the wishes of prospective purchasers.

8. Agents bidding for others will be required to produce a written authority from the firm or person for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

9. Fractions of a cubic foot less than .5 will be ignored, and anything over will be counted as one cubic foot in calculation of value of each log.

10. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Division.	No. of Logs.	Cubic Feet.
Eastern (South)	36	1,340
Northern	4	154
Total	40	1,494

**LIST OF SATINWOOD LOGS REFERRED TO.***Eastern Division (South).*

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
48	559	16 3	5 5	30	Sound*
43	560	15 0	5 4	27	do.*
20	561	18 0	5 6	34	do.*
26	562	16 9	5 10	36	do.†
50	563	15 3	5 6	29	do.*
21	564	18 0	6 1	42	do.†
67	535	14 9	6 10	43	do.*

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
70	566	16 3	5 9	34	Sound†
32	567	17 3	5 7	34	do.†
30	568	14 0	7 9	53	do.†
27	569	18 3	6 2	43	do.†
28	570	18 0	5 1	29	do.*
17	571	18 6	5 1	30	do.*
51	572	15 0	8 5	66	do.*
9	532	15 0	6 11	45	do.†
13	533	16 0	6 7	43	do.†
2	534	15 0	5 6	28	do.†
4	535	16 0	5 8	32	do.*
6	536	15 0	5 10	32	do.*
7	537	15 0	6 3	37	do.*
21	612	15 3	5 4	27	do.†
32	613	15 3	5 6	29	do.*
22	614	15 3	5 5	28	do.†
26	615	15 6	5 8	31	do.†
40	616	14 9	5 8	30	do.*
16	617	15 0	5 7	29	do.*
42	618	16 0	5 11	35	do.†
39	619	15 0	5 5	27	do.*
27	620	15 0	6 2	36	do.*
37	621	15 0	6 8	42	do.*
49	622	15 3	7 5	52	do.*
45	623	14 9	7 5	51	do.*
50	624	15 6	6 11	46	do.†
48	625	14 0	5 8	28	Partly un-sound.†
44	626	15 3	6 10	44	Sound*
56	627	14 9	7 11	58	do.*

*Northern Division.*

14	588	22 0	5 6	42	Sound*
6	589	19 9	5 11	43	do.†
2	590	14 0	6 2	33	do.*
5	591	12 9	6 9	36	do.*
				40	1,494

\* Plain.

† Flowered.

‡ Streaked.

J. D. SARGENT,  
Conservator of Forests.Office of the Conservator of Forests,  
Kandy, March 27, 1926.**Lease of Crow Island.**

NOTICE is hereby given that the Government Agent of the Western Province will receive sealed tenders for the purchase of the lease of the land called Crow Island at the mouth of the Kelani river for a period of two years from May 1, 1926, subject to the conditions hereinafter mentioned.

The tenders, which must be in sealed envelopes, superscribed "Tender for the Lease of Crow Island" will be received at the Colombo Kachcheri, until 1, P.M., on Friday, April 23, 1926, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agent that the tender is made *bona fide*.

The person whose tender is accepted will be required to enter into and execute a lease agreement embodying the under-mentioned conditions.

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

The Kachcheri,  
Colombo, March 27, 1926.F. BARTLETT,  
Government Agent.

*Conditions.*

1. The purchase of the lease of the land called Crow Island will be for a period of two years from May 1, 1926.
2. The purchaser shall pay the first years' rent on the day of sale, and that of the second year at the end of the first year.
3. The purchaser will be entitled to take the produce of the land and to the occupation of the buildings standing thereon, if any.
4. The purchaser or his workmen shall not cut down any trees or interfere with any existing fence, boundary, or any buildings.
5. The purchaser shall be bound to fence the land leased to him if called on by the Government Agent to do so.
6. The purchaser shall keep the land clean and in good order, pay all rates and taxes, and comply with Municipal regulations.
7. The Government Agent, or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee.
8. The purchaser shall not assign, transfer, or sublet the premises without the written permission of the Government Agent, Western Province, so to do.
9. The purchaser shall not allow the coconut trees to be tapped for fermented or sweet toddy.
10. If the whole or any portion of the premises is required by Government before the expiry of the lease, such whole or portion thereof shall be surrendered on one month's notice being given; in which case a proportionate refund or reduction in the rental will be made for the unexpired period for which rent has been paid.
11. The purchaser shall permit the Government Agent or any one acting under his orders, at all reasonable hours during the said period, to enter upon the land to inspect the conditions thereof.
12. The purchaser shall also undertake to see that no marks, pickets, trenches, &c., erected or constructed are removed or in any way interfered with.
13. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the premises, and eject the purchaser and his employees therefrom without compensation.
14. The Government Agent reserves the right to reject any or all tenders.

**Loss of Firearms.****GALLE DISTRICT.**

(1) 12-bore single-barrelled muzzle-loading gun, licensed under No. 1806/A 80681 and bearing No. 1806G on stock, Belgian make.

Owner: Suwaris Hendrickappu, Kendala, Gintota.

Remarks: Gun reported to be lost.

(2) Single-barrelled muzzle-loading gun bearing No. 133-1G on stock, licensed under No. 1605.

Owner: Deonis de Silva Gunasekera of Metaramba, Talpe pattu.

Remarks: Gun reported to be lost.

