



# THE CEYLON GOVERNMENT GAZETTE

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## PART I.—GENERAL.

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

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COLOMBO :

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## PROCLAMATION BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS the Education District Committee of Negombo have, in pursuance of section 25 (1) of "The Education Ordinance, No. 1 of 1920," made the by-laws in the Schedule 1 hereto, for the area of the Urban District Council of Negombo, Western Province, as set forth in the Schedule A hereto.

Now know Ye that We, the Governor of Ceylon, in exercise of the power vested in Us by sub-section (5) of section 25 of the said Ordinance, and with the advice of the Executive Council, do hereby confirm the said by-laws set forth in the said Schedule 1 hereto.

And We do hereby proclaim and declare that the said by-laws shall come into operation from the date hereof.

Colombo, April 10, 1926.

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

GOD SAVE THE KING.

### SCHEDULE 1.

*By-laws made under Section 25 (1) of "The Education Ordinance, No. 1 of 1920," for the Area described in the Schedule A hereto by the Education District Committee, Negombo.*

(Approved by the Board of Education and confirmed by His Excellency the Governor in Executive Council.)

1. *Definitions.*—In these by-laws—

The terms "boy," "girl," and "child" shall mean a boy, a girl, or a child residing within the limits of the Negombo Urban District Council area.

The term "parent" shall bear the definition given in section 2 of "The Education Ordinance, No. 1 of 1920." The term "Code" means the Code for Aided Schools for the time being sanctioned by His Excellency the Governor in Executive Council.

The term "attendance" means an attendance for the period defined by the Code as constituting a full attendance recorded in an Attendance Register in the manner prescribed in the Code.

The term "school" shall mean an Elementary school recognized as such by the Director of Education, and shall include the schools specified in the Schedule B hereto.

The term "Inspector of Schools" means an Inspector appointed by Government, and includes an Assistant Inspector of Schools.

The terms "adequate and suitable provision for the education of a child" and "reasonable excuse" shall bear the meanings given to them in sub-sections (2) and (3) respectively of section 25 of "The Education Ordinance, No. 1 of 1920."

The term "Chairman" means the person elected as Chairman of the Education District Committee, Negombo (Urban).

2. The Chairman shall preside at all meetings of the Committee. In the absence of the Chairman such member of the Committee as may be elected by the members present shall preside.

3. Meetings shall be held on such dates and at such times and places as the Committee may from time to time determine, or as provided by section 22 (2) of the Ordinance No. 1 of 1920.

At least 7 days' notice of the day fixed for any meeting shall be sent to each member of the Committee.

In the case of death or resignation of the Chairman any three members of the Committee may summon a meeting for the purpose of electing a Chairman.

4. That for the purpose of Ordinance No. 1 of 1920, the Negombo Urban District Council area shall be the school circle for Negombo Urban District Education Committee.

5. *Children to attend School.*—The parent of every child between the ages of 6 and 14 years, and in the case of Muslim and Tamil girls between the ages of 6 and 10 years of age, shall cause such child to attend school unless there is reasonable excuse for the child's non-attendance.

No girl shall be compelled to attend a school in which there is no female teacher employed.

Provided also that nothing in these by-laws shall require any child to attend school on any day exclusively set apart for religious observance by the religious body to which its parents belong.

6. *The Time of Attendance.*—The time during which a child shall attend school shall be the whole time for which the school shall be open for the instruction of children of similar ages.

No school shall be kept open for the purpose of giving instruction to pupils for more than 6 hours a day including intervals for meals, &c. The hour at which school work shall commence being left to the discretion of the Managers, and in the case of Government schools to the Inspectors.

The school time table shall be approved by the Inspector of Schools.

No school shall, except with the permission of the Divisional or District Inspector of Schools, be kept open for school work on more than 5 days a week or on less than 200 days a year.

7. *Distance from Residence to School.*—No boy under 8 and no girl shall be compelled to attend a school more than  $\frac{3}{4}$  mile distance from his or her residence; and no boy over 8 shall be compelled to attend a school more than 2 miles distant from his residence.

8. *Penalty.*—Whoever fails or neglects to cause the attendance of any child in school as provided for by these by-laws shall be guilty of an offence punishable with a fine not exceeding five rupees and for a continuing offence shall be punishable with a fine not exceeding one rupee for each day.

## SCHEDULE A.

*North.*—A straight line drawn from the junction of Dalupotta-oya with the canal due west to the sea.

*East.*—The Dalupotta-oya from its junction with the canal to the culvert over the said oya on the Negombo-Minuwangoda road, and thence southwards along the western boundary of the Goluapokuna estate to the Deahonda-ela.

*South.*—The Deahonda-ela (near the 20th milepost on the Colombo road), and a line drawn from the mouth of the said ela due west across the Negombo lake to the eastern shore of Pitipana.

*West.*—The eastern and northern shores of Pitipana, and the southern and eastern shores of Duwa at high water as far as the extreme north-eastern point of Duwa, thence by a straight line drawn from the northern end of Dhobies' lane and the sea.

NOTE.—Within the area above described the islands of Munnakkara and Mankuliya are included, but not the other small islands above high-water mark.

## SCHEDULE B.

*English Schools.*

Roman Catholic Boys', Grand street.  
Do. Girls', Grand street.

Maris Stella College, Colombo road.  
Wesleyan Mixed.

*Vernacular Schools.*

Roman Catholic Boys', Grand street.  
Do. Girls', Grand street.  
Do. Mixed, Munnakara.  
Do. Boys', Sea street.  
Do. Girls', Sea street.  
Do. Mixed, Etukala.  
Do. Mixed, Kudapadu.

Roman Catholic Boys', Bolawalana.  
Do. Girls', Bolawalana.  
Do. Mixed, Mankuliya.  
Do. Boys', St. Peter's.  
Lunukadahandiya Industrial School.  
NG/Vidhdhyalankara Buddhist School.  
Government Tamil School; Boys', Hunupitiya.

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

No. 140 of 1926.

WITH reference to Notification dated January 21, 1926, published in the *Government Gazette* of January 22, 1926, it is hereby notified that HIS MAJESTY THE KING has been pleased to confirm the provisional appointment of the Hon. Mr. W. E. WAIT to be a Nominated Official Member of the Legislative Council of Ceylon.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 16, 1926. Colonial Secretary.

No. 141 of 1926

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

Mr. W. J. L. ROGERSON to act in the office of Assistant at Matale to the Government Agent, Central Province; Deputy Fiscal for the District of Matale; Additional Commissioner of Requests and Police Magistrate, Matale; Additional Superintendent of Police, Matale; and Local Authority under the Petroleum Ordinance for the District of Matale, with effect from April 12, 1926, until further orders.

Mr. A. G. TILLEKERATNE to act as Assistant Postmaster-General, with effect from April 7, 1926, during the employment of Mr. G. W. J. PRAAT as Postmaster-General, or until further orders.

Mr. J. M. DE SILVA to act as Extra Office Assistant to the Government Agent, Province of Sabaragamuwa, with effect from April 12, 1926, until further orders.

Mr. B. F. PERERA to be Cadet attached to the Anuradhapura Kachcheri from April 14, 1926, until further orders.

Mr. S. J. C. SCHOKMAN to act as a Crown Counsel from April 14, 1926, until further orders.

Mr. C. COOMARASWAMY to the office of District Judge and Additional Commissioner of Requests and Police Magistrate, Kalutara, with effect from April 14, 1926, until further orders.

Mr. V. M. FERNANDO to act as District Judge and Additional Commissioner of Requests, Kandy, and Visitor of the Prisons at Kandy, with effect from April 15, 1926, until further orders.

Mr. H. S. ROBERTS to act as District Judge and Additional Commissioner of Requests, Kandy, during the absence of Dr. P. E. PIERS, from April 11 to 15, 1926, inclusive, or until the assumption of duties by Mr. V. M. FERNANDO.

Mr. S. C. SANSONI to act as District Judge, Negombo, on April 10 and 12, 1926.

Mr. AELIAN ONDAATJE to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, during the absence of Mr. V. COOMARASWAMY, on April 14, 1926, or until the resumption of duties by that officer.

Mr. C. P. MARKUS to act as Additional District Judge, Kurunegala, on April 17, 1926.

Mr. C. F. DHARMARATNE to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Ratnapura, on April 30 and May 1, 1926.

Mr. A. L. J. CROOS-DABRERA to act as Second Additional District Judge, Colombo, with effect from April 14, 1926, until further orders.

Mr. B. L. DRIEBERG to act as Commissioner of Requests and Police Magistrate, Avissawella, and Additional District Judge, Colombo, Negombo, Ratnapura, and Kegalla, during the absence of Mr. K. VAITHIATHANATHAN, from April 27, 1926, to May 6, 1926, inclusive, or until the resumption of duties by that officer.

Mr. M. A. PERERA to act as Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Kandy, during the absence of Mr. H. P. KAUFMANN, from April 16 to 25, 1926, inclusive, or until the resumption of duties by that officer.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, during the absence of Mr. M. H. KANTAWALA, from April 16, 1926, until the resumption of duties by that officer.

Mr. R. S. TENNEKON 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 10 to 13, 1926, or until the resumption of duties by that officer.

Mr. O. G. D'ALWIS to act as Additional Police Magistrate, Kalutara, on April 16, 1926.

Mr. T. B. PANABOKKE to act as Additional Police Magistrate, Gampola and Nuwara Eliya-Hatton, on April 19, 1926.

Mr. H. J. M. WICKRAMARATNA to act as Additional Police Magistrate, Balapitiya, on April 16, 1926.

Mr. J. KADRAMATAMBY to act as Additional Police Magistrate, Batticaloa, from April 19 to 24, 1926, inclusive.

Dr. H. J. DE SARAM, Acting Provincial Surgeon, Central Province, to be a Member of the Board of Improvement Commissioners, Kandy, *vice* Dr. R. F. LABROOY, retired.

Mr. C. H. FIGG to be an Unofficial Member of the Colombo Port Commission, *vice* Sir J. THOMSON BROOM.

Mr. A. D. MORLEY to be a Member of the Sanitary Board for the Province of Uva, *vice* Mr. F. FOWLER.

Mr. A. M. CLARKE, O.B.E., to be a Member of the Sanitary Board for the Province of Uva, *vice* Mr. E. C. CAMERON.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 16, 1926. Colonial Secretary.

No. 142 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion in the Civil Service, with effect from March 1, 1926.

*To Class IV.*

Mr. J. R. TOUSSAINT.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 12, 1926. Colonial Secretary.

No. 143 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. J. LENCE provisionally as Acting Consul-General of Belgium at Calcutta for British India and Ceylon during the absence of Mr. F. JANSSEUS, from March 29, 1926.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 10, 1926. Colonial Secretary.

No. 144 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Lieutenant M. M. MILNE-THOMSON, Royal Artillery, as Adjutant of the Ceylon Garrison Artillery, with effect from March 13, 1926, *vice* Captain L. F. H. BELL, M.C., Royal Artillery, who has left the Island.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 14, 1926. Colonial Secretary.

No. 145 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Second Lieutenant WILFRID THOMAS SOUTHOORN of his Commission in the Ceylon Planters' Rifle Corps Reserve, with effect from April 1, 1926.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 15, 1926. Colonial Secretary.

No. 146 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. D. R. SENEVIRATNE to be an Inquirer for the Chief Headman's division of Uda Bulatgama, in the Kandy District, and Pallepene korale of Kotmale, in the District of Nuwara Eliya.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 10, 1926. Colonial Secretary.

No. 147 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 the following persons to be Inquirers for the divisions in the Kandy District noted against their names:—

Mr. J. MARAMBE, Uda Bulatgama, *vice* Mr. A. J. W. MARAMBE, retired.

Mr. H. B. RAMBKUWELLE, Uda Dumbara, *vice* Mr. P. B. MADUGALLE, retired.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 10, 1926. Colonial Secretary.

No. 148 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. WIKKRAMARATNA BANDA, Korala, to be an Inquirer for Ihala Wisideke korale west, in Hiriyala hatpattu of the District of Kurunegala, North-Western Province, from March 12, 1926, until further orders, in place of Mr. N. A. IBRAHIM SAIBO, resigned.

Notification No. 101 in *Government Gazette* No. 7,516 of March 12, 1926, is hereby cancelled.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 10, 1926. Colonial Secretary.

No. 149 of 1926.

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

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

No. 150 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. ANTONY MARIA DASON of "Cecilia House," Galle road, Bambalapitiya, 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 8, 1926. Colonial Secretary.

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

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. LEOPOLD JAMES DE SILVA SENEVIRATNE, as Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) of the Puttalam-Chilaw District of the North-Western Province, with effect from April 8, 1926, *vice* Mr. JOSEPH LIGHT, on furlough. His office will be at the Assistant Provincial Registrar's Office, Puttalam.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

IT is hereby notified that I have appointed SENEVIRATNE GOMARA MUDIYANSELAGE SEERALA THEWAHAMI to act as Registrar of Births and Deaths of Kalagam korale south division, and of Marriages (Kandy and General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, for three months with effect from April 20, 1926, *vice* S. G. M. MUDALIHAMY, on leave. His office will be at Korasagalla.

Registrar-General's Office,  
Colombo, April 9, 1926.

A. W. SEYMOUR,  
Registrar-General

IT is hereby notified that I have appointed SANTYAP-PILLAI ANTONIPPILLAI to act as Registrar of Marriages (General) of Vadamaratchi division, in the Jaffna District of the Northern Province, for three months with effect from May 6, 1926, *vice* Registrar, SANTYAPPILLAI DOMNIGUPILLAI TAMPOE, on leave. His office will be at Arasadi in Karavaddi North; station: Anaiviluntan in Valluvedditurai and Tillaindateni in Point Pedro.

Registrar-General's Office,  
Colombo, April 8, 1926.

A. W. SEYMOUR,  
Registrar-General

IT is hereby notified that I have appointed Dr. SAMUEL KASIPPILLAI CHINNIAM as Medical Registrar of Births and Deaths of Vavuniya town division, in the Mullaitivu District of the Northern Province, with effect from April 1, 1926, *vice* Dr. SINNAIYA THURAIYAPPA, transferred. His office will be at the Civil Hospital, Vavuniya.

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

A. W. SEYMOUR,  
Registrar-General

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

Mr. JOHN VYRAMUTTU AIYAMPILLAI to act as Registrar of Lands, Trincomalee, for six days from April 12, 1926, during the absence of the Registrar, Mr. K. V. SUBRAMANIAM, on leave.

Registrar-General's Office,  
Colombo, April 8, 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 Mr. WALTER MARTINUS DE ALWIS to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for March 31, 1926, during the absence of the Registrar, Mr. DON PETER EDMUND HETTIARATCHI, on leave. His office will be at the Kachcheri, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed HETTIYAKANDAGE LIVINIS FERNANDO JAYAWARDANA to act as Registrar of Marriages (General) of Pallepattu of Salpiti korale division, in the Colombo District of the Western Province, for twenty-two days from April 6, 1926, during the absence of the Registrar, EMANUEL ABRAHAM SALGADO, on leave. His office will be at Bulugahawatta in Rawatawatta; station: Buddhist Schoolroom at Egoda Uyana; additional station: Munbuntuduwawatta in Indibedda.