(3) Single-barrelled muzzle-loading gun bearing No. 2001G on stock, licensed under No. 209/B 66784 by the Mudaliyar, Gangaboda pattu.

Owner: Guruge Mendis, Lelwala Pahala, Gangaboda pattu.

Remarks: Gun reported to be lost.

The Kachcheri,  
Galle, March 31, 1926.

P. H. DE LA HARPE,  
for Government Agent.

**JAFFNA DISTRICT.**

Description of property: One single-barrelled muzzle-loading gun No. 2520 on stock.

Number of licence: B 37508/2540.

Name of owner: Saravanamuttu Namasivayam, Police Vidahan of Madduvil north.

Remarks: The gun has been lost when it was in a hut in his vegetable garden.

The Kachcheri,  
Jaffna, March, 31, 1926.

D. C. A. GUNAWARDANE,  
for Government Agent.

**RATNAPURA DISTRICT.**

Description of property: One single-barrelled cap gun No. 30-11 marked on stock.

No. of licence: 677/A 41477.

Owner: Damme Arachchillaye Ratranhamy of Damme.

Remarks: The licensee is dead. The gun was not found.

Description of property: One single-barrelled cap gun No. 61059 marked on stock.

No. of licence: 446/A 60198.

Owner: Punchisingho of Kotamulla.

Remarks: Whereabouts of the licensee are not known. Gun not traceable.

Description of property: One revolver No. 986.

Licence No.: 2090/B 14790.

Owner: E. C. Faulkner, Mandara Newera estate, Kandapola.

Remarks: Licensee has left Ceylon. Revolver not traceable.

Description of property: One double-barrelled breach-loading gun No. 3852 on barrel.

Licence No.: 1426/A 61101.

Owner: E. C. Faulkner, Mandara Newera estate, Kandapola.

Remarks: Licensee has left Ceylon. Gun not traceable.

Description of property: One single-barrelled cap gun. No. of licence: 1436/A 61661.

Owner: K. Mohottihamy of Urawela.

Remarks: The licensee is dead. The gun cannot be traced.

The Kachcheri,  
Ratnapura, April 1, 1926.

P. O. FERNANDO,  
for Government Agent.

**KEGALLA DISTRICT.**

(1) Single-barrelled muzzle-loading gun No. 0647 marked on the barrel, and licensed under No. 92, in favour of W. A. Julis Appu of Basnagoda. The licensee is dead and the whereabouts of the gun cannot be traced.

(2) One single-barrelled breach-loading gun No. 1997, marked on the barrel, and licensed under No. 1997 in favour of M. A. Thomas Silva, Resthouse-keeper, Yatiyantota. The gun reported lost.

The Kachcheri,  
Kegalla, March 29, 1926.

W. D. GODSALL,  
for Assistant Government Agent.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Hakmana-Beliatta Public Works Department road between the 1st milestone and the Matara District boundary is closed to all cattle traffic for a further period of ten days from the date hereof.

The Kachcheri,  
Matara, April 7, 1926.

A. N. STRONG,  
Assistant Government Agent.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Walasmulla-Hakmana road as far as the Matara District boundary is closed to all cattle traffic for a further period of ten days from April 2, 1926.

The Kachcheri,  
Hambantota, March 31, 1926.

N. W. MORGAPPÄH, JR.,  
for Assistant Government Agent.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Wiraketiya-Dammulla road and Wiraketiya-Walasmulla road are closed to all cattle traffic for a further period of ten days from April 2, 1926.

N. W. MORGAPPAH, JR.,  
for Assistant Government Agent.

The Kachcheri,  
Hambantota, March 31, 1926.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the road from Ranna to Weraketiya is closed to all cattle traffic for a further period of ten days from April 2, 1926.

N. W. MORGAPPAH, JR.,  
for Assistant Government Agent.

The Kachcheri,  
Hambantota, March 31, 1926.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Ambalantota-Liyangahatota road is closed to all cattle traffic for a further period of ten days from April 2, 1926.

N. W. MORGAPPAH, JR.,  
for Assistant Government Agent.

The Kachcheri,  
Hambantota, March 31, 1926.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Talahaganwaduwa-Miella road as far as the Matara District boundary is closed to all cattle traffic for a further period of ten days from April 4, 1926.

N. W. MORGAPPAH, JR.,  
for Assistant Government Agent.

The Kachcheri,  
Hambantota, April 1, 1926.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Beliatta-Walasmulla road between Dammulla junction and Talahaganwaduwa junction is closed to all cattle traffic for a further period of ten days from April 4, 1926.

N. W. MORGAPPAH, JR.,  
for Assistant Government Agent.

The Kachcheri,  
Hambantota, April 1, 1926.

**Rinderpest.**

WHEREAS rinderpest exists in the village of Palapota in West Giruwa pattu of Hambantota District: It is hereby proclaimed under the provisions of section 5 (1) and (2) of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, that the area, limits of which are specified below, is an infected area.

The proclamation shall take effect from the date hereof. Boundaries of the area referred to are:—

*Palapota Village.*

*North.*—Villages of Puwakdandawa and Sitinamaluwa.

*East.*—Village of Kadurupokuna.

*South.*—Villages of Okawela and Dedduwawala.

*West.*—Villages of Ovilara and Dedduwawala.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.  
March 29, 1926.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Madampe-Hambantota road from Liyangahatota to Ambilipitiya is closed to all cattle traffic for a further period of ten days from the date hereof.

E. T. MILLINGTON,  
Government Agent.  
The Kacheheri,  
Ratnapura, April 5, 1926.

**Rinderpest.***Protective Zone.*

WHEREAS rinderpest exists at Kella in Kolonnagam pattu, Kolonna korale, I, Edward Turner Millington Esq., Government Agent, of the Province of Sabaragamuwa do hereby, by virtue of the powers in me vested by section 6 of Ordinance No. 25 of 1909, establish the Maduwanawala wasama, within the boundaries specified within the schedule below, as a protective zone:—

*Schedule.*

Maduwanwala wasama, bounded on the north by Kitlabokka-ganga; south by the village limit of Kella; east by Walawe-ganga and Godaudawadiya; west by Daihagal-mada and the village limit of Kolonne.

This notice shall take effect from the date hereof.

The Kacheheri, E. T. MILLINGTON,  
Ratnapura, April 1, 1926. Government Agent.

**Hoof-and-Mouth Disease.**

WHEREAS by proclamation dated February 20, 1926, published in *Government Gazette* No. 7,516 of March 12, 1926, Nainnewela in Wegampattu korale in Wellassa division of the Province of Uva, was 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 village, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from the date hereof.

The Kacheheri, R. A. G. FESTING,  
Badulla, March 29, 1926. Government Agent.

**SALES OF TOLL AND OTHER RENTS.****Toll Rents, Western Province.**

NOTICE is hereby given that on Friday, April 23, 1926, at 12 noon, will be put up for resale at the Colombo Kachcheri, at the risk of the original purchasers for the period mentioned below, the under-mentioned Toll Rents of the Western Province, the original purchasers of which may have failed to pay on or before that date the instalment for the month of March, 1926, or any part thereof, that may be due and owing on that date.

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

If the rents are not disposed of at the resale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

From April 1 to September 30, 1926.

*Canals.*—(1) Hendala, (2) Grandpass, (3) Kittenpahuwa, (4) Kalutara.

F. BARTLETT,  
Government Agent.  
The Kachcheri,  
Colombo, April 1, 1926.

## LOCAL BOARD NOTICES.

## Sanitary Board, Kandy District.

THE following person was licensed during the month of March, 1926, to carry on the trade or business of a Broker within the limits of the Sanitary Board town of Kadugannawa, for the year 1926, and his name is published

in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

Mr. Edwin W. Dias, Broker, Kadugannawa.

The Kachcheri,  
Kandy, March 11, 1926.

C. SITTAMPALAM,  
for Chairman.

## LOCAL BOARD, BANDARAWELA.

## Statement of Revenue and Expenditure for the Year 1925.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
A.—General	..	16,201	27	A.—General	..	4,199	0
B.—Thoroughfares	..	1,086	0	B.—Thoroughfares	..	2,541	10
C.—Board lands and buildings (not included elsewhere)	..	135	61	C.—Board lands and buildings (not included elsewhere)	..	994	29
D.—Public health	..	11,028	52	D.—Public health	..	18,700	15
E.—Parks and public recreation	..	108	50	E.—Parks and public recreation	..	112	80
F.—Cemeteries (Ordinance No. 9 of 1899)	..	4	50	F.—Cemeteries (Ordinance No. 9 of 1899)	..	—	—
G.—Dogs (Ordinance No. 25 of 1901, and No. 7 of 1893)	..	64	0	G.—Dogs (Ordinance No. 25 of 1901, and No. 7 of 1893)	..	42	92
H.—Weights and measures (Ordinance No. 8 of 1876)	..	—	—	H.—Weights and measures (Ordinance No. 8 of 1876)	..	—	—
I.—Education (Ordinance No. 1 of 1920)	..	—	—	I.—Education (Ordinance No. 1 of 1920)	..	—	—
Deposit account	..	412	17	Petty cash advance	..	300	0
Advance account	..	304	60	Deposit account	..	239	17
		29,345	17			27,129	43
Balance on January 1, 1925	..	12,244	76	Balance on December 31, 1925	..	14,460	50
		41,589	93			41,589	93
Total	..	41,589	93	Total	..	41,589	93

## Budget for the Year 1926.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
A.—General	..	14,069	76	A.—General	..	4,670	34
B.—Thoroughfares	..	1,155	0	B.—Thoroughfares	..	4,800	17
C.—Board lands and buildings (not included elsewhere)	..	144	0	C.—Board lands and buildings (not included elsewhere)	..	771	53
D.—Public health	..	10,981	20	D.—Public health	..	18,320	67
E.—Parks and public recreation	..	55	0	E.—Parks and public recreation	..	600	0
F.—Cemeteries (Ordinance No. 9 of 1899)	..	5	0	F.—Cemeteries (Ordinance No. 9 of 1899)	..	215	0
G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	..	70	0	G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	..	55	0
H.—Weights and measures (Ordinance No. 8 of 1876)	..	64	40	H.—Weights and measures (Ordinance No. 8 of 1876)	..	14	40
I.—Education (Ordinance No. 1 of 1920)	..	—	—	I.—Education (Ordinance No. 1 of 1920)	..	—	—
		26,544	36			29,447	11
Estimated balance on December 31, 1925	..	11,000	0	Estimated balance	..	8,097	25
		37,544	36			37,544	36
Total	..	37,544	36	Total	..	37,544	36

## Statement of Assets and Liabilities on December, 1925.

ASSETS.		Rs.	c.	LIABILITIES.		Rs.	c.
Cash at Kachcheri	..	14,460	50	Balance	..	14,460	50
		14,460	50			14,460	50
Total	..	14,460	50	Total	..	14,460	50

Local Board Office,  
Badulla, March 31, 1926.