The Additional Assistant Provincial Registrar, Colombo District, has appointed Dr. STANISLAUS CASIMER MANIKAWASAGER to act as Registrar of Births and Deaths of

Colombo town, No. 5 division, in the Colombo District of the Western Province, for April 15, 1926, during the absence of the Registrar, Dr. JOSEPH LOUIS FERNANDO, on leave. His office will be at 20C, Mayfield road, Kotahena.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PALLAGE DON PROLIS APPUHAMY to act as Registrar of Births and Deaths of Welgama division, and of Marriages (General) of Gaṅgaboda pattu division, in the Kalutara District of the Western Province, for fifteen days from April 1, 1926, *vice* the Registrar, DON CHARLES SAMARASEKERA, retired. His office will be at Sarakkuwewatta in Bulatsinhala; station: Delpawatta in Mahagama on first and third Thursdays of every month.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PETIKIRIARACHIGE HENRY PETER GUNATILAKE to act as Registrar of Births and Deaths of Kumbuke division, and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, for twenty-seven days from April 4, 1926, *vice* the Registrar, DON PROLIS DASSANAYAKE, deceased. His office will be at Kahatagahawatta in Kumbuke.

The Additional Assistant Provincial Registrar, Matale, has appointed IHALAWALAWWE TIKIRI BANDA to act as Registrar of Births and Deaths of Gangala Pallesiya pattu division, and of Marriages (General) of Matale East division, in the Matale District of the Central Province, for ten days from April 1, 1926, during the absence of the Registrar, DAVUNDAWICKRAMA RAJAPAKSHA WASALA MUNASINHA MUDIYANSELAGE LOKU BANDA, on leave. His office will be at Ihalawalawwewatta in Galboda.

The Additional Assistant Provincial Registrar, Galle, has appointed WARNAKULA WEERASURIYA JOSEPH FERNANDO to act as Registrar of Births and Deaths of Galle Municipality division, in the Galle District of the Southern Province, on April 2, 1926, during the absence of the Registrar, EDMUND ABEYSUNDERA JAYASEKERA, on leave. His office will be at Civil Hospital, Galle.

The Additional Assistant Provincial Registrar, Galle, has appointed CECIL EDWARD GUNATILLEKA to act as Registrar of Births and Deaths of Galle Municipality division, in the Galle District of the Southern Province, for two days from April 5, 1926, during the absence of the Registrar, EDMUND ABEYSUNDERA JAYASEKERA, on leave. His office will be at Civil Hospital, Galle.

The Additional Assistant Provincial Registrar, Galle, has appointed CHARLES DIAS WICKRAMANAYAKA KARUNARATNA to act as Registrar of Births and Deaths of Habarakada division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for fifteen days from April 12, 1926, during the absence of the Registrar, HENDRICK DIAS WICKRAMANAYAKA KARUNARATNE, on leave. His office will be at Egiliyegegedarawatta at Tawalama.

The Additional Assistant Provincial Registrar, Matara, has appointed LOUIS DISSANAYAKA SEDARA to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gaṅgaboda pattu division, in the Matara District of the Southern Province, for three days from March 28, 1926, during the absence of the Registrar, DIAS MARTIN WANIGASEKERA, on leave. His office will be at Godawekandewatta in Kamburupitiya.

The Additional Assistant Provincial Registrar, Matara, has appointed DON DULIUS WICKRAMARATNA GUNASEKERA to act as Registrar of Births and Deaths of Akuressa division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for fourteen days from April 3, 1926, during the absence of the Registrar, PATIRANAGE DON ALLIS, on sick leave. His office will be at Amuhenewatta in Poramba.

The Additional Assistant Provincial Registrar, Matara, has appointed Dr. CLAUDIUS DENVER WICKRAMASINGHA to act as Registrar of Births and Deaths of Weligama town division, in the Matara District of the Southern Province, for fourteen days from April 5, 1926, *vice* Dr. PAULUS DENIPITIYA MOHANDIRANGE, transferred. His office will be at the Government Dispensary, Weligama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS DIAS RATNETUNGA to act as Registrar of Births and Deaths of Kahawatta Lower division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from March 30, 1926, during the absence of the Registrar, GIRIGORIS DIAS RATNATUNGA, on leave. His office will be at Udumulla-addarawatta in Aranwela; additional office: Ambagahahena in Kudahilla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NIKULAS RAJAPAKSA to act as Registrar of Births and Deaths of Morakada Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for thirty days from April 1, 1926, during the absence of the Registrar, DON DIONIS RAJAPAKSA, on leave. His office will be at Godawanewatta in Baddiyagama.

The Additional Assistant Provincial Registrar Hambantota has appointed DAVID DHARMASENA WIRAWARNAKULA to act as Registrar of Births and Deaths of Ranna division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for twenty-five days from April 1, 1926, *vice* the Registrar, DON DAVIT MOTANGAWIRA, resigned. His office will be at Suriyagahawatta in Wellege; additional office: Siyam-balagahawatta in Ranna.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESSEKARA DISSANAYAKA to act as Registrar of Births and Deaths of Paragam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for seven days from April 6, 1926; during the absence of the Registrar, CHETWYND ABESUNDARA WEERASINGHA, on leave. His office will be at Bulugahawatta *alias* Walawwewatta in Welipitiya.

The Assistant Provincial Registrar, Jaffna, has appointed MAYILVAKANAM CHELLATTURAI to act as Registrar of Births and Deaths of Kaddaveli division, and of Marriages (General) of Vadamaradchi division, in the Jaffna District of the Northern Province, for thirty days from April 8, 1926, during the absence of the Registrar, MAYILVAKANAM TAMOTARAMPILLAI, on leave. His office will be at Elumpansima in Tunnalai South; station: Koddaiyadi in Karaveddi North.

The Assistant Provincial Registrar, Mullaitivu, has appointed TAMU UDAIYAR CHELLIAH to act as Registrar of Marriages (General) of Vavuniya South division, in the Mullaitivu District of the Northern Province, for seven days from March 26, 1926, during the absence of the Registrar, CANAPATIPPILLAI AMPALAVANAR, on leave. His office will be at the District Mudaliyar's Office at Vavuniya.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed SEBASTIAN MICHAEL JOSHUA to act as Registrar of Births and Deaths of Koralai pattu south division, and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, for twenty-five days from April 10, 1926, during the absence of the Registrar, NALLATHAMBY PETER, on leave. His office will be at Korakallimadu; stations: Santiveli and Murakoddanchenai.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed MUDIASELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Udukaha korale east division, and of Marriages (General) of Dambadeni hatpattu division, in the Kurunegala District of the North-Western Province, for three days from March 29, 1926, during the absence of the Registrar, WIJEKON MUDIASELAGE PUNCHI BANDA TILLEKARATNE, on leave. His office will be at Boyawalana.

The Assistant Provincial Registrar, Anuradhapura, has appointed JAYASUNDARA HERATMUDIYANSELAGE PUNCHIRALA to act as Registrar of Births and Deaths of Kiralawa korale east division, and of Marriages (General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, for seventeen days from April 2, 1926, during the absence of the Registrar, J. H. M. KALU BANDA, on sick leave. His office will be at Kitulhitiyawa.

The Provincial Registrar, Ratnapura, has appointed HECTOR DIAS SENEVIRATNE to act as Registrar of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for six days from April 7, 1926, during the absence of the Registrar, THOMAS DE SILVA ABAYAWICKRAMA, on leave. His office will be at the Land Registry, Ratnapura.

Registrar-General's Office,  
Colombo, April 12, 1926.

A. W. SEYMOUR,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. D. Gunasekera	.. Clerk, Class III. of the Clerical Service	.. Excise Learner

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, April 14, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

### “THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897.”

WHEREAS cholera has broken out in Karaiyur Ward of the town of Jaffna, Northern Province, and the Government Agent of the Northern Province did, as a proper authority in terms of the regulations framed under “The Quarantine and Prevention of Diseases Ordinance, 1897,” on April 6 declare the locality described in the schedule hereto to be a diseased locality, it is hereby notified that His Excellency the Governor in Executive Council has been pleased to confirm the afore-mentioned declaration of the Government Agent, Northern Province, in terms of the regulations made under the above-mentioned Ordinance and published in the *Government Gazette* No. 7,481 of August 28, 1925.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, April 16, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

### SCHEDULE.

The area bounded on the north by Main street, east by Maravakulam road, south by Beach road, and west by Oddaikarai road and the Karaiyur Cross road in continuation thereof.

## "THE EXCISE ORDINANCE, NO. 8 OF 1912."

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. D. H. Unwin to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance, during the absence of Mr. E. R. Cave-Browne from the Island on furlough.

Colonial Secretary's Office,  
Colombo, April 9, 1926.

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

## "THE EXCISE ORDINANCE, NO. 8 OF 1912."

HIS Excellency the Governor has been pleased, in terms of section 2 (e) (ii) of Excise Notification No. 85, to nominate Mr. F. A. E. Price to be a Member of the Excise Advisory Committee for the Matale Revenue District area for the remainder of the period of three years ending September 30, 1927, *vice* Mr. H. D. Garrick, who is leaving the Island.

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

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

## "THE EXCISE ORDINANCE, NO. 8 OF 1912."

HIS Excellency the Governor has been pleased, in terms of section 2 (e) (i.) of Excise Notification No. 85, to appoint Mr. E. F. Home, nominated by the Ceylon Planters' Association, to be a Member of the Excise Advisory Committee for the Kandy Revenue District area for the unexpired period of three years ending September 30, 1927, *vice* Mr. A. Kenneth Pyper, who has resigned.

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

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

## "THE EDUCATION ORDINANCE, NO. 1 OF 1920."

BY-LAWS made by the Matara Urban Education District Committee, under section 25 (1) of "The Education Ordinance, No. 1 of 1920," for the area described in Schedule A hereto, approved by the Board of Education and confirmed by His Excellency the Governor in Executive Council.

Colonial Secretary's Office,  
Colombo, April 9, 1926.

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

## BY-LAWS REFERRED TO.

## 1. Definitions:—

The terms "boy," "girl," and "child" mean, respectively, a boy, a girl, or a child residing in the area described in the Schedule A hereto.

The term "parent" includes a guardian and any person who has the legal or actual custody of a child.

The term "attendance" means an attendance for a period defined by the Code as constituting a full attendance recorded in an Attendance Register in the manner prescribed by the Code.

The term "school" shall mean an elementary school recognized as such by the Director of Education, and shall include the schools mentioned in Schedule B hereto.

The term "Inspector of Schools" means an Inspector of Schools appointed by His Excellency the Governor, and includes an Assistant Inspector.

The term "Code" means the code of regulations made by the Board of Education under section 10 of the above-mentioned Ordinance.

The term "local authority" means the Matara Urban Education District Committee.

The terms "adequate and suitable provision for the education of a child" and "reasonable excuse" shall bear the same meaning as in sub-sections 25 (2) and (3) (b) of Ordinance No. 1 of 1920.

2. The parent of every boy not less than 6 years old and not more than 14 years old, and of every girl not less than 6 years and not more than 12 years old, shall cause such boy or girl to attend a school unless he has made other adequate and suitable provision for the education of such boy or girl or unless there is a reasonable excuse for non-attendance. In the case of Muslim and Tamil girls, however, a parent shall cause such girls not less than 6 years and not more than 10 years old to attend school. Provided that no boy under 8 years and no girl be compelled to attend a school more than  $\frac{3}{4}$  mile distant from his or her residence, and no boy over 8 years shall be compelled to attend a school more than 2 miles distant from his residence. Provided further, that this section shall not apply to Burghers and Europeans.

3. The time during which every boy or girl shall attend school, shall be the whole time for which the school shall be open for the instruction of children of similar age.

(a) No school shall be kept open for the purpose of giving instruction to pupils for more than 6 hours a day, including intervals for meals, &c. The hour at which the school work should commence may be left to the discretion of the Managers or Headmasters, but no school should be opened earlier than 8 A.M. or later than 10 A.M. The school time table should be approved by the Inspector of Schools.

(b) No school shall, except with the permission of the Divisional or District Inspector of Schools, be kept open for school work on more than 5 days a week or on less than 200 days a year.

## 4. Provided always that nothing in these by-laws—

(a) Shall prevent the presence of children being excused during the hours when religious instruction is given as provided by section 15 of Ordinance No. 1 of 1920.

(b) Shall require any child to attend school on any day exclusively set apart for religious observance by the religious body to which the child's parent belongs.

5. And provided always, that when a child between 10 and 14 years of age being beneficially employed to the satisfaction of the Chairman of the Matara Urban Education District Committee has received a certificate from an Inspector of Schools that he has passed in Reading, Writing, and Arithmetic, the examination for the Fourth Standard prescribed by the Code for the time being he shall not be required to attend school.

6. Every parent who shall not observe or shall neglect or violate these by-laws or any of them shall, upon conviction, be liable to a fine not exceeding Rs. 5 for each offence, and an additional fine not exceeding Re. 1 per day in the case of a continuing offence. No parent shall be prosecuted unless his child is absent in any month over one-fifth of the number of days during which the school shall be open that month.

NOTE.—The following are the portions of Education Ordinance, No. 1 of 1920, referred to in section 1 of these by-laws:—

*Section 25 (2).*—A parent shall be deemed to have made adequate and suitable provision for the education of his child.—

- (a) If he proves that his child is in regular attendance at an elementary school or at a school certified by the Director to provide adequate and suitable education; or
- (b) If he proves that he has made such other provision for his child's education as the Director or some officer of the Department authorized by him shall certify to be adequate and suitable; or
- (c) If he produces a certificate from the Director or some officer of the Department authorized by him recommending that the child shall be exempted from compulsory attendance.

*Section 25 (3) (a).*—No parent shall be convicted for not causing his child to attend school, if he proves to the satisfaction of the court that he had reasonable cause for not causing such child to attend.

(b).—A parent shall be deemed to have reasonable excuse for not causing his child to attend school, if he proves that the child is prevented from attending by sickness or other unavoidable cause.

*Section 13.*—No applicant shall be refused admission into any assisted school on account of the religion, nationality, race, caste, or language of such applicant or of either of his parents.

*Section 14.*—Religious teaching shall not form part of the instruction to be given at any Government school, whether secondary or elementary, by any teacher; but any minister or teacher of religion authorized by the Director of Education by writing under his hand may give religious instruction to the children of the religious denomination to which the minister belongs at such times and places as may be agreed upon between him and the Director.