R. A. G. FESTING,  
Chairman.

## LOCAL BOARD, TRINCOMALEE.

## Estimate of Probable Revenue and Expenditure for the Year 1926.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
Balance on January 1, 1926	..	14,331	47	A.—General expenditure (administration)	..	7,747	0
A.—General revenue (local taxes, vehicles, animals, &c.)	..	27,816	50	B.—Thoroughfares (maintenance of roads, lighting, &c.)	..	15,577	58
B.—Thoroughfares (labour tax, fines, &c.)	..	6,700	0	C.—Board lands and buildings (maintenance, &c.)	..	809	48
C.—Board lands and buildings (rents, &c.)	..	720	0	D.—Public health (scavenging, conservancy, &c.)	..	24,527	94
D.—Public health (conservancy, slaughter-house fees, &c.)	..	15,265	0	E.—Parks and public recreation (maintenance)	..	125	0
E.—Parks and public recreation	..	150	0	F.—Cemeteries (maintenance)	..	90	0
F.—Cemeteries (cemetery collection, &c.)	..	10	0	G.—Dogs (destruction of dogs, &c.)	..	110	0
G.—Dogs (registration fees, sale of collars, &c.)	..	55	0	H.—Weights and measures (fees to Inspector)	..	20	0
H.—Weights and measures (stamping fees, fines, &c.)	..	35	0	I.—Education (salary of attendance officer)	..	120	0
I.—Education (fines in school cases)	..	25	0	J.—Other payments (liabilities outstanding on January 1, 1926 including deposits to be refunded)	..	1,517	28
		65,107	97	Estimated balance	..	14,463	69
Total	..	65,107	97	Total	..	65,107	97

Local Board Office,  
Trincomalee, March 20, 1926.

W. L. MURPHY,  
Chairman.

## LOCAL BOARD, KURUNEGALA.

## Actual Revenue and Expenditure of the Kurunegala Local Board for the Year 1925.

REVENUE.		EXPENDITURE.	
	Rs. c.		Rs. c.
Balance on January 1, 1925	16,454 75	A.—General expenditure: Salaries of officers, establishment expenses, &c.	12,209 51
A.—General revenue: Local rates, vehicle taxes, licences, &c.	57,155 83	B.—Thoroughfares: Maintenance of roads, drains, and bridges, &c.	19,340 19
B.—Thoroughfares: Labour tax and fines, &c.	6,474 35	C.—Board lands, buildings and tank: Buildings, grounds, tank, &c.	19,356 45
C.—Board lands, buildings and tank: Rent of Town Hall, &c.	840 60	D.—Public health: General expenditure, scavenging, conservancy, &c.	35,531 82
D.—Public health: Conservancy and slaughter-house fees, rents, &c.	17,112 77	E.—Parks and public recreation: Wages of Clock Tower keeper	60 0
E.—Parks and public recreation: Cattle grazing fees, &c.	128 0	F.—Cemeteries: Wages of Cemetery-keeper and coolies	682 0
F.—Cemeteries: Fees and hire of bier	355 50	G.—Dogs: Seizing and destroying stray dogs, commission to collectors, &c.	782 11
G.—Dogs: Registration fees and sale of collars	231 75	H.—Education: Allowance to attendance officer	60 0
Other receipts: Deposits and refund of advances	12,064 50	I.—Miscellaneous: Petty expenses	66 53
		Other payments: Refund of deposits and advances	5,686 90
			93,775 51
		Balance on December 31, 1925	17,042 54*
Total	110,818 5	Total	110,818 5

\* Exclusive of Rs. 26,386.60 fixed deposit lying in Bank.

## Statement of Probable Revenue and Expenditure of the Kurunegala Local Board for the Year 1926.

REVENUE.		EXPENDITURE.	
	Rs. c.		Rs. c.
Balance on January 1, 1926	17,042 54	A.—General expenditure: Salaries of officers, &c.	11,665 0
A.—General revenue: Local rates, vehicle taxes, liquor licences, &c.	55,077 85	B.—Thoroughfares: Maintenance of roads, drains and bridges, &c.	23,790 0
B.—Thoroughfares: Labour tax and fines	6,800 0	C.—Board lands, buildings and tank: Buildings, grounds, &c.	6,389 90
C.—Board lands, buildings and tank: Rent of Town Hall, &c.	950 0	D.—Public health: General expenditure, scavenging, conservancy, &c.	33,773 88
D.—Public health: Conservancy and slaughter-house fees, rents, &c.	14,795 0	E.—Parks and public recreation: Wages of Clock Tower keeper	90 0
E.—Parks and public recreation: Cattle grazing fees, &c.	165 0	F.—Cemeteries: Wages of Cemetery-keeper and coolies	684 0
F.—Cemeteries: Fees and hire of bier	450 0	G.—Dogs: Seizing and destroying dogs, commission to collector	800 0
G.—Dogs: Registration fees and sale of collars	275 0	H.—Education: Allowance to attendance officer	60 0
Other receipts: Deposits and refund of advances	1,500 0	I.—Miscellaneous: Petty expenses	250 0
		Other payments: Refund of deposits and advances	1,500 0
			79,002 78
Total	97,055 39	Estimated balance	18,052 61*
		Total	97,055 39

\* Excluding Rs. 26,386.60 lying in fixed deposit in Bank.

Office of the Local Board,  
Kurunegala, March 30, 1926.F. C. TYRRELL,  
Chairman.LOCAL BOARD OF HEALTH AND IMPROVEMENT, KEGALLA.  
Statement of Revenue and Expenditure for the Year 1925.

REVENUE.		EXPENDITURE.	
	Rs. c.		Rs. c.
A.—General revenue:—		A.—General expenditure:—	
(1) Local taxation:—		(1) Salaries	1,754 90
Property tax	4,636 99	(2) Establishment expenses	1,514 98
Carriages and carts	119 0	B.—Thoroughfares:—	
Motor vehicles	1,852 50	(1) Maintenance	2,551 9
Other taxes and licences	36 0	(2) Lighting	1,239 71
(2) Refunds and grants:—		C.—Board lands and buildings:—	
Refund of stamp duties	3,935 0	(1) Maintenance	220 41
Refund of liquor licences	3,067 0	(2) Loan charges: interest and sinking fund	510 0
Refund of police tax	1,748 33	D.—Public health:—	
Compensation for opium revenue	678 97	(1) General expenditure	980 26
Other fines by court	75 0	(2) Scavenging	1,530 44
Miscellaneous	411 24	(3) Conservancy	2,303 33
B.—Thoroughfares:—		(4) Slaughter-house and cattle pound	89 80
Labour tax	1,790 0	(5) Water supply: maintenance of wells	29 50
Contribution for repairs to recreation ground road	25 0	(6) Hospital: maintenance of Infectious Diseases Hospital	100 89
C.—Board lands and buildings:—		(7) Markets and gas, maintenance of markets	39 25
Rents	295 50	E.—Parks and public recreation:—	
D.—Public health:—		Maintenance	305 79
General: fines	37 0	F.—Cemeteries:—	
Slaughter-house and poundage	455 3	Maintenance	317 50
Markets: rents	868 0	G.—Education	22 50
Licences	162 0	H.—Dogs:—	
Conservancy	3 0	Destruction of dogs	42 50
E.—Parks and public recreation:—		Commission to collector	6 0
Grazing fees	11 75	Refund of deposits	410 35
F.—Cemeteries: cemetery fees	60 0		
G.—Dog registration	59 0		
Deposits	376 72		
	20,703 3	Balance on December 31, 1925	13,969 20
Balance on December 31, 1924	3,662 71		10,396 54
Total	24,365 74	Total	24,365 74

March 30, 1926.

J. D. BROWN,  
Chairman.

## ROAD COMMITTEE NOTICES.

## Gevilipitiya-Hatgampola Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

## GEVILIPITIYA-HATGAMPOLA BRANCH ROAD.

(Estimate No. D 424 of November 6, 1925.)

Government moiety .. Rs. 750·00  
Private contributions .. Rs. 765·00

Total acreage, 1,911—Moiety of cost, Rs. 765—  
Rate per acre, 40·0313c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
E. L. Ebrahim Lebbe Yellangowrie	..	440	176 14
Marikkar, No. 9, Gasworks street, Colombo			
W. L. Strachan (Rub-Debatgama Group—ber Estates of Ceylon, Debatgama Ova- Ltd.) The Galaha kanda Ceylon Tea Estates & Agency Co., Agents	..	1,471	588 86
		1,911	765 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 May 25, 1926.

P. O. FERNANDO,

Provincial Road Committee's Office, for Chairman.  
Ratnapura, March 29, 1926.

## Ellearawa-Pinnawala Branch Road.

(Flood Damages.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repair of flood damages (shifting a huge earth slip on the 9th mile) of the under-mentioned road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

## ELLEARAWA-PINNAWALA BRANCH ROAD.

(Flood Damages.)

(Estimate No. 80 of December 1, 1925.)

Government moiety .. Rs. 3,030·00  
Private contributions .. Rs. 3,136·05

Total acreage, 2,810—Moiety of cost, Rs. 3,136·5—  
Rate per acre, 111·6032c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
	Balangoda Group—		
The Uplands Tea Co., Ltd. (Messrs. Whittall & Co., Agents, Colombo)	Maratenna } Detenagala } Cecilton } Pambagolla } Pinnawala }	2,484	2,772 22
Mr. W. A. de Silva of "Saraswathi," Colombo (Messrs. Carson & Co., Agents, Colombo)	Waleboda	256	285 70
Mr. S. T. de Silva, Pine Hill estate, Pelpola, Kalutara	Ferndale and Sherwood	70	78 13
		2,810	3,136 5

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before May 25, 1926.

P. O. FERNANDO,

Provincial Road Committee's Office, for Chairman.  
Ratnapura, March 29, 1926.

## Glenalla-Havilland Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

## GLENALLA-HAVILLAND BRANCH ROAD.

(Estimate No. D 411 of October 29, 1925.)

Government moiety .. Rs. 2,100·00  
Private contribution .. Rs. 2,142·00

1st section.