*Section 15 (1).*—It shall not be required as a condition of any child being admitted into or continuing in an assisted school that he shall attend or abstain from attending any Sunday school or any place of religious worship, or that he shall attend any religious observance or any instruction in religious subjects in the school or elsewhere, from which observance or instruction he may be withdrawn by his parent or guardian, or that he shall attend the school on any day exclusively set apart for religious observance by the religious body to which the parent belongs.

(2).—The time during which any religious observance is practised or religious instruction is given at any meeting of an assisted school shall be either at the beginning or the end, or at the beginning and the end of such meeting, and shall be inserted in a time table to be approved by the Director, and to be kept permanently and conspicuously affixed in every schoolroom, and any scholar may be withdrawn by his parent or guardian from such observance or instruction without forfeiting any of the other benefits of the school.

#### SCHEDULE A.

##### *Limits of the Urban District Council, Matara.*

*North.*—The road at Naimana ferry where the road reaches the Nilwala-ganga, thence the southern edge of the road westwards for a distance of 900 feet to the point where the road referred to meets the road leading towards Tennahena, thence along the southern edge of the latter road as far as the foot of the hill called Tennahena, thence along the foot of the hill westwards to the Walpola paddy fields, thence along the southern edge of these fields to the Hakmana road 150 feet south of Kitulawala iron bridge, thence westwards along the road trace through Tudawa, thence along the southern edge of the road from the Nupe canal to the Akuressa road at the  $\frac{3}{4}$  milepost.

*West.*—The eastern edge of the Akuressa-Matara road from the  $\frac{3}{4}$  milepost to a point 270 feet south of that post, thence by the eastern edge of the Gansabhawa road southwards to the first milepost on the Matara-Welegoda road, thence westwards along the southern edge of the latter road to a point 550 feet from the first milepost thereon, then southwards along the eastern edge of the Gansabhawa road as far as the 98 $\frac{1}{2}$  milepost on the Galle-Matara main road, thence along the southern edge of the latter road westwards as far as the 98 milepost, thence a straight line southwards at right angles to the road as far as the Talanwila canal, thence along the southern bank of the canal westwards as far as the Polhena cross roads, thence southwards along the eastern edge of the latter road as far as its junction with the Madiha-Polhena road, thence a line to the sea at right angles to the latter road.

*South.*—The sea.

*East.*—A line from the sea to the Eliyakanda Wesleyan Mission School, the line being a continuation of the direction of the Eliyakanda-Meddawatta road, thence the western edge of the Eliyakanda-Meddawatta road to the Tangalla road, thence a line at right angles to the Tangalla road to a distance of 700 feet north of the Tangalla road, thence in a westerly direction a line to the Nilwala-ganga crossing the Kekandura and Naimana roads at points respectively 700 feet from the Tangalla road, thence the Nilwala-ganga in a northerly direction as far as the Naimana ferry.

#### SCHEDULE B.

##### *Circle No. 1.—South of Nilwala-ganga.*

1. St. Servatius Boys' English School (Middle).
2. St. Mary's Convent for Girls (Middle).
3. Boarding Industrial School for Girls (Middle).
4. Matara Fort Vernacular School (Primary).
5. Meddawatta Boarding Girls' Vernacular School (Middle).
6. Pallimulla Mixed Vernacular School (Middle).
7. Meddawatta Boys' Vernacular School (Middle).

##### *Circle No. 2.—North of Nilwala-ganga and East of Nupe Dutch Canal.*

8. St. Thomas's Boys' English School (Middle).
9. St. Thomas's Girls' English School (Middle).

10. Gabadaweediya Mixed Vernacular School (Middle).
11. Weragampita Mixed Vernacular School (Middle).
12. Uyanwatta Mixed Vernacular School (Primary).
13. Muslim Mixed School (Primary).
14. Kadaweediya Mixed Vernacular School (Middle).

##### *Circle No. 3.—West of Nupe Dutch Canal.*

15. Weliveriya Boys' English School.
16. Pamburana Mixed Vernacular School (Middle).
17. Nupe Mixed Anglo-Vernacular School (Middle).



## 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 MEDICAL COLLEGE ORDINANCE, 1905."

RULE 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 CEYLON TELEGRAPH ORDINANCE, 1908."

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

Colonial Secretary's Office,  
Colombo, 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, Kesbawa, Kotte, Matara, Moratuwa, Mount Lavinia, Ragama, Wattala, Weligama, Dondra, Frocester,† Kadawata,† and Mirissa†	0	50
Avissawella, Hakmana, Kamburupitiya, Kochehikade, 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, Galagedara, Gampola, Kotmale, Loch-nagar, 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
Trincomalee†	2	50

\* From Call Office also 15 cents.

† To be opened shortly.

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the conveyance of materials by boat from October 1, 1926, to September 30, 1928, to and from the under-mentioned places:—

(a) Chilaw and Puttalam and intermediate stations and branch canals and backwaters at Rs. — per mile per cwt.

(b) Colombo and Bolgoda and intermediate stations and branch canals and backwaters at Rs. — per mile per cwt.

(c) Colombo and Digarolla and intermediate stations and branch canals and backwaters at Rs. — per mile per cwt.

(d) Colombo and Diyagama or intermediate stations and branch canals and backwaters at Rs. — per mile per cwt.

(e) Colombo Kalutara, and Nambapane and intermediate stations on the Kalu-ganga and the Kuda-ganga at Rs. — per mile per cwt.

Two tons to be taken as a boat load.

2. All tenders must be in duplicate, both copies being sealed in the same envelope and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Conveyance of Materials by Boat during 1926-28," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on May 4, 1926.

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

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

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

7. Further information may be obtained on application at the Office of the Director of Public Works.

8. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 200 for the due and faithful performance of the contract.

9. This contract shall not be assigned or sublet without the authority of the Tender Board.

10. 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.

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

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 Public Works, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

13. 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.

14. In the case of persons who have carried out contracts with the Public Works 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.

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

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

S. J. KIRBY,  
Public Works Office, for Director of Public Works.  
Colombo, April 7, 1926.

TENDERS are hereby invited for the supply of the under-mentioned materials to be delivered at the Public Works Department Yards, Batticaloa, Kalmunai, and Trincomalee, from October 1, 1926, to September 30, 1927:—

Baskets, ola, not under 12 in. by 12 in. by 8 in. each.

Baskets, rattan, 15 in. diameter top, 4 in. diameter bottom, 8 in. deep, each. (The canes holding the brim to the body of the basket should be turned down and inserted well into the weaving of the walls of the basket.)

Bricks, kiln, 9 in. by 4½ in. by 3 in., per 1,000.

Lime, boiled, per bushel.

Lime, slaked and screened, per bushel.

Tiles, half-round, 10 in., 12 in., and 15 in., per 1,000.

Cadjans, not less than 8 ft. long, and well plaited, per 100 pairs.

Ekels, per bundle containing 25.

Brooms, coir, each.

Brooms, ekel, each.

Gunny bags, each.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Eastern Province 1926-27," 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 May 11, 1926.

4. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, Colombo, or be sent to him through the post.

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Eastern Province, Batticaloa, not later than 12 noon on May 11, 1926:—

Baskets, ola

Baskets, rattan

Bricks, kiln

Tiles, half-round

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

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

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Provincial Engineer, Eastern Province, Batticaloa, that his tender has been accepted,

such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Eastern Province, Batticaloa.

10. Before any tender is accepted, the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

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 Provincial Engineer, Eastern Province, Batticaloa, for reasons which appear to him sufficient objects after giving due notice of his objection in writing.

15. 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.

16. In the case of persons who have carried out contracts with the Public Works 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.

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

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

S. J. KIRBY,

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

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1926, to September 30, 1927, to be delivered at the places named below, in the Province of Sabaragamuwa.

*List of Materials.*

Bricks, slop, 9 in. by 4½ in. by 3 in., per 1,000.

Charcoal, per bag.

Lime, boiled, per bushel.

Lime, slaked, per bushel.

Tiles, 15 in. half-round, per 1,000.

Cadjans not less than 6 ft. long, per 1000.

Firewood, in lengths of 3 ft. and not less than 2 in. in diameter, per cubic yard.

*Pelmadulla District.*—Pelmadulla, Balangoda, Rakwana.

*Ratnapura District.*—Ratnapura, Kuruwita.

*Avissawella District.*—Avissawella, Karawanella, and Yatiyantota.

*Kegalla District.*—Kegalla, Ambanpitiya, and Aranayaka.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Province of Sabaragamuwa, 1926-27," 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 May 11, 1926.

4. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, Colombo, or be sent to him through the post.

5. Samples of the bricks and tiles tendered for are to be deposited at the Office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, not later than 12 noon on May 11, 1926.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

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

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

9. Further information may be obtained on application at the Office of the Provincial Engineer, Province of Sabaragamuwa, Ratnapura.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

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

15. 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 the landed property and the nature and extent of other interests should also be given.

16. In the case of persons who have carried out contracts with the Public Works 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.

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

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

S. J. KIRBY,

for Director of Public Works.

Public Works Office,  
Colombo, April 12, 1926.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1926, to September 30, 1927:—

*List of Materials.*

To be delivered at the Public Works Department Yards at Jafna, Pallai, Vavuniya, and Mannar—

- Coir string, per cwt.
- Baskets, naar, not under 12 in. by 12 in. by 8 in., per 100.
- Lime made from coral chips, per bushel.
- Lime, shell, per bushel of 92 lb.
- Charcoal, per bushel.
- Cadjans, not less than 8 ft. by 18 in., per 100.
- Palmyra rafters, 4 in. by 2½ in.
- Palmyra reapers, 2 in. by 1 in.

To be delivered at the Public Works Department Yard at Mannar only—

- Baskets, Madampe, coal, extra strong, 19 in. diameter top, 5 in. diameter bottom, 13 in. deep. (The canes holding the brim of the body of the basket should be turned down and inserted well into the weaving of the walls of the basket.)

To be delivered at the Public Works Department Yards at Vauniya and Pallai only:—

Burnt bricks, 9 in. by 4½ in.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairmen of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Northern Province, 1926-27," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on May 11, 1926.

4. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, Colombo, or be sent to him through the post.

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Northern Province, Jaffna, not later than midday, on May 11, 1926:—

Baskets, naar.	Coir string.
Lime made from coral chips	Baskets, Madampe, coal.
Lime, shell.	Burnt bricks.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Northern Province, Jaffna, 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.

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

9. Further information may be obtained on application at the Office of the Provincial Engineer, Northern Province, Jaffna.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specifications and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

14. 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, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

15. 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 their interests should also be given.

16. In the case of persons who have carried out contracts with the Public Works 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.

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

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

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

Public Works Office,  
Colombo, April 12, 1926.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1926, to September 30, 1927, for the use of the Public Works Department, in Central Province (South), in the following districts and delivered at the under-mentioned places, viz.—

*Nuwara Eliya District.*

At Public Works Department Yard, Nuwara Eliya.  
At Railway Station, Nuwara Eliya.

*Pussellawa District.*

At Public Works Department Yard, Pussellawa.  
At Public Works Department Yard, Gampola.

*Dimbulla District.*

At Public Works Department Yard, Dimbulla.  
At Railway Stations, Nawalapitiya and Talawakele.

*Dikoya District.*

At Public Works Department Yard, Norwood.  
At Railway Stations, Hatton.

*List of Materials.*

Baskets, rattan, Madampe, 19 in. diameter top, 5 in. diameter bottom, 13 in. deep.

Baskets, rattan, saucer-shaped, 18 in. diameter by 6 in. deep, of whole cane, each.

Note.—In the case of baskets, the canes holding the brim to the body of the baskets should be turned down and inserted well into the weaving of the walls of the baskets.

Bricks, 9 in. by 4½ in. by 3 in. per 1,000 (Pussellawa, Dikoya, and Dimbulla districts only).

Lime, slaked, well burnt, and free from particles of stone, per bushel of 42 lb.

Lime boiled, best, per bushel of 85 lb.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Central Province (South) 1926-27, 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 May 11, 1926.

4. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, Colombo, or be sent to him through the post.

5. Samples of the articles tendered for are to be deposited in sealed packets of the Office of the Provincial Engineer, Central Province (South), Nuwara Eliya, not later than 12 noon on May 11, 1926.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Central Province (South), Nuwara Eliya, 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.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or 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, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, Central Province (South), Nuwara Eliya, 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 Government contract. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Central Province (South), Nuwara Eliya.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

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

15. 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.

16. In the case of persons who have carried out contracts with the Public Works 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.

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

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

S. J. KIRBY.

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

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1926, to September 30, 1927, for the use of the Public Works Department in the following Districts:—

*Kurunegala District.*

Within the town of Kurunegala.  
Within the departmental district of Kurunegala.

*Puttalam District.*

Within the town of Puttalam.  
Within the departmental district of Puttalam.

*Chilaw District.*

Within the town of Chilaw.  
Within the departmental district of Chilaw.

*Dandagamuwa District.*

Within the town of Dandagamuwa.  
Within the departmental district of Dandagamuwa.

*Maho District.*

Within the departmental district of Maho.

*List of Materials.*

Coir string, per cwt.  
Baskets, ola, each.  
Baskets, rattan, each (the canes holding the brim to the body of the basket should be turned down and inserted well into the weaving of the walls of the basket.)  
Lime, boiled, per bushel.  
Lime, slaked, per bushel.  
Tiles, half-round, per 1,000.  
Bricks kiln, per 1,000.  
Charcoal, per bushel.  
Cadjans, double, per 100.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for supply of Materials, Public Works Department, North-Western Province, 1926-27," 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 May 11, 1926.

4. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, Colombo, or be sent to him through the post.

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, North-Western Province, Kurunegala, not later than 12 noon on May 11, 1926.

Baskets, rattan:	Bricks.
Baskets, ola.	Tiles, half-round.
Coir string.	

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

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

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

9. Further information may be obtained on application at the Office of the Provincial Engineer, North-Western Province, Kurunegala.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for the due and faithful performance of the contract.

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

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

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

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 Provincial Engineer, North-Western Province, Kurunegala, for reasons which appear to him sufficient objects, after giving due notice of his objection in writing.

15. 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 the landed property and the nature and extent of other interests should also be given.

16. In the case of persons who have carried out contracts, with the Public Works 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.

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

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

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

Public Works Office,  
Colombo, April 12, 1926.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1926, to September 30, 1927, for the use of the Public Works Department in the following districts:—

Delivered at the Public Works Department Store, Anuradhapura.

Delivered at the Public Works Department Store, Mihintale.

Delivered at the Public Works Department Store, Maradankadawala.

*List of Materials.*

Bricks, slop, 9 in. by 4½ in. by 3 in. per 1,000.

Lime, slaked, per bushel of 42 lb.

Lime, boiled, per bushel of 92 lb.

Tiles, half-round, 12 in., per 1,000.

Cadjans, double, 7 ft. long, per 100.

Straw, per 100 bundles.

Charcoal, per bushel.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, North-Central Province, 1926-27," 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 May 11, 1926.