Total acreage, 3,229—Moiety of cost, Rs. 612—  
Rate per acre, 18·9532c.—Total rate, 18·9532c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
Messrs. Darley Butler & Co., Colombo	.. Glenalla	246	46 62

1st to 3rd section.

Total acreage, 2,983—Moiety of cost, Rs. 1,224—  
Rate per acre, 41·0325c.—Total rate, 59·9857c.

Messrs. George Stewart & Co.	.. Wahareka	565	338 92
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1st to 4th section.

Total acreage, 2,418—Moiety of cost, Rs. 306—  
Rate per acre, 12·6550c.—Total rate, 72·6407c.

The Ceylon Amalgamated Tea and Rubber Estates, Ltd., London (Messrs. J. M. Robertson & Co., Colombo, Agents)	.. Havilland	525	381 36
Punchirala Arachchi, heir of Adikari Rallaye Appuhamy	.. Pitakele	44	31 96
The Ceylon Amalgamated Tea and Rubber Estates Ltd., London (Messrs. J. M. Robertson & Co., Colombo, Agents)	.. Dedugalla	382	277 50
Messrs. Darley Butler & Co.	Gangwarily	425	308 72
Mr. R. M. S. Caruppan Chetty, No. 97, Sea street, Colombo	.. Kelvin	744	540 45
Mr. George Hunter	.. Oonankanda	153	111 15
Do.	.. Uduwa	50	36 32
Mr. U. P. William de Silva, Kahatagalla estate, Yatiyantota,	.. Kimberley	95	69 0
		3,229	2,142 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 May 25, 1926.

P. O. FERNANDO,

Provincial Road Committee's Office, for Chairman.  
Ratnapura, March 29, 1926.

**Dehiowita-Deraniyagala 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 first 7 miles of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

**DEHIOWITA-DERANIYAGALA BRANCH ROAD.**

(Estimate No. D 412 of December 10, 1925.)

Government moiety	..	Rs. 4,000·00
Private contributions	..	Rs. 4,080·00
Total	..	Rs. 8,080·00

1st section, 1 mile.

Total acreage, 13,069—Moiety of cost, Rs. 582·85—  
Rate per acre, 4·4598c.—Total rate, 4·4598c.

Proprietors or Agents.	Estates.	Cultivated Acreage.	Assess-ment. Rs. c.
Messrs. P. L. Bonter and H. A. Hayes (Messrs. Carson & Company, Agents)	.. Ninfield	.. 80	.. 3 56
Mr. B. L. Drieberg, Proctor, Avissawella..	Bertlands	.. 23	.. 1 2

1st to 2nd section, 2 miles.

Total acreage, 12,966—Moiety of cost, Rs. 582·85—  
Rate per acre, 4·4952c.—Total rate, 8·9550c.

Mr. M. K. Cassiere, Dehiowita	.. Mass	.. 25	.. 2 23
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1st to 3rd section, 3 miles.

Total acreage 12,941—Moiety of cost, Rs. 582·85—  
Rate per acre, 4·5039c.—Total rate, 13·4589c.

Yatiantota Ceylon Tea Co., Ltd., Messrs. Whittall & Company, Agents	.. Walpola group	1,017	.. 136 87
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrisons & Crosfield, Ltd., Agents)	.. Sapumalkanda and Mahinkanda	.. 1,069	.. 143 87
Clunes Estates Co., Ltd. (Messrs. Whittall & Company, Agents)	.. Clunes	.. 614	.. 82 63
Pindeniya Tea & Rubber Co., Ltd. (Messrs. Henderson & Company, Agents)	.. Reucastle	.. 668	.. 89 90
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrisons & Crosfield, Ltd., Agents)	.. Digalla	.. 879	.. 118 30

1st to 6th section, 6 miles.

Total acreage, 8,694—Moiety of cost, Rs. 1,748·55—  
Rate per acre, 20·1121c.—Total rate, 33·5710c.

Messrs. Henderson & Company, Colombo	.. Balahella	.. 140	.. 46 99
Messrs. Carson & Co., Colombo	.. Udabage	.. 1,480	.. 496 95

Proprietors or Agents.	Estates.	Cultivated Acreage.	Assess-ment. Rs. c.
Messrs. F. H. B. Koch and Rosslyn Koch (Messrs. Rosslyn & Co., Colombo, Agents)	.. Deloluwa	.. 171	.. 57 40
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrisons & Crosfield, Ltd., Agents)	.. Illuktenna	.. 692	.. 290 75

1st to 9th section, 8½ miles.

Total acreage, 6,903—Moiety of cost, Rs. 582·90—  
Rate per acre, 8·4441c.—Total rate, 42·0151c.