4. Tenders should either be deposited in the tender box in the Office of the Controller of Revenue, Colombo, or be sent to him through the post.

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, North-Central Province, Anuradhapura, not later than 12 noon on May 11, 1926.

Bricks, slop, 9 in. by 4½ in. by 3 in.

Tiles, half-round, 12 in.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

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

8. A deposit of Rs. 50 will be required to be made either at the Treasury or 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, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, North-Central Province, Anuradhapura, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Provincial Engineer, North-Central Province, Anuradhapura.

10. Before any tender is accepted, the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

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

15. 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.

16. In the case of persons who have carried out contracts with the Public Works 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.

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

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

Public Works Office,  
Colombo, April 12, 1926.

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

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1926, to September 30, 1927, for the use of the Public Works Department in the following districts:—

Galle District: delivered within the Municipality of Galle.

Matara District: delivered within the Local Board limits of Matara.

Hambantota District: delivered in the town of Hambantota.

*List of Materials.*

Bricks, slop, market size, per 1,000.  
Bricks, paving, market size, per 1,000.  
Cadjans, double, per 100.  
Lime, slaked, per bushel of 42-lb.  
Lime, boiled, per bushel of 92-lb.  
Coir string, per cwt.  
Gunny bags, each.  
Tiles, half-round, 14 in., for roof slopes, per 1,000.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Southern Province, 1926-27," 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 May 11, 1926.

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

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Southern Province, Galle, not later than 12 noon on May 11, 1926.

Bricks, slop, coir string, gunny bags, bricks, paving, tiles half-round, 14 in.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. 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.

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Provincial Engineer, Southern Province, Galle, 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 Government contract. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Southern Province, Galle.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

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

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

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

15. 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 interest should also be given.

16. In the case of persons who have carried out contracts with the Public Works 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.

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

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

Public Works Office, S. J. KIRBY,  
Colombo, April 12, 1926. for Director of Public Works.

**TENDERS** are hereby invited for the supply of the under-mentioned materials from October 1, 1926, to September 30, 1927, in the Central Province (North), and delivered at the Public Works Department Yards at Kandy, Katugastota, Matale, and Nalanda:—

*List of Materials.*

Bricks, 9 in. by 4½ in. by 3 in., per 1,000.  
Tiles, Kandyan, flat, 10 in. by 6 in., per 1,000.  
Tiles, half-round, 15 in. long, per 1,000.  
Lime, slaked, obtained by burning white coral to a white heat, free from underburnt pieces, particles of stones, or other extraneous matter thoroughly slaked with water while hot and sifted clean, per bushel of 40 lb.  
Lime, unslaked, of best quality, per bushel of 50-lb.  
Lime, boiled, best, per bushel of 85-lb.  
Clay, white, per bushel of 83-lb.  
Clay, yellow, per bushel of 81-lb.  
Small coral stones (punchi hirigal), per bushel of 65-lb.  
Sand, best, per bushel.  
Charcoal, per cwt.  
Bamboo, each.  
Cadjans, double, 7 feet long, per 100.  
Straw, per 100 bundles, local size.  
Planks, halmilla, 2½ in., per square foot.  
Planks, milla, 2½ in., per square foot.  
2 in. by ½ in. jak reepers, per 1,000 lineal feet.  
Jak rafters, 4½ in. by 2 in., per lineal foot.  
2 in. by 1 in. jak reepers, per 1,000 lineal feet.  
Jak scantings of different sizes, per cubic foot.  
Jak rafters, 4 in. by 2 in., per lineal foot.  
Firewood, per cwt. and per cubic yard.  
Canes, for making baskets.

*Notes.*—(a) The slaked lime is to be delivered in a bushel or 8-bushel measure filled with a shovel mamoty, or basket through a chute, the lime being dropped from a height at least 12 in. above the measure.

(b) Tenderers must quote for the weights given per bushel and for first quality lime only.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

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

4. Tenders must be marked "Tender for the Supply of Materials, Public Works Department, Central Province (North), 1926-27" 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 May 11, 1926.

5. Samples of the articles to be tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Central Province (North), Kandy, not later than 12 noon on May 11, 1926.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the articles adopted in his tender.

7. Persons tendering for local timber should note that it will only be obtained from the successful contractor on such occasions when it is found impracticable to obtain it through the Forest Department.

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

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

10. Further information may be obtained on application at the Office of the Provincial Engineer, Central Province (North), Kandy.

11. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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 Provincial Engineer, Central Province (North), Kandy, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

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

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

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1926, to September 30, 1927, for the following districts:—

#### COLOMBO DISTRICT.

To be delivered within the district—

Firewood of approved dry timber in lengths not more than 18 in., and in diameter not more than 6 in. per cubic yard, and per cwt.  
 Cadjans not less than 6 ft. in length, per 1,000.  
 Lime, slaked, per bushel.  
 Lime, boiled, per bushel.  
 Bricks, local, 9 in. by 4½ in. by 2½ in., per 1,000.  
 Bamboos, not less than 30 ft., each.  
 Cabook, 16 in. by 8 in. by 6 in., per 1,000.  
 Canes, each.  
 Coir string, per cwt.  
 Fence posts, not less than 7 ft. and 6 in. circumference, each.  
 Half round tiles, per 1,000.  
 Jak planks, 1 in., per square foot.  
 Jak reapers, 2 in. by 1 in., per 1,000 lineal feet.  
 Jungle posts, 20 ft. by 6 in., each.  
 Mangus, not less than 20 ft., each.  
 Sand, per cube.  
 Stone setts, 9 in. by 5 in. by 4 in., per 100.  
 Baskets, rattan, cup-shaped, per 1,000.

#### PANADURE DISTRICT.

To be delivered within the district—

Bricks, local, 9 in. by 4½ in. by 2½ in., per 1,000.  
 Cabook, 18 in. by 9 in. by 6 in., per 1,000.  
 Common planks, 2 in. thick, per square foot (mango or hora.)  
 Common planks, 1 in. thick, per square foot (mango or hora.)  
 Baskets, rattan, 18 in. by 10½ in. by 5 in., per 100.  
 Firewood of approved dry timber in lengths not more than 18 in., and in diameter not more than 6 in., per cubic yard.  
 Lime, boiled, best quality, per bushel.  
 Lime, slaked, best quality, per bushel.  
 Seasoned jak scantlings, per cubic foot.  
 Seasoned jak planks, 1½ in. to 1¼ in. thick, per square foot.  
 Seasoned na or milla bridge planks, 6 in. by 4 in. in lengths not exceeding 13 ft. 6 in., per cubic foot.  
 Tiles, half-round, per 1,000.

#### KALUTARA DISTRICT.

To be delivered at the Public Works Department Yard, Kalutara—

Bricks, local, 9 in. by 4½ in. by 2½ in., per 1,000.  
 Lime, slaked, per bushel.  
 Lime, boiled, per bushel.  
 Planks, halmilla, 2 in., per 100 lineal feet.  
 Tiles, half-round, per 1,000.  
 Cadjans, per 100.  
 Charcoal, per bushel.  
 Hora, piles, per cubic foot.  
 Firewood of approved dry timber in lengths not more than 18 in., and in diameter not more than 6 in., per cubic yard.

#### NEGOMBO DISTRICT.

To be delivered at the Public Works Department Yard, Negombo, and to Overseers at Katunayaka, Ja-ela, Wattala, Kotugoda, Minuwangoda, Badalgama, Giri-ulla, Mirigama, Henaratgoda, Katana, Dunagaha, and Divulapitiya—

Cabook, 16 in. by 8 in. by 6 in., per 1,000.  
 Bags, gunny, second quality, per 100.  
 Bricks, local, 9 in. by 4½ in. by 2½ in., per 1,000.  
 Cadjans, not less than 6 ft. long each, per 100.  
 Charcoal, per cwt.  
 Coconut slabs, 6 in. wide, per lineal foot.  
 Coconut rafters, 4 in. by 2½ in., per lineal foot.  
 Coir string, per cwt.  
 Lime, slaked, per bushel.  
 Lime, boiled, per bushel.  
 Planks, halmilla, 2 in., per square foot.  
 Planks, halmilla, 2½ in., per square foot.  
 Planks, milla, 2 in., per square foot.  
 Planks, milla, 2½ in., per square foot.



Planks, hora, 2 in., per square foot.  
 Planks, jak, 2 in., per square foot.  
 Planks, jak, 1½ in., per square foot.  
 Planks, jak, 1 in., per square foot.  
 Firewood of approved dry timber in lengths not more than 18 in. and in diameter not more than 6 in., per cubic yard.  
 Planks, mango, 1 in., per 100 square feet.  
 Planks, mango, 2 in., per 100 square feet.  
 Half-inch lunumidella ceiling boards, rebated and beaded and planed one side, 6 in. wide, per 100 square feet.  
 Jak rafters, 4 in. by 2½ in., per lineal feet.  
 Jak reepers, ½ in., per 1,000 lineal feet.  
 Jak reepers, 1 in., per 1,000 lineal feet.  
 Tiles, half-round, 14 in. long, per 100.  
 Timber, jak, per cubic foot.  
 Timber, mee, per cubic foot.  
 Coconut shells, per 1,000.  
 Coconut husks, per cwt.

To be delivered at Negombo Jail—

Madampe canes, 16 ft. in length, per 1,000.

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Materials, Public Works Department, Western Province, 1926-27," 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 May 11, 1926.

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

5. Samples of the following articles tendered for are to be deposited at the Office of the Provincial Engineer, Western Province, Colombo, not later than 12 noon on May 11, 1926.

Baskets, Madampe, rattan, 18 in. by 10½ in. by 5 in. (and cup-shaped).

Bricks, local.

Tiles, half-round.

Cabook, as specified.

*Note.*—The canes holding the brim to the body of the baskets should be turned down and inserted well into the weaving of the walls of the baskets.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the article adopted in his tender.

7. Persons tendering for local timber should note that it will only be obtained from the successful contractor on such occasions when it is found impracticable to obtain it through the Forest Department.

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

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

10. Further information may be obtained on application at the Office of the Provincial Engineer, Western Province, Colombo.

11. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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 Provincial Engineer, Western Province, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

17. In the case of persons who have carried out contracts with the Public Works 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.

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

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

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

Public Works Office,  
 Colombo, April 12, 1926.

SCHEDULES of rates are hereby invited for building quarters for two apothecaries at Mahamodera hospital, Galle.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Galle, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Galle, endorsed on the outside "Schedule of Rates, Quarters for two Apothecaries, Mahamodera Hospital, Galle," so as to reach the offices of the foregoing officers on or before 12 noon on April 23, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

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

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

the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Southern Province, Galle, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

S. J. KIRBY,

Public Works Office, for Director of Public Works.  
Colombo, April 7, 1926.

**S**CHEDULES of rates are hereby invited for the following work:—

Raising portions of Hanwella-Padukka road above flood level.

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

3. The plans, specification, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer-in-Charge, Colombo-Labugama Junction road, at Wellawatta, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer-in-Charge, Colombo-Labugama Junction road, at Wellawatta, on producing a deposit receipt for Rs. 5 made either at the Treasury or Kachcheri, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer-in-Charge, Colombo-Labugama Junction road, Wellawatta, endorsed on the outside "Schedule of Rates, raising Road Routes to Colombo," so as to reach the office of the foregoing officers on or before 12 noon on Friday, April 30, 1926. The deposit will be forfeited to Government if the tender is found not to be *bona fide*. Otherwise it will be returned if the tender is not accepted, or if the tender is accepted and the contract awarded.

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

6. 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.

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

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

Public Works Office,  
Colombo, April 7, 1926.

**T**ENDERS 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 May 4, 1926.

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

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

7. 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 10, 1926.

SCHEDULE REFERRED TO.

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

**TENDERS** are hereby invited for the erection and completion of four quarters for Senior Clerks, Colombo Port Commission, and two quarters for Junior Clerks, Colombo Port Commission, to be erected at Elie House road, Mutwal, Colombo.

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 to him through the post. Tenders should be accompanied by two copies of the bill of quantities fully priced out.

4. Tenders should be marked "Tender for Quarters for Senior and Junior Clerks, Colombo Port Commission, to be erected at Elie House road, Mutwal, Colombo," on 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, May 11, 1926.

5. Tenderers may obtain forms and copies of the bill of quantities, and inspect drawings and conditions of contract at the Office of the Harbour Engineer between 10 A.M. and 4.30 P.M., and on Saturdays between 10 A.M. and 2 P.M. A deposit of Rs. 100 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract or fail to furnish approved security within ten days of receiving notice in writing signed by the Harbour Engineer or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

7. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the drawings, specifications, and the general conditions therein set forth, and to complete the whole of the work within six months from the date of the order to commence. He will also be required to deposit a sum of Rs. 1,000 in cash for the due and faithful performance of the contract.

8. The contract shall not be assigned or sublet without the written authority of the Tender Board.

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

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

11. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting one tender for the whole work, or of dividing the work into two or more contracts.

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 Harbour Engineer, for reasons which

appear to him sufficient, objects after giving due notice of his objection in writing.

13. 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.

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

In the case of persons who have carried out Government contract with Departments other than the Harbour Engineers' Department, the name of such Department and the district in which the service was rendered should be stated.

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

W. T. SOUTHORN,

Chairman, Colombo Port Commission.

Colombo, April 12, 1926.

**S**EPARATE tenders are hereby invited for the erection of two permanent drying sheds at Norwood and Bogawantalawa in Kandy District.

2. Tenders must be addressed to the Chairman, Sanitary Board, Kandy District, and should reach the Kandy Kachcheri not later than midday on April 30, 1926, the left hand top corner of the envelope must be marked "Tender for Norwood or Bogawantalawa drying shed," as the case may be.

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

4. A deposit of Rs. 10 must be made at the Kachcheri before a tender form is issued. Should any person whose tender is accepted decline to enter into the contract and bond, or fail to furnish approved security within seven days of receiving notice in writing from the Chairman, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned to the tenderers.

5. The Chairman does not bind himself to accept the lowest or any tender, but reserves to himself the right of accepting any tender.

6. The specifications can be seen, and further information obtained at the Kachcheri.

C. SITTAMPALAM,

The Kachcheri,

for Chairman, Sanitary Board.

Kandy, April 12, 1926.

## SALE OF UNSERVICEABLE ARTICLES, &c.

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

29 cloths  
63 sarongs  
11 coats  
37 banians  
31 belts  
31 handkerchiefs  
12 shirts

6 towels  
1 pair trousers  
1 pair socks  
1 hat  
1 suspender  
1 cap  
2 shawls

1 garter  
1 pair shoes  
3 jackets (females')  
4 brass rings  
2 earrings  
2 shop coat buttons  
3 white metal coat buttons

3 shop studs  
1 white metal stud  
1 white metal chain  
1 link  
1 German silver waist chain

Colombo, April 14, 1926.

C. C. SCHOKMAN,  
Superintendent.

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 April 3, 1926.

**Births.**—The total births registered in the city of Colombo in the week were 135 (1 European, 8 Burghers, 74 Sinhalese, 17 Tamils, 29 Moors, 5 Malays, and 1 Other). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1926, viz., 257,473) was 27·3, as against 30·8 in the preceding week, 30·3 in the corresponding week of last year, and 29·9 the weekly average for last year.

**Deaths.**—The total deaths registered were 113 (5 Burghers, 65 Sinhalese, 22 Tamils, 12 Moors, 6 Malays, and 3 Others). The death-rate per 1,000 per annum was 22·9, as against 25·3 in the previous week, 27·8 in the corresponding week of last year, and 30·3 the weekly average for last year.

**Infantile Deaths.**—Of the 113 total deaths, 23 were of infants under one year of age, as against 30 in the preceding week, 26 in the corresponding week of the previous year, and 33 the average for the last year.

**Stillbirths.**—The number of stillbirths registered during the week was 17.

**Principal Causes of Death.**—1. (a) Twenty-one deaths from *Pneumonia* were registered, 10 in Maradana hospitals (including 5 deaths of non-residents), 4 in Slave Island, 2 in Maradana North, and 1 each in St. Paul's, Kotahena North, New Bazaar, Wellawatta North, and Wellawatta South, as against 14 in the previous week and 18 the weekly average for last year.

(b) Four deaths from *Bronchitis* were registered, 3 in Maradana hospitals (including 1 death of a non-resident), and 1 in St. Paul's, as against 1 in the previous week and 5 the weekly average for last year.

(c) Two deaths from *Influenza* were registered, 1 each in Kotahena North and Maradana North. The number registered in the previous week was also the same while the weekly average for last year was 5.

2. Six deaths from *Phthisis* were registered, 2 in Maradana hospitals (of non-residents), and 1 each in Sar Sebastian, Kotahena North, Kotahena South, and Slave Island, as against 10 in the previous week, and 14 the weekly average for last year.

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

4. Eleven deaths were registered from *Infantile Convulsions*, 8 from *Enteritis*, 5 from *Debility*, 3 from *Diarrhoea*, 2 each from *Worms* and *Puerperal Septicaemia*, 1 each from *Dysentery* and *Tetanus*, and 44 from *Other Causes*.

5. Twenty-four cases of *Chickenpox*, 21 of *Measles*, and 1 of *Enteric Fever* were reported during the week, as against 37, 15, and 3 respectively of the preceding week. No case of *Plague* was reported either this week or in the previous week.

**State of the Weather.**—The mean temperature of air was 82·7°, against 83·0° in the preceding week and 82·3° in the corresponding week of the previous year. The mean atmospheric pressure was 29·885 in., against 29·908 in. in the preceding week and 29·848 in. in the corresponding week of the previous year. The total rainfall in the week was 1·39 in., against 3·17 in. in the preceding week and 0·09 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, April 8, 1926.

P. D. RATNATUNGA,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

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

- a Publication*
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. SIBBALD, 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 of 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 or 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 or 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 Directors otherwise arrange among themselves, be determined by ballot ; in every subsequent year the Directors to retire shall be those who have been longest in office.

96. 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, artizans, labourers, and other servants for such period or periods and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable and without assigning any cause for so doing.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at 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 :

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



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

**RO 8/**  
 NOTICE is hereby given that an Extraordinary General Meeting of the Eila Tea Company of Ceylon, Limited, will be held on May 1, 1926, at 12 noon, at the registered office of the Company, 6, Prince street, Fort, Colombo, for the purpose of considering and, if thought fit, passing the following resolution:—

“That Articles 75 and 76 of the Company's Articles of Association be deleted and the following Article be substituted in lieu thereof:—

“The Directors may, with or without the sanction of the Company at a General Meeting, declare a dividend to be paid to the Shareholders in proportion to their Shares.”

Should the above resolution be passed by the requisite 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,  
 J. M. ROBERTSON & Co.,  
 Agents and Secretaries.

Colombo, April 12, 1926.

**Baddegama Estate Company of Ceylon, Limited.**

**RO 8/**  
 NOTICE is hereby given that an Extraordinary General Meeting of the Baddegama Estate Company of Ceylon, Limited, will be held on April 24, 1926, at 12 o'clock noon, at the offices of the Agents and Secretaries, Messrs. Colombo Commercial Co., Limited, Slave Island, Colombo, when the following resolution will be submitted to the Company as a special resolution:—

“That the Directors be and they are hereby authorized and empowered to sell for such price or prices as they shall deem fit, all the lands belonging to the Baddegama Estate Company of Ceylon, Limited, situated in the village Halpotata in the District of Galle, Southern Province, not exceeding in extent ten (10) acres.”

If the foregoing resolution is passed, with or without modifications, by the requisite majority, it will be submitted for confirmation to a subsequent meeting of which notice will be duly given.

By order of the Board,  
 COLOMBO COMMERCIAL CO., LTD.,  
 Agents and Secretaries.

Colombo, April 12, 1926.

**The New Colombo Ice Company, Limited.**

**RO 8/**  
 NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the New Colombo Ice Company, Limited, will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Monday, April 26, 1926, at noon, when the subjoined resolutions will be proposed:—

- (1) That each of the existing 2,100 fully paid shares of Rs. 100 each be divided into ten shares of Rs. 10 each.
- (2) That the shares resulting from such subdivision of each share of Rs. 100 be renumbered, so that the shares representing those numbered 1 to 2,100 be renumbered 2,101 to 23,000.

Should the above resolutions be passed by the required majority, the resolutions will be submitted for confirmation as special resolutions to a Second Extraordinary General Meeting of Shareholders to be held on Wednesday, May 12, 1926, at the same time and place.

By order of the Directors,  
 BOIS BROTHERS & Co., LTD.,  
 Agents and Secretaries.

Colombo, April 15, 1926.

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

**RO 14/**  
 NOTICE is hereby given that an Extraordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort,

Colombo, on Friday, April 30, 1926, at noon, when the resolution,

“That the Articles of Association be altered as follows:—

1. By the insertion therein immediately after Article 8 of the following Article, viz:—
- 8 A. The Directors may with the sanction of a special resolution of the Company in General Meeting subdivide or consolidate the shares of the Company.

2. By the addition to Article 54 after the words “shall not invalidate the proceedings at any General Meeting” the following words, viz:—

“Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the First Meeting.”

which was passed at the Extraordinary General Meeting of the Company held on April 13, 1926, will be submitted for confirmation as a special resolution.

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

1. That each of the existing Rs. 100 shares be divided into 10 shares of Rs. 10 each.
2. That the shares resulting from the division of such existing shares be renumbered so that the shares representing those numbered 1 to 870 be renumbered 871 to 9570.
3. That Article 67 be altered to read as follows:—

“Number of Votes to which Shareholder entitled.—On a show of hands every member shall have one vote only, in case of a poll every Shareholder shall have one vote for every 10 shares held by him up to 100 shares and an additional vote for every 100 shares beyond the first 100. When voting on a resolution involving the sale of the Company's estates or any of them or any part or portion of them or of any of them or the winding up of the Company every Shareholder shall have one vote for every share held by him.”

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

By order of the Board,

LEWIS BROWN & Co., LTD.,  
 Agents and Secretaries.

Colombo, April 14, 1926.

**RO 4/**  
 Auction Sale under Mortgage Decree.

Valuable Lands at Panadurebadda of Panadure Totamune in the District of Kalutara, Western Province; and Jungle Lands at the village called Pannila, in Pannila Pannu in Atakalankorale, in the District of Ratnapura, Province of Sabaragamuwa.

**RO 4/**  
 UNDER instructions issued to me by the District Court of Colombo, in case No. 13,674, against Muttut-tirige Issac Cooray of Walana in Panadure, I shall put up for sale by public auction on Monday, May 10, 1926, at the respective spots commencing from 3 P.M.:—

1. All the western portion of Dewatagahawatta alias Kahatagahawatta, exclusive of a strip of land in width four feet from the western boundary, to the east for a footpath at Gorakapola at Panadurebadda aforesaid; containing in extent 2 roods and 20 perches.

2. All those undivided 29/84 parts or shares of and in all the soil and of the trees (exclusive of the planter's one-third share of coconut tree of the first plantation) of all that portion to the east of the high road of all that land called Kahatagahaowita, situated at Gorakapola aforesaid; containing in extent 11 square perches.

3. All that southern portion of land called Kahatagahaowita, situate at Gorakapola aforesaid; containing in extent 5 square perches.

On Tuesday, May 11, 1926, commencing from  
10 A.M. at the Madampe Resthouse.  
(Atakalanpanne).

4. An undivided  $\frac{1}{2}$  part or share of the land called Pissawatta attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 3 kurunies of kurakkan.

5. An undivided  $\frac{1}{2}$  part or share of the field called Udawattedeniya Udahakella attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 7 kurunies of kurakkan sowing.

6. An undivided  $\frac{1}{2}$  part or share of the land called Kalupolayahenedeniya attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

7. An undivided  $\frac{1}{2}$  part or share of the land called Dunumadalawaguwahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

8. An undivided  $\frac{1}{2}$  part or share of the land called Harakmaladeniyehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

9. An undivided  $\frac{1}{2}$  part or share of the land called Puwakgahavallehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

10. An undivided  $\frac{1}{2}$  part or share of the land called Kekunumalehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

11. An undivided  $\frac{1}{2}$  part or share of the land called Deniyagawahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

12. An undivided  $\frac{1}{2}$  part or share of the land called Deniyagawahena, Darandatenna, Pitahena, Pitatenna attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

13. An undivided  $\frac{1}{2}$  part or share of the land called Alutamunehena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

14. An undivided  $\frac{1}{2}$  part or share of the lands called Kotawalehena attached to Pulahingepanguwa, in the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

15. An undivided  $\frac{1}{2}$  part or share of the land called Bathalawattahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 2 pelas of paddy.

16. An undivided  $\frac{1}{2}$  part or share of the two adjoining lands called Pandenihena and Thippalehena attached to Pulahingepanguwa, at the village called Pannila aforesaid containing in extent sufficient to sow 2 amunams of paddy.

17. An undivided  $\frac{1}{2}$  part or share of the land called Ambagahahena, attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

18. An undivided  $\frac{1}{2}$  part or share of the land called Horamulayagehenaudahakella attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

19. An undivided  $\frac{1}{2}$  part or share of the land called Kotakanuwahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 2 pelas of paddy.

20. An undivided  $\frac{1}{2}$  part or share of the land called Pamberaellerukkepuhena attached to Pulahingepanguwa at the village called Pannila aforesaid; containing in extent sufficient to sow 2 pelas of paddy.

21. An undivided  $\frac{1}{2}$  part or share of the land called Baddegodaragawahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 2 pelas of paddy.

22. An undivided  $\frac{1}{2}$  part or share of the land called Unnakkadeniya Ilukmadittihena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

23. An undivided  $\frac{1}{2}$  part or share of the land called Madolaturedarandahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 3 pelas of paddy.

24. An undivided  $\frac{1}{2}$  part or share of the land called Hunugaldolahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 2 pelas of paddy.

25. An undivided  $\frac{1}{2}$  part or share of the land called Nasohena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

26. An undivided  $\frac{1}{2}$  part or share of the land called Ilukmadittibatahirahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

27. An undivided  $\frac{1}{2}$  part or share of the land called Pusolikandeematillangalahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

28. An undivided  $\frac{1}{2}$  part or share of the land called Mulanhena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

29. An undivided  $\frac{1}{2}$  part or share of the land called Heenadolahena attached to Pulahingepanguwa, at the village called Pannila aforesaid; containing in extent sufficient to sow 1 amunam of paddy.

30. An undivided  $\frac{1}{12}$  part or share of the land called Gurupolkadahenyaya, situated at the village called Pannila aforesaid; containing in extent about 12 acres.

31. An undivided  $\frac{2}{9}$  parts or shares of the adjoining two lands called Mellakola-athura and Amunewala-athura, at the village called Pannila aforesaid; containing in extent about 60 acres.

32. An undivided  $\frac{6}{21}$  shares of the land called and known as Mellakolahenyaya, situated at Pannila aforesaid; containing in extent 30 acres.

33. The entire land called Melakola-athurahena, situated at Pannila aforesaid; containing in extent sufficient to sow 3 pelas of paddy.

34. The entire land called Gonbaddeketuhena, situated at Pannila aforesaid; containing in extent sufficient to sow 6 pelas of paddy.

35. An undivided  $\frac{1}{2}$  part or share of the land called Madolatura, situated at Pannila aforesaid; containing in extent sufficient to sow 6 amunams of paddy.

36. All those three entire adjoining lands called Kosgahahena, Nayawetichchahena, and Tholagahahena, situated at Pannila aforesaid; containing in extent sufficient to sow 4 amunams of paddy.

37. The entire land called Nedungahahena, situated at Pannila aforesaid; containing in extent sufficient to sow 2 amunams of paddy.

38. An undivided  $\frac{1}{9}$  part or share of the land called Helandahenyaya, situated at Pannila aforesaid; containing in extent about 50 acres.

39. All these undivided  $\frac{4}{9}$  parts or shares of and in all that land called Helandahenyaya appertaining to Mahawattapanguwa, situated at Pannila aforesaid; containing in extent sufficient to sow 12 bushels of kurakkan.

These are jungle lands suitable for rubber or tea plantations bordering the two estates called Madampe and Horamulla estates, 8 miles from Kahawatta Railway Station; car accessible up to 7 mile, 1 mile Gansabhawa road (footpath), from the tea factory belonging to the East India and Ceylon Tea Company, Ltd., Madampe.

Further particulars from C. M. Brito, Esq., Proctor, Supreme Court and Notary, Colombo, or—

119, Hulftsdorp street,  
Colombo.  
Phone. 1039.

FRANCIS F. KRISHNAPILLAI,  
Auctioneer and Broker.

**Auction Sale under Mortgage Decree.**

*Ro 1/-*  
 UNDER instructions issued to me by the District Court of Colombo in case No. 15,015, I shall put up for sale by public auction, at the spot at 4.30 P.M. on Friday, May 7, 1926, the following property, to wit:—

All that portion of land called Nugagahawatta together with the tiled building thereon, situated at Galkissa; containing in extent 18 28/100 perches as per plan dated July 19, 1923, made by Karl Prins, Licensed Surveyor.

Further particulars from R. C. Perera, Esq., Proctor, Supreme Court, Colombo, or—

FRANCIS F. KRISHNAPILLAI,  
 Auctioneer & Broker,

119, Hulftsdorp street. Phone: 1039.

**Auction Sale under Mortgage Decree.**

*32 Ro 8/-*  
 A Valuable Newly-built Spacious Upstairs Bungalow with all Modern Conveniences, Gas, Drainage and Water Service. Yielding a good Income. Within Sight of the Police Training School, Bambalapitiya.