Sapumalkanda Rubber Co., Ltd. (Messrs. Harrisons & Crosfield, Ltd., Agents)	.. Illuktenna new clearing	.. 50	.. 21 0
Messrs. F. H. B. Koch and Rosslyn Koch (Messrs. Rosslyn & Co., Colombo, Agents)	.. Deraniyagala group:—		
	Deraniyagala 125 Pandeniya and Panawalkanda 68	193	.. 81 8
Mr. L. Archdale, Lassahena, Dehiowita	.. Lovedale	.. 83	.. 34 88
Messrs. Gordon Frazer & Co., Colombo	.. Panakura	.. 235	.. 98 73
Rubber Securities, Ltd. (Messrs. Aitken, Spence & Co., Agents)	.. Maligatenna	.. 158½	.. 66 60
Mr. Selwyn's Syndicate (Mr. B. M. Selwyn, resident Manager)	.. Yatapolla	.. 300	.. 126 5
Mr. L. Archdale, Agent and Superintendent	.. Paladeniya	.. 160	.. 67 22
Udapola Rubber Company of Ceylon, Ltd. (Messrs. Gordon Frazer & Co., Agents)	.. Udapola	.. 794	.. 333 60
Messrs. Aitken, Spence & Co., Colombo	.. Maliboda	.. 1,237	.. 519 72
New Chatel Estates, Ltd. (Messrs. Aitken, Spence & Co., Ltd., Colombo, Agents)	.. Liniyagala	.. 890	.. 373 93
Lassahena Rubber Co., Ltd. (Messrs. Aitken Spence & Co., Agents)	.. Lassahena	.. 534	.. 224 36
Mrs. J. S. Wilson	.. Kippen	.. 60	.. 25 20
Udabage Korala and family	.. Bopekanda	.. 84	.. 35 30
Messrs. Boustead Brothers, Agents	.. Miyanawita Company	.. 490	.. 205 88
Messrs. Aitken, Spence & Company	.. Velihinda	.. 341½	.. 143 48
Messrs. Lee, Hedges & Co., Colombo	.. Noori	.. 300	.. 126 4
Anhitiyagama Syndicate	.. Anhitiyagama	301	.. 126 46
Total acreage	..	13,069	4,080 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 May 25, 1926.

P. O. FERNANDO,  
for Chairman,  
Provincial Road Committee,  
Ratnapura, March 29, 1926.

**Ellearawa-Pinnawala Branch Road Extension from 5th Milepost.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

**ELLEERAWA-PINNAWALA BRANCH ROAD EXTENSION FROM 5TH MILEPOST.**

(Estimate No. D 388 of November 5, 1925).

Government moiety .. Rs. 3,000·00  
Private contributions .. Rs. 3,060·00

1st section, 1 mile.

Total acreage, 2,832—Moiety of cost, Rs. 1,360—  
Sectional rate, 48·0225c.—Total rate, 48·0225c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
Messrs. E. E. Megget and A. D. Sly	Udugama land	22	10 56

2nd section, 3·50 miles.

Total acreage, 2,810—Moiety of cost, Rs. 1,700—  
Sectional rate, 60·4,982c.—Total rate, 108·5207c.

The Uplands Tea Company, Ltd. (Messrs.

Whittall & Co., Agents) Balangoda Group—

Maratenna,			
Detenagala,			
Cecilton,			
Pambagalla,			
Pinnawala	2,484	2,695	65

Mr. W. Arthur de Silva of "Saraswathi," Colombo (Messrs. Carson & Co., Agents) .. Waieboda .. 256 .. 277 83

Mr. S. T. de Silva, Pine Hill estate, Pelpola, Kalutara .. Ferndale and Sherwood .. 70 .. 75 96

Total .. 2,832 3,060 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 May 25, 1926.

P. O. FERNANDO,

Provincial Road Committee's Office, for Chairman.  
Ratnapura, March 29, 1926.

**Dehiowita-Algodra Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

**DEHIOWITA-ALGODRA BRANCH ROAD.**

(Estimate No. D 410 of October 29, 1925).

Government moiety .. Rs. 600·00  
Private contributions .. Rs. 612·00

Total acreage, 6,197½—Moiety of cost, Rs. 612—  
Rate per acre, 9·8753c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
Rajawala Produce Co., Ltd. (Messrs. Gordon Fraser & Co., Agents)	Densworth	566½	55 96
Panawala Tea Co., Ltd. (Messrs. Bosanquet & Co., Agents)	Glassel and Ernan	1,364	134 70
Nahalma Tea Estates Co. (Messrs. Bosanquet & Co., Agents)	Nahalma	681	67 25
Woodend Tea and Rubber Co. (Messrs. Lewis Brown & Co., Agents)	Woodend	987	97 46
Sitawaka Tea and Rubber Co. (Messrs. Carson & Co., Agents)	Maldeniya	664½	65 66
Panawatta Tea and Rubber Estates, Ltd. (Messrs. Whittall & Co., Agents)	Yogama	1,610½	159 5
J. A. Symons, Colombo (Messrs. Cumberbatch & Co., Agents)	Loolpola	59½	5 90
Rajawala Produce Co., Ltd. (Gordon Fraser & Co., Agents)	Maliyagoda	100½	9 92
I. L. M. Saig Abdulla, Panadure Store, Panadure	Ambagampola	39	3 85
A. A. Thabrew, Udayogama, Dehiowita	Puhuwalagama alias Deegala	124	12 25
Total acreage .. 6,197½			612 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 May 25, 1926.

P. O. FERNANDO,

Provincial Road Committee's Office, for Chairman.  
Ratnapura, March 29, 1926.

**Balangoda-Chetnole Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

**BALANGODA-CHETNOLE BRANCH ROAD.**

(Estimate No. D 389 of November 5, 1925).

Government moiety .. Rs. 1,400·00  
Private contributions .. Rs. 1,428·00

1st to 4th section.

Total acreage, 3,561½—Moiety of cost, Rs. 915·38—  
Rate per acre 25·7020c.—Total rate, 257020c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
			Rs. c.
Messrs. S. Wela Pillai and W. Supramaniam	Lady Smith and Alpha	102	26 22
Heirs of Dr. M. Sinnatambay	Wewawatta	95	24 42
Messrs. H. and N. Worship	Morahela	559 <sup>0</sup>	143 68
Heirs of Messrs. F. S. Hill and H. M. Seel	Walawe	380	97 66
Messrs. M. P. Gomez & Co., Balangoda	St. Joseph's estate	53	13 62



1st to 7th section.  
Total acreage 2,372½—Moiety of cost, Rs. 512·62,—  
Rate per acre, 21·6067c.—Total rate 47·3087c.

Proprietors or Agents.	Estates.	Cultivated Acreage.	Assessment. Rs. c.
The Anglo-American Direct Tea Trading Co., Ltd.	Meddekanda	709	335 42
Do.	Rassagala	1,565½	740 62
Heirs of Mr. P. L. Palawasampillai, Balangoda	Selvawatta	98	46 36
		3,561½	1,428 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 May 25, 1926.

P. O. FERNANDO,  
Provincial Road Committee's Office, for Chairman,  
Ratnapura, March 29, 1926.

**Parakaduwa-Hemmingford Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1925, to September 30, 1926, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the under-mentioned estates to make up the private contributions:—

**PARAKADUWA-HEMMINGFORD BRANCH ROAD.**

(Estimate No. D 399 of November 5, 1925).	
Government moiety	Rs. 730·0
Private contributions	Rs. 744·60

1st section, 1 mile.  
Total acreage, 3,238—Moiety of cost, Rs. 310·25—  
Rate per acre, 9·5815c.—Total rate, 9·5815c.

Proprietors or Agents.	Estates.	Cultivated Acreage.	Assessment. Rs. c.
Mr. E. S. Rodrigo, Edwin Villa, Panadure	Galkanda	42	4 2
The Grand Central Rubber Company	Meegastenna	132	12 64

1st to 2nd section, 1·48 mile.  
Total acreage, 3,064—Moiety of cost, Rs. 434·35—  
Rate per acre, 14·1759c.—Total rate, 23·7574c.

Proprietors or Agents.	Estates.	Cultivated Acreage.	Assessment. Rs. c.
The General Tea Estates, Ltd.	Hemmingford Group	1,180	280 35
Messrs. R. G. Talbot and L. Bayly	Digowa	494	117 36
Nagolla (Ceylon) Rubber and Tea Plantations, Ltd. (Messrs. Carson & Co., Agents)	Manikkanda	440	104 55
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Ltd., Agents)	Tatuwalakanda	338	80 30
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Ltd., Agents), lately owned by Mr. W. J. F. Soysa	do.	100	23 75
Mr. A. H. T. de Soysa, Lynn Grove, Moratuwa	Hillington	80	19 0
Mr. T. A. de S. Wijeratne, Caffoor Buildings, Fort, Colombo	Pannila	185	43 96
Mr. D. D. Pedris, Vimal Villa, Colombo	Donrill	130	30 88
Mr. D. C. Wijewardene and Mr. D. L. Welikala, Proctor, Avissawella	Pathberiya	67	15 92
Mr. C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambalapitiya	Gangateeraya	30	7 12
Mr. W. S. Kadigawa, Panawala, Eheliyagoda	Kirigalla	20	4 75
		3,238	744 60

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before May 25, 1926.

P. O. FERNANDO,  
Provincial Road Committee's Office, for Chairman,  
Ratnapura, March 29, 1926.

**NOTICES UNDER THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920.**

**Trade or Business of Auctioneers and Brokers.**

THE following persons were licensed during the month of March, to carry on the trade or business of auctioneers and brokers within the limits of the Kalutara Urban District Council area for the year 1926, and their names are published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

20 .. K. D. Alexander, Auctioneer.	21 .. H. D. S. Perera, Auctioneer.
Urban District Council Office, Kalutara, April 1, 1926.	OLIVER G. D'ALWIS, Chairman.

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

**Toddy Rents, Matale District, 1926-27.**

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, 1926, to September 30, 1927, will be put up for sale by public auction at the Matale Kacheheri, on April 23, 1926, at 1 P.M.

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

Intending purchasers of toddy rents are being informed that, save in exceptional circumstances, no trees will be licensed in areas in which there are no taverns.

The Kacheheri, Matale, April 1, 1926.

W. E. HOBDAY,  
Assistant Government Agent.

*Schedule.*

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

No.	Division.	Locality or Range.
		Within the limits of—
3 ..	Matale South	Udasgiriya wasama
4 ..	Do.	Gammulla wasama
5 ..	Do.	Dullewa wasama
6 ..	Do.	Galwadukumbura wasama
7 ..	Do.	Tenne wasama
8 ..	Do.	Wariyapola wasama
9 ..	Do.	Ukuwela wasama
10 ..	Do.	Palle Hapuwida and Muwandeniya wasamas
11 ..	Do.	Udangamuwa and Imbulpitiya wasamas
12 ..	Matale East	Within the Sanitary Board limits of Rattota town
13 ..	Do.	Within the limits of Maussagolla wasamas
14 ..	Do.	Pallegama wasama
15 ..	Do.	Weragama wasama
16 ..	Do.	Etanwela wasama