*E 27412*  
 UNDER and by virtue of the commission issued to me in case No. 18,197 of the District Court of Colombo, for the recovery of the amount therein stated, I shall by public auction at the spot, on Saturday, May 1, 1926, at 4 P.M. the following property:—

All that allotment of land called Arabadagahawatta, bearing assessment No. 46, together with the upstairs building standing thereon, recently built by the 1st defendant, situated at Bambalapitiya road in Timbirigasyaya, within the Municipality of Colombo, Western Province, bounded on the north-east by the land of Simbage D. S. Fonseka, south-east by the premises assessment No. 47, belongs to K. A. Perera, south-west by the Bambalapitiya road, and north-west by the property bearing assessment No. 46 belongs to K. D. Marthelis; containing in extent 13 75/100 perches as per figure of survey bearing No. 596 dated July 12, 1919, made by S. S. Ratnam, Esq., Licensed Surveyor.

The plaintiff in this case is prepared to consider applications for portion of the purchase monies to be left on mortgage. For further particulars please apply to Chas. Dias, Esq., Proctor, Hulftsdorp, or to me—

The Norris Auction Rooms,  
 26, Norris road, Colombo.

Telegrams "Samsen, Colombo."

Telephone No. 429.

M. D. WILLIAM,  
 Auctioneer and Broker.

**Auction Sale.**

*1/4 Ro 5/-*  
 UNDER the authority of court granted to me in insolvency proceedings No. 3,483 of the District Court of Colombo, I shall sell by public auction at my rooms, 39, Chatham street, Fort, Colombo, on Saturday, May 8, 1926, at 1 P.M.:

- (1) One two-seater car.
- (2) 50 shares in the Honiten Rubber Company.

- (3) 50 shares in the Narangoda Coconut Estate Company,
- (4) Some lots useful household furniture.  
 (Catalogues in due course.)

D. JAMES,  
 of D. JAMES & Co.,  
 Auctioneers.

Colombo, April 14, 1926.

**Auction Sale.**

*40 Ro 10/-*  
 In the District Court of Jaffna.

(1) Arambur Kumarasamy, and wife (2) Thairiya Ledchiamy, both of Nallur..... Plaintiffs.

No. 19,823. Vs.

(1) Arulampalam Rasanayagam, and wife (2) Sanakiamma, both of Kokuvil..... Defendants.

*E 27353*  
 IN terms of the commission dated March 31, 1926, issued to me by the District Court of Jaffna, the following property will be put up for public sale at the respective spots on Friday April 30, 1926, at 3.30 P.M.:

**PROPERTY.**

1. An undivided 5 lachams varagu culture with its appurtenances in a piece of land, situated at Kokuvil, called Adkoi; containing in extent 10 1/16 lachams varagu culture with palmyras, cultivated and spontaneous plants and a share in the water of the well, standing on the eastern boundary land and the usual right of way and water-course; and bounded on the east by Supathiri, wife of Rajaretnam and the heirs of Sellamuttu, widow of Sellathurai, north by the heirs of Ponnamah, wife of Kanapathipillai, west by Parupathipillai, wife of Namasivayam and shareholders according to deed, and south by Valliammai, daughter of Velupillai and lane.

2. An undivided 3/4 share of land situated at Kokuvil called Thalajali; containing in extent 16 lachams p. c., with palmyras, cultivated plants, and well, and bounded on the east by Mathurainayakam, wife of Thuraiappa and A. Nannitamby, north by Annapillai, wife of Nannithamby and A. Ponnampalam, west by the heirs of Sellamuttu, widow of Sellathurai and shareholders and Sellakammu wife of Rajaretnam and shareholders, and south by byelane and Thangammah, wife of Sellaturai and shareholders.

3. A piece of land situated at Kokuvil called Pallarkadu; containing in extent 2 lachams varagu culture with cultivated plants and well; and bounded on the east and north by lares, west and south by Nagaratnam, wife of Sellaturai.

PHILIP MOSES,  
 Commissioner.

Jaffna, April 5, 1926.

**Cancellation and Revocation of Power of Attorney.**

*1/2 Ro 1/-*  
 THE public are hereby warned that we, Kandiah Kathiravelu and Kathiravelu Chellam, husband and wife of Kokuvil, Jaffna, Ceylon, now of Seremban in the Federated Malay States, have cancelled and revoked the power of attorney granted by us in favour of Gopalapillai Kandiah of Kokuvil, Jaffna, and dated January 19, 1920, and attested by John David of Negri Sembilan, Seremban, Notary Public and that he has ceased to be our attorney.

March 11, 1926.

K. KATHIRAVELU,  
 K. CHELLAM (K. CHELLAM).

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

*Ro 5/-*  
 We hereby give notice that we have on April 14, 1926, applied to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1926:—

*E 27414* Schedule referred to.  
 Name and address of applicant: Messrs. Delmege, Forsyth & Company, Limited, of York street, Fort, Colombo.  
 Description of licence or licences applied for: Wholesale or Importer's licence.  
 State whether application is for renewal of existing licence or for a new licence: New licence.  
 Situation of premises to be licensed: No. 22, Rudd's lane, Maradana, (Suduwella Stores.)

DELMEGE, FORSYTH & CO., LTD.,  
 O. L. B. HOPE,  
 Director.

April 14, 1926.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at the Indian Goods Shed, Maradana, beyond the time allowed by law, will be sold by public auction on Tuesday, April 27, 1926, at 1 p.m., unless previously cleared. Goods sold must be cleared on or before Friday, April 30, 1926:—

Way Bill-Number and Date.	Name of Consignee.	Marks.	Number and Description of Goods.
1/79, February 5, 1926, from Kallidaikuruchi	Vedamanacha Nadar	—	1 parcel beedies.

H. M. Customs,  
Colombo, April 7, 1926.

C. H. COLLINS,  
for Principal Collector.

Certificate to Practise as Draughtsman.

IT is hereby notified that the under-mentioned has been issued a certificate to practise as a draughtsman under section 10A of the Ordinance No. 28 of 1916:—

Date of Certificate.	Certificate No.	Name and Address.
March 31, 1926	A 38	B. S. Soares, Mutwal

Surveyor-General's Office,  
Colombo, April 1, 1926.

C. R. LUNDIE,  
for Acting Surveyor-General.

Registration of Buildings 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 Nanyans or of Muhammadans," I, Alfred Wallace Seymour, Registrar-General of Ceylon, do hereby notify that the under-mentioned buildings, used as places of public Christian worship, have 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 Buildings are registered.
433	April 1, 1926	Chapel building (tiled roof)	Beligodapitiya, Kinigoda korale, Kegalla District	Rev. John A. Ewing, trustee	Baptist.
434	Do.	School Chapel	Welimada, Udukinda, Badulla District	Rev. C. H. S. Ward, minister	Wesleyan Methodist

Nuwara Eliya, April 1, 1926.

A. W. SEYMOUR,  
Registrar-General.

Statement of Accounts of the Education District Committee, Galle, for the Year ending December 31, 1925.

REVENUE.		Amount.	EXPENDITURE.		Amount.
		Rs. c.			Rs. c.
Government grant ..		6,000 00	Office equipment ..		555 75
Bank interest ..		41 92	Salaries ..		532 50
			Postage and stationery ..		112 92
			Rent ..		45 0
			Miscellaneous ..		57 50
			Balance ..		1,303 67
					4,738 25
	Total	6,041 92		Total	6,041 92
Balance, January 1, 1926 ..		4,738 25			

Galle, April 1, 1926.

D. W. SUBASINGHE,  
Chairman.

Statement of Revenue and Expenditure of the Education District Committee, Hambantota, for 1925.

REVENUE.		Amount.	EXPENDITURE.		Amount.
		Rs. c.			Rs. c.
Balance on January 1, 1925 ..		10,130 95	Salaries ..		1,605 0
Fines ..		2,899 75	Repairs to buildings ..		2,609 54
Government grant ..		8,000 0	Erections of new buildings and extensions to existing buildings ..		4,350 96
Special grant ..		13,300 0	Supply and upkeep of furniture ..		1,536 31
Miscellaneous ..		46 6	Re-votes ..		3,687 70
			Garden implements ..		373 63
			Miscellaneous ..		472 85
			Balance ..		14,635 99
	Total	34,376 76		Total	19,740 77
			Total	Total	34,376 76

Hambantota, April 8, 1926.

N. W. MORGAPPAH, JR.,  
for Chairman.

## Summary of Accounts of the Rural Education District Committee, Chilaw, for 1925.

(Section 29 (3) of Ordinance No. 1 of 1920.)

RECEIPTS.	Amount.		PAYMENTS.	Amount.	
	Rs.	c.		Rs.	c.
Balance on January 1, 1925	1,222	86	Salaries	190	80
Government contribution	8,000	0	Repairs to schools	1,323	43
Village Committee contribution	1,700	0	Sinking of wells, &c.	329	1
School fines	1,189	90	New buildings	3,824	50
Miscellaneous	574	75	Miscellaneous	922	34
				6,590	8
			Balance	6,097	43
Total	12,687	51	Total	12,687	51

The Kachcheri,  
Puttalam, April 10, 1926.

R. H. WHITEHORN,  
Chairman.

## Statement of Accounts of the Urban Education District Committee, Chilaw, from January 1 to December 31, 1925.

RECEIPTS.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Total Government grant	6,000	0	Salaries	755	0
Interest on bank deposit	54	88	Value of office furniture	111	24
Refund of over-payment to "Morning Leader" and late Attendance Officer	27	50	Cost of printing and stationery	110	8
			Gratuity to Secretary, Urban District Council	100	0
			Rent of office room for November and December, 1925	10	0
			Miscellaneous charges	21	81
				1,108	13
			Balance in hand on December 31, 1925	4,974	25
Total	6,082	38	Total	6,082	38

Urban Education District Committee,  
Chilaw, March 26, 1926.

N. J. MARTIN,  
Chairman.

## Kopay Training School Final Examination, 1925.

THE under-mentioned candidates are awarded Trained Teachers' Provisional Certificate of the Second Class to be confirmed after five years satisfactory service:—

Index No.	Name.
1603	Karthigeser, E.
1604	Karthigesu, M.
1609	Muthukumar, P.
1612	Namasivayam, V.
1619	Tharmalingam, N. S.
1622	Velupillai, A.
1623	Vinasithamby, S.

Education Office, Colombo, March 24, 1926.

L. MACRAE,  
Director of Education.

## C/Hapugahakanda Girls' Vernacular School.

NOTICE is hereby given that an application has been received from Rev. Fr. J. B. Meary for the conversion of his Hapugahakanda Girls' Vernacular School, which is situated in Siyane korale west, Colombo District of the Western Province into a mixed school.

Observations will be received not later than May 3, 1926.

Education Office, Colombo, March 29, 1925.

L. MACRAE,  
Director of Education.

## Sri Nana Wimala Night English School.

NOTICE is hereby given that an application has been received from Rev. R. Seelananda for a grant in aid of the above school, which is situated in Panadure, Kalutara District of the Western Province.

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

Education Office, Colombo, April 9, 1926.

L. MACRAE,  
Director of Education.

## Change of Management.

NOTICE is hereby given that the Ven. F. L. Beven, Archdeacon of Jaffna of St. Paul's House, Colombo, has been appointed Manager of the schools mentioned below in place of the Ven. F. H. de Winton:—

Schools referred to.

Christ Church Boys' English School, Kurunegala.  
Christ Church Girls' English School, Kurunegala.

Education Office, Colombo, April 7, 1926.

L. MACRAE,  
Director of Education.

## Change of Management.

NOTICE is hereby given that Rev. W. S. Gifford, Kalmunai, has been appointed Manager of the schools mentioned below, in place of Rev. E. T. Selby:—

Schools referred to.

Kalmunai Boys' (English)	Kalmunai Village
Kalmunai Anglo-Vernacular	Kalmunaikuduruppu
Girls'	Karativu
Koddaikalar Vernacular	Naipattimunai
Karumanveli	Pandiruppu
Makilur	Periyakallar
Makilurmunai	Periyakallar Girls'
Ondatchimadam	Saynthamarathu
Mandur and Thampalavattai	Thurainilavanai
Branch	Nasimanveli
Vellaveli	Sampanthurai
Kaladimunai	Nindur

Education Office,  
Colombo, March 22, 1926.

L. MACRAE,  
Director of Education.

## Loss of Firearms.

MATARA DISTRICT.

Description of property: One single-barrelled cap gun, No. M 155 marked on the stock.

No. of licence: 155/W. P.

Owner: Hewaebittage Kaluappu of Palle Aparekka, in Wellaboda pattu, Matara District.

Remarks: Said to have been lost on February 2, 1926.

The Kachcheri, Matara, April 9, 1926.

A. N. STRONG,  
Assistant Government Agent.

ANURADHAPURA DISTRICT.

(1) Description of property: One single-barrelled cap gun, No. 76854 marked on the stock.

No. of licence: A 76584.

Owner: Silamburala, Vel-Vidane of Himbutugollewa in Uddankulama korale of the Hurulu palata.

(2) Description of property: One single-barrelled cap gun, No. 3409 marked on the stock.

No. of licence: B 3409.

Owner: Sirikkage Lensuwa of Purchikulama in Ulagalla korale of the Hurulu palata.

The Kachcheri, Anuradhapura, April 7, 1926.

G. C. MILES,  
for Government Agent.

## RATNAPURA DISTRICT.

Description of property : One single-barrelled cap gun.  
Licence No. : 648/KA.  
Owner : B. M. Dingiribanda of Niriella.  
Remarks : The gun cannot be traced.

Description of property : One single-barrelled cap gun,  
No. 448/13924 on stock.  
Licence No. : 717/KM.  
Owner : Jayasundera, Mudiyanseye Punchimahatmaya  
of Imbulpe.  
Remarks : The gun was stolen on February 17, 1925.

Description of property : One single-barrelled breech-  
loading gun, No. 157942/6508 on barrel.  
Licence No. : 1247/A 60147.  
Owner : R. Subbu of Maradana.  
Remarks : Licensee's whereabouts are not known.

Description of property : One single-barrelled breech-  
loading gun, No. 477 on barrel and stock.  
Licence No. : 1387/A 61087.  
Owner : H. K. Rattranhamy of Hunuwals.  
Remarks : Lost.

Description of property : One double-barrelled breech-  
loading gun.  
Licence No. : 863/A 41663.  
Owner : J. D. Hoare, Opata estate.  
Remarks : Last renewed for 1922.

Description of property : One single-barrelled cap gun,  
No. 630 on stock.  
Licence No. : 902/62628.  
Owner : Kankanamalaye Pinhamy of Malangama.  
Remarks : Last renewed for 1925.

Description of property : One single-barrelled muzzle-  
loading gun, No. 2089 on stock.  
Licence No. : 282/KL.  
Owner : Madurage Kaluhamy of Delgoda.  
Remarks : Last renewed for 1926.

Description of property : One single-barrelled cap gun,  
No. 6809 on stock.  
Licence No. : 1476/KA.  
Owner : Wastukankanamalaye Posathamy of Dela.  
Remarks : Last renewed for 1925.

Description of property : One single-barrelled cap gun.  
Licence No. : 264/A 41866.  
Owner : H. M. Rattranhamy of Matuwagala.  
Remarks : Lost.

Description of property : One single-barrelled muzzle-  
loading gun, No. 2073 on stock.  
Licence No. : 2073 KA.  
Owner : Delwalakukulege Kirimudiyanse of Kalawana.  
Remarks : Last renewed for 1926.

Description of property : One single-barrelled cap gun,  
No. C93 on stock.  
Licence No. : 500/A 60252.  
Owner : B. Chandanahamy of Epitawela.  
Remarks : Last renewed for 1925.

P. O. FERNANDO,  
for Government Agent.

The Kachcheri,  
Ratnapura, April 8, 1926.

**Rinderpest.**

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

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

The Kachcheri,  
Hambantota, April 8, 1926.

**Rinderpest.**

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

N. W. MORGAPPAH, JR.,  
The Kachcheri, for Assistant Government Agent.  
Hambantota, April 8, 1926.

**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 the date  
hereof.

N. W. MORGAPPAH, JR.,  
for Assistant Government Agent.  
The Kachcheri,  
Hambantota, April 12, 1926.

**Rinderpest.**

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

N. W. MORGAPPAH, JR.,  
for Assistant Government Agent.  
The Kachcheri,  
Hambantota, April 12, 1926.

**Rinderpest.**

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

N. W. MORGAPPAH, JR.,  
for Assistant Government Agent.  
The Kachcheri,  
Hambantota, April 12, 1926.

**Rinderpest.**

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

N. W. MORGAPPAH, JR.,  
for Assistant Government Agent.  
The Kachcheri,  
Hambantota, April 12, 1926.

**Rinderpest.**

WHEREAS by proclamation dated October 26, 1925,  
October 26, 1925, October 17, 1925, November 3,  
1925, November 3, 1925, and November 23, 1925, the  
villages of Pallegama, Hatagala, Mamadola, Mulana, Bata-  
ata, and Augunakolapelessa in East Giruwa pattu of  
Hambantota District were declared infected areas under  
section 5 (1) and (2) of Ordinance No. 25 of 1909, as  
amended by Ordinance No. 19 of 1923; and whereas  
rinderpest has now ceased to exist in the said villages, I  
hereby declare under section 5 (5) of Ordinance No. 25 of  
1909, that the said villages of Pallegama, Hatagala,  
Mamadola, Mulana, Bataata, and Augunakolapelessa are  
free from rinderpest, and are no longer infected areas.

This declaration shall take effect from the date hereof.

N. W. MORGAPPAH, JR.,  
The Kachcheri, for Assistant Government Agent.  
Hambantota, April 10, 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, the limits of which are specified below, is an infected area.

This proclamation shall take effect from the date hereof.

Boundaries of the area referred to are:—

*Palapota Village.*

*North.*—Villages of Puwakdandawa and Sitinamaluwa.

*East.*—Village of Kadurupokuna.

*South.*—Villages of Okawela and Dedduwawala.

*West.*—Villages of Ovilana and Dedduwawala.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.

March 29, 1926.

**Rinderpest.**

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

This proclamation shall take effect from the date hereof.

Boundaries of the area referred to are:—

*Kahawatta.*

*North.*—Angulmaduwa.

*East.*—Siyambalagoda and Puwakdandawa.

*South.*—Beliatta and Puwakdandawa.

*West.*—Waharakgoda.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.

April 7, 1926.

**NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."****Sale of Toddy Rents.**

SEALED tenders marked on the envelope "Toddy Rent, Vadduvakallu, Putukkudiyiruppu, Alampil,\* and Chilawattai" for the sale of Toddy Rents of Vadduvakallu, Putukkudiyiruppu, Alampil, and Chilawattai from July 1, 1926, to June 30, 1927, will be received by the Assistant Government Agent, Mullaattivu, till 11 A.M. on May 1, 1926.

2. The accepted tenderer, on being informed, shall pay immediately to the Assistant Government Agent, Mullaattivu, a sum equivalent to two months rent as tendered by him as security deposit and sign conditions and contract furnishing necessary stamps.

3. The Assistant Government Agent reserves to himself the right of rejecting any tender.

4. The sale conditions and any other particulars can be had on application at the Mullaattivu Kachcheri.

5. The tenderers should be present on that date.

\* Alampil tavern to be closed from October 1 to February 28.

R. J. BATEMAN,  
Assistant Government Agent.

The Kachcheri,  
Mullaattivu, April 9, 1926.

**Sale of Toddy Rents, 1926-27.**

NOTICE is hereby given that the privilege of selling fermented toddy by retail in the areas of taverns mentioned in the schedule hereto attached, marked "A" for the period of twelve months from July 1, 1926, to June 30, 1927, will be put up for sale by public auction at the Batticaloa Kachcheri on Tuesday, May 4, 1926, at 1 P.M.

2. The Government Agent shall be empowered to refuse to accept the bids of former renters or licensees who are in arrears to Government as regards Excise Revenue or whose conduct has been unsatisfactory, or who have been guilty of serious breaches of the conditions of their licences, and persons who have been convicted by a criminal court for such offences as in the opinion of the Government Agent render them undesirable holders of licences.

2A. Every person bidding is advised to produce at the time of sale a certificate from the Chief Headman of his division that he is a person eligible to bid.

3. The trees proposed to be tapped shall be within the area of the tavern for which the licence is granted. Provided, however, if trees are not available within the tavern

[Continued on page 1329.]

area, an extension of area will be allowed by the licensing authority on application made to him in writing by the grantee.

4. The grantee shall also abide by the general conditions applicable to all Excise licences.

5. The taverns in the schedule marked "A" shall open at 8 A.M. and close at 7 P.M.

6. Further information can be obtained on application to the Government Agent, Eastern Province, Batticaloa.

V. VISWALINGAM,  
for Government Agent.

The Kachcheri,  
Batticaloa, April 9, 1926.

**A.—SCHEDULE REFERRED TO.****Rent Area, Batticaloa District.**

No.	Division.	Locality or Range.
		Within the village of—
1 ..	Eraur korale pattu ..	Arunugattankudiyiruppu
2 ..	Manmunai North pattu	Chatturukondan
3 ..	Do. ..	Koddaimunai
4 ..	Do. ..	Araipattai
5 ..	Do. ..	Puthucudiyiruppu
6 ..	Manmunai South pattu	Mankadu
7 ..	Eruvil Porativu pattu	Koddaikallar
8 ..	Karavaku pattu ..	Kalmunai
9 ..	Do. ..	Karative

*Tavern No. 3* should be situated approximately in its present position facing the main road and close to the Police station.

*Tavern No. 5* should be situated between the 7½ milepost and the southern boundary of the Puthucudiyiruppu village. The tavern building to be 50 fathoms back from the edge of the main road but clearly visible from the road.

*Tavern No. 7* to be 150 feet from the road, but the whole premises to be distinctly visible from the road.

*Tavern No. 8* to be approximately in its present position and 40 fathoms from the road though clearly visible from the road.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

## TREASURER'S DEPARTMENT.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

April 12, 1926.

G. H. N. SAUNDERS,  
Municipal Treasurer.

## SCHEDULE.

Date and Time of Sale : Saturday, April 24, 1926, at 8.30 a.m.

Premises No.	Street.	Quarter and Year.	Property Seized.	Place of Sale.
29	Campbell place	4th quarter, 1925	1 easy chair, 1 arm chair, 8 chairs, 1 round table, 2 jakwood chairs, 1 sofa	Municipal Council Stores, Darely road
4329/67	New Fishers' Quarters	3rd and 4th quarters, 1925	30 spades	do.
4330/68	Do.	do.	do.	do.

## List of Auctioneers' Licences issued during March, 1926.

Date. 1926.	No. of Licence.	Name and Address.
March 2	12	H. M. Peiris, 89, Dam street
March 12	13	M. S. Rahim, Noorani Villa, Colpetty

## List of Auctioneers' and Brokers' Licences issued during March, 1926.

March 5	87	Lionel J. J. Peiris, 6, Hulftsdorp
March 10	88	C. R. Thambyah, Gintupitiya street
March 11	89	E. N. Fernando, 265, Alutmawata
March 11	90	P. C. de Costa, 58, St. Mary's road, Mattacooly
March 12	91	W. H. Meier, 63, Union place
March 12	92	Hoosen Moosa, 32, Old Moor street
March 15	93	D. James, 39, Chatham street
March 25	94	B. C. D. Suhood, 43, 2nd Cross street
March 30	95	J. S. Dawson, 52, New Moor street
March 30	96	J. Cooray, 26, Norris road
March 30	97	N. R. Blande, 34, Baillie street
March 31	98	C. W. Vangeyzel, 48, Upper Chatham street
March 31	99	W. S. Niles, Sorna Villa, Dam street

## List of Brokers' Licences issued during March, 1926.

March 5	88	J. R. Fernando, 26, Baillie street
March 5	89	S. J. Goonesekera, 63, Maliban street
March 5	90	S. Dharmasena, 9, Wellawatta road
March 8	91	E. W. Jansz, 72, 2nd Cross street
March 9	92	Charles Perera, 19, Upper Chatham street
March 9	93	Nordon Magdalley, 28, 1st Cross street
March 10	94	D. A. Ranawaka, 14, Norris road
March 10	95	S. Sodalayandy Chetty, 70, Silver-smith street

Date. 1926.	No. of Licence.	Name and Address.
March 15	96	B. D. Johannes, 149, Dam street
March 18	97	D. A. Abeyasinghe, Karagampitiya
March 19	98	J. C. Macmillen, 40, Baillie street
March 23	99	A. Ferdinand, 2, Baillie street
March 23	100	W. G. David Weeratne, 26, Norris road
March 25	101	Oduman Lebbe Marikar Siraj Lebbe Marikar, 47, 3rd Cross street
March 30	102	W. S. Fernando, 138, Dam street
March 30	103	G. W. Mead, 18, Baillie street
March 30	104	M. K. Rauther Assenar, 37, 2nd Cross street
March 30	105	M. C. F. Pieris, Bristol buildings, Colombo
March 31	106	W. P. Hoole, 18, Upper Chatham street
March 31	107	T. Dor Francis Perera, 18, College street

G. H. N. SAUNDERS,  
Municipal Treasurer.Treasurer's Department, Town Hall,  
Colombo, March 9, 1926.

## MUNICIPALITY OF KANDY.

THE following have been licensed in March, 1926, by the Chairman, Municipal Council, Kandy, under the Surveyors, Auctioneers, and Brokers Ordinance, No. 15 of 1889:—

Ana Habibu Mohamado, Broker.  
E. W. Schokman, Auctioneer.  
T. Suppiah, Auctioneer and Broker.E. B. PEIRIS,  
for Secretary.Municipal Office,  
Kandy, April 8, 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 an Auctioneer and 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. M. B. Abdul Latif, Auctioneer and Broker, Kadugannawa.

The Kachcheri,  
Kandy, March 12, 1926.

C. SITTAMPALAM,  
for Chairman.

## Local Board, Trincomalee.

THE under-mentioned person has been licensed to carry on trade or business of an Auctioneer within the limits of the Trincomalee Local Board 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 :—

Name.	Residence.	Date of Licence.
Mr. C. E. Phillips	Division No. 2, Trincomalee	.. March 19, 1926

Local Board Office,  
Trincomalee, April 9, 1926.

W. G. VALLIPURAM,  
for Chairman.

## Statement of Assets and Liabilities of the Kurunegala Local Board of Health and Improvement on December 31, 1925.

LIABILITIES.		Amount.	ASSETS.		Amount.
		Rs. c.			Rs. c.
Deposits	..	157 0	Cash at Kacheheri	..	17,042 54
Balance surplus	..	43,272 14	Cast at Bank	..	26,386 60
	Total	43,429 14		Total	43,429 14

Office of the Local Board,  
Kurunegala, April 8, 1926.

G. N. FARQUHAR,  
for Chairman.

## ROAD COMMITTEE NOTICES.

## European Member, District Road Committee, Colombo.

WHEREAS in view of the departure from the Island of Mr. Chas. Bouchier, European Member of the District Road Committee of Colombo, a fresh election is required to be held under section 35 of Ordinance No. 10 of 1861, to fill the vacancy that has thereby been caused.

Notice is hereby given that all persons intending to offer themselves as candidates for the office of European Member of the District Road Committee of Colombo, for the remainder of the period for which Mr. Chas. Bouchier was appointed, namely, till December 31, 1927, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Western Province, at least ten days before the election.

The election will be held on April 30, 1926, at 2 P.M., at the Colombo Kacheheri.

Provincial Road Committee,  
Colombo, April 9, 1926.

F. BARTLETT,  
Chairman.

## Maskeliya-Cruden Branch Road.

(Urgent Repairs).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for urgent repairs to bridge No. 1 on 1st mile of the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, May 8, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	..	Rs. 240 00
Private contributions	..	Rs. 242 40
Proprietors or Agents.	Estates.	Acreage.
Sir Thomas Lipton	.. Bunyan	.. 298
Do.	.. Ovoca	.. 255
G. B. de Mowbray	.. Dotale	.. 108
Bois Bros. & Co.	.. Queensland	.. 281

Proprietors or Agents.	Estates.	Acreage.
Whittall & Co.	.. Bloomfield	.. 262
Do.	.. Mottingham	.. 258
A. P. Juekes	.. Dunnottar	.. 187
Colombo Commercial Co., Ltd.	.. Emelina	.. 205
Whittall & Co.	.. Brunswick	.. 256
Do.	.. Caskieben	.. 206
J. M. Robertson & Co.	.. Midlothian	.. 244
Do.	.. Mocha	.. 588
Do.	.. Deeside	.. 441
Geo. Steuart & Co.	.. Glenugie	.. 377
Do.	.. Bargrove	.. 205

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

Provincial Road Committee's Office,  
Kandy, April 10, 1926.

W. L. KINDERSLEY,  
Chairman.

## Branch Road from Kegalla-Polgahawela Road to Lowlands Estate.

NOTICE is hereby given that His Excellency the Governor, with the advice and consent of the Legislative Council, having granted the under-mentioned sum for the maintenance of the branch road from Kegalla-Polgahawela road to Lowlands estate during 1925-26, the Provincial Road Committee, North-Western Province, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district as follows :—

Estimate No. D 423.		Rs. c.
Government moiety	..	598 0
Private contributions	.. Rs. 603 98	
Less unexpended balance of previous year	.. Rs. 2 54	
		601 44

1st to 2nd section, 1 mile.

Total acreage, 829—Moiety of cost Rs. 514·04—  
Sectional rate, ·620072c.—Total rate, ·620072c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Mr. Charles Pieris	.. Serapis	.. 60 ..	37 21

1st to 3rd section, 1 mile 17 chains.

Total acreage, 769—Moiety of cost, Rs. 87·40—  
Sectional rate, ·113654c.—Total rate, ·733726c.

Messrs. Liptons, Ltd.	.. Cairnhill	.. 132 ..	96 85
Do.	.. Lower Eadella	.. 20 ..	14 67
Do.	.. Lowlands	.. 65 ..	47 69
Do.	.. Upper Eadella	.. 438 ..	321 37
Do.	.. Lesmoir	.. 114 ..	83 65

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury on or before April 30, 1926.

G. N. FARQUHAR,

Provincial Road Committee's Office, for Chairman.  
Kurunegala, April 7, 1926.

**Mallowapitiya-Rambadagalla Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums, for the maintenance of the above road during 1925-26, compensation for land purchased for cooly lines, and for flood damages, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road as follows:—

Estimate No. D 283.

## 1.—Maintenance of the Road.

Government moiety	..	Rs. 8,000·00
Private contributions	Rs. 8,080·00	
Less unexpended balance	Rs. 11·63	
		Rs. 8,068·37

## 2.—Compensation for Land purchased for Cooly Lines.

Government moiety	..	Rs. 200·60
Private contributions	..	Rs. 200·61

Estimate No. D 778.

## 3.—Flood Damages.

Government moiety	..	Rs. 538·00
Private contributions:—		
Culvert No. 51 on 9th mile		
(sections 18-28)	.. Rs. 275·72	
Culvert No. 86 on 13th mile		
(sections 26-28)	.. Rs. 275·73	
		Rs. 551·45

1st to 2nd section, 1 mile.

Total acreage, 10,692—Moiety of cost, Rs. 787·39—  
Sectional rate, ·073642c.—Total rate, ·073642c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Mr. D. G. Saperamadu	.. Mallowapitiya	.. 100 ..	7 37
Mr. Simon Fernando	.. Uyandanawatta	.. 100 ..	7 37

1st to 3rd section, 1½ mile.

Total acreage, 10,492—Moiety of cost, Rs. 293·39—  
Sectional rate, ·027963c.—Total rate, ·101605c.

Mr. G. D. John Fernando	.. Uyandanawatta	.. 60 ..	6 10
Natchee Appa Chetty (attorney of K. M. P. R. Muttu Raman Chetty)	.. Dangahamulawatta	.. 23 ..	2 34
Dr. K. J. de Silva	.. Galpotte estate	.. 70 ..	7 12
Mr. C. P. Markus	.. Rhenil	.. 165 ..	16 77

1st to 4th section, 2 miles.

Total acreage, 10,174—Moiety of cost, Rs. 293·39—  
Sectional rate, ·028837c.—Total rate, ·130442c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Dr. K. J. de Silva	.. Uyandana estate	.. 41 ..	5 35
S. S. N. Ramanathan Chetty	.. do.	.. 32 ..	18
Mr. A. J. Vander Poorten	.. Lizzidale alias Tarapotewatta	.. 214 ..	27 92

1st to 5th section, 2½ miles.

Total acreage, 9,887—Moiety of cost, Rs. 293·39—  
Sectional rate, ·029674c.—Total rate, ·160116c.

Ram Banda, K. B. Dissanayake, and T. B. Dissanayake	.. Paragahamulawatta	.. 40 ..	6 41
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1st to 6th section, 3 miles.

Total acreage, 9,847—Moiety of cost, Rs. 293·39—  
Sectional rate, ·029794c.—Total rate, ·189910c.

Mr. W. G. Rockwood	.. Galgodawatta	.. 84 ..	15 96
Mr. Mohamed Alie, J.P. Kotakanda	..	.. 30 ..	5 71

1st to 7th section, 3½ miles.

Total acreage, 9,733—Moiety of cost, Rs. 293·39—  
Sectional rate, ·030142c.—Total rate, ·220052c.

Mr. Mohamed Alie, J.P. Kotakanda	..	.. 100 ..	22 1
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1st to 8th section, 4 miles.

Total acreage, 9,633—Moiety of cost, Rs. 293·39—  
Sectional rate, ·030456c.—Total rate, ·250508c.

Hon. Sir H. M. Fernando	.. Aspokunawatta	.. 321 ..	80 42
Mr. A. R. Abeyesekera	.. Lindapitiyawatta	.. 56 ..	14 4
Rawana Rana Suppiah	.. Tingolewatta	.. 48 ..	12 4
Migolla Arachchi	.. Leeinyagolla	.. 30 ..	7 53
H. D. Sasira	.. Attikagahamulawatta	.. 30 ..	7 53

1st to 9th section, 4½ miles.

Total acreage, 9,148—Moiety of cost, Rs. 293·39—  
Sectional rate, ·032071c.—Total rate, ·282579c.—

Mr. F. N. Daniels	.. Kospotuoyawatta	.. 180 ..	50 88
Mr. T. B. Delwita	.. Pitawelawatta	.. 64 ..	18 9
Messrs. Lewis Brown & Co.	.. Shakerby estate	.. 1,250 ..	353 23

1st to 11th section, 5½ miles.

Total acreage, 7,654—Moiety of cost, Rs. 586·78—  
Sectional rate, ·076663c.—Total rate, ·359242c.

Hon. Sir H. M. Fernando	.. Meegastenna	.. 164 ..	58 93
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1st to 14th section, 7 miles.

Total acreage, 7,490—Moiety of cost, Rs. 880·17—  
Sectional rate, ·117512c.—Total rate, ·476754c.

Mr. A. J. Vander Poorten	.. Normandy	.. 352 ..	167 83
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1st to 16th section, 8 miles.

Total acreage, 7,138—Moiety of cost, Rs. 586·78—  
Sectional rate, ·082205c.—Total rate, ·558959c.

Messrs. Bosanquet & Co.	.. Pangalla	.. 520 ..	290 67
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1st to 18th section, 9 miles.

Total acreage, 6,618—Moiety of cost, Rs. 862·50—  
Sectional rate, 130326c.—Total rate, 689285c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
Messrs. H. Don Carolis & Sons	Ridiuyanwatta	233	160 61

1st to 23rd section, 11½ miles.

Total acreage, 6,385—Moiety of cost, Rs. 1,466·95—  
Sectional rate, 229749c.—Total rate, 919034c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
Messrs. Gordon Fraser & Co.	Ridigama	1,352	1,242 55

1st to 24th section, 12 miles.

Total acreage, 5,033—Moiety of cost, Rs. 293·39—  
Sectional rate, 058293c.—Total rate, 977327c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
K. M. N. M. Ramana-than Chetty	Maryland alias Kaliswara	140	136 84

1st to 25th section, 12½ miles.

Total acreage, 4,893—Moiety of cost, Rs. 293·39—  
Sectional rate, 059911c.—Total rate, 1·037238c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
Egoris Appuhamy	Veyangoda	36	37 34
Sadiris Appuhamy	do.	38	39 42
Mr. P. B. Delwita	Delwita Walaw-wa	24	24 91

1st to 28th section, 14 miles.

Total acreage, 4,795—Moiety of cost, Rs. 1,009·35—  
Sectional rate, 210500c.—Total rate, 1·247738c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
The Ceylon Tea Plantations Co., Ltd.	Delhena	504	628 87
Messrs. James Finlay & Co.	Delwita Group	2,568	3,204 20
Messrs. Carson & Co.	Nella Oola	300	374 33
Messrs. Harrison & Crosfield, Ltd.	Marlbe	586	731 19
Do.	Kepitigala	708	883 41
Mr. J. L. Kotalawala	Field View	129	160 96

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay on or before April 30, 1926, into the Colonial Treasury, Colombo.

Provincial Road Committee's Office, G. N. FARQUHAR,  
Kurunegala, April 7, 1926. for Chairman.

**Mallowapitiya-Rambadagalla 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 bridge on the branch road from Mallowapitiya to Rambadagalla, during 1925-26, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road as follows:—

Estimate No. D 470.

	Rs. c.
Government moiety	67 17
Private contributions	67 83
Less unexpended balance	Rs. 0·27
Less credit balance	Rs. 1·84
	2 11
	65 72

9th to 28th section.

Total acreage, 9,148—Moiety of cost, Rs. 65·72—  
Sectional rate, 007184c.—Total rate, 007184c.

Proprietors or Agents.	Estates.	Acreage.	Amount Rs. c.
Mr. F. N. Daniels	Kospotuoyawatta	180	1 29
Mr. T. B. Delwita	Pitawelawatta	64	0 46
Messrs. Lewis Brown & Co.	Shakerby	1,250	8 98
Hon. Sir H. M. Fernando	Meegastenna	164	1 18
Mr. A. J. Vander Poorten	Normandy	352	2 53
Messrs. Bosanquet & Co.	Pangalla	520	3 74
Messrs. H. Don Carolis & Sons	Ridi Uyanwatta	233	1 67
Messrs. Gordon Frazer & Co.	Ridigama	1,352	9 71
K. M. N. M. Ramana-than Chetty	Maryland alias Kaliswara	140	1 1
Egoris Appuhamy	Veyangoda	36	0 26
Sadiris Appuhamy	do.	38	0 27
Mr. P. B. Delwita	Delwitawalawwa	24	0 17
The Ceylon Tea Plantations Co., Ltd.	Delhena	504	3 62
Messrs. James Finlay & Co.	Delwita Group	2,568	18 45
Messrs. Carson & Co.	Nella Oola	300	2 15
Messrs. Harrisons & Crosfield, Ltd.	Marlbe	586	4 21
Do.	Kepitigala	708	5 9
Mr. J. L. Kotalawala	Field View	129	0 93

Which sums the proprietors or agents of the several estates are hereby required to pay on or before April 30, 1926, into the Colonial Treasury, Colombo.

Provincial Road Committee's Office, G. N. FARQUHAR,  
Kurunegala, April 7, 1926. for Chairman.

**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.	Asses- ment. Rs. c.
E. L. Ebrahim Lebbe	Yellangowrie	440	176 14
Marikkar, No. 9, Gas-works street, Colombo			
W. L. Strachan (Rub-ber Estates of Ceylon, Ltd.) The Galaha kanda	Debatgama Group—Debatgama Ova	1,471	588 86
Ceylon Tea Estates & Agency Co., Agents			
		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.

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

**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
	Balangoda Group—		Rs. c.
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		
Mr. S. T. de Silva, Pine Hill estate, Pelpola, Kalutara	Ferndale and Sherwood	70	78 13
		<u>2,810</u>	<u>3,136 5</u>

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

P. O. FERNANDO,  
for Chairman.  
Provincial Road Committee's Office,  
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.

Proprietors or Agents.	Estates.	Acreage.	Assessment
			Rs. c.
Messrs. George Stewart & Co.	Wahareka	565	338 92

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 Appu- hamy	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, Yati- yantota,	Kimberley	95	69 0
		<u>3,229</u>	<u>2,142 0</u>

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

P. O. FERNANDO,  
for Chairman.  
Provincial Road Committee's Office,  
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.	Assessment. 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. Harrison & Crosfield, Ltd., Agents)	Sapumalkanda and Mahinkanda	1,069	143 87
Clunes Estates Co., Ltd. (Messrs. Whittall & Company, Agents)	Clunes	614	82 63
Pindenioya Tea & Rubber Co., Ltd. (Messrs. Henderson & Company, Agents)	Reucastle	668	89 90
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & 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
Messrs. F. H. B. Koch and Rosslyn Koch (Messrs. Rosslyn & Co., Colombo, Agents)	Deloluwa	171	57 40
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & 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. Harrison & Crosfield, Ltd., Agents)	Illuktenna new clearing	50	21 0
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Proprietors or Agents.	Estates.	Cultivated Acreage	Assessment. Rs. c.
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.

Provincial Road Committee,  
Ratnapura, March 29, 1926.

P. O. FERNANDO,  
for Chairman.

#### 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:—

#### ELLEARAWA-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.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
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,  
Ratnapura, March 29, 1926.

## Dehiowita-Algoda 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-ALGODA 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.
Rajawela 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

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
J. A. Symons, Colombo (Messrs. Cumberbatch & Co., Agents)	Loolpola	.. 59½..	5 90
Rajawela 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,  
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 ..	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.	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. I. Palawasampillai, Balangoda	Selvawatta	.. 98 ..	46 36
	Total	.. 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,  
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. 730.00  
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

Proprietors or Agents.	Estates.	Cultivated Acreage.	Assessment.	Rs. c.
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,  
for Chairman.

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

## TRADE MARKS NOTICES.

NOTE.—In the following list the numbers in the second column denote the number of the "Ceylon Government Gazette" in which the Trade Mark was advertised.

## Trade Marks registered during the Month of March, 1926.

Trade Mark No.	Gazette No.	Date of Gazette.	Proprietors.	Class.
3,489	7,509	January 22, 1926	Anglo Persian Oil Co., Ltd.	47
3,473	7,510	January 29, 1926	Max Eugen Noelle, Walter Noelle, Richard Hermann Noelle, and Adolf Leonhard Noelle, trading as "Gebruder Noelle"	13
3,498	7,510	January 29, 1926	British-American Tobacco Co., Ltd.	45

## Subsequent Proprietors registered during the Month of March, 1926.

(The name in Italics is that of the former proprietor).

1,583	6,703	March 12, 1915	The Torbay Paint Co., Ltd., 26, 27, and 28, Billiter street, London, E. C., 3, England, Manufacturers; <i>The Torbay Paint Company</i>	1
2,007	7,010	May 9, 1919	Portal, Dingwall & Norris, 40, Eastcheap, London, E.C., England, Wine and Spirit Merchants; <i>Portal Dingwall &amp; Norris Ltd.</i>	43
2,712	7,384	September 29, 1922	Bois Bros. & Co., Ltd., 11, Queen street, Fort, Colombo; <i>Tangana (Ceylon) Products, Ltd.</i>	40 and 42

## Trade Marks renewed during the Month of March, 1926.

Trade Mark No.	Gazette No.	Date of Gazette.	Proprietors.	Class.
209	5,551	May 20, 1898	Mellins Food, Ltd.	42
1,291	6,487	February 2, 1912	Holroyds' Oil and Ceresine, Co., Ltd.	4
1,300	6,494	March 15, 1912	S. L. Abdul Wahid	17
1,345	6,511	July 5, 1912	The Chillington Tool Co., Ltd.	13
1,373	6,529	November 1, 1912	Bengers Food, Limited	42

## Trade Marks to be removed from the Register for Non-payment of Renewal Fees.

1,307	6,497	April 4, 1912	Brodie & Company	43
1,311	6,499	April 19, 1912	Arthur Alvis	42

## Trade Marks removed from the Register for Non-payment of Renewal Fees.

1,276	6,472	November 17, 1911	Hodgson & Simpson, Ltd.	47 and 48
1,277	6,478	December 8, 1911	Schliemann's Oil and Ceresine Company, Ltd.	4
1,278	6,478	December 8, 1911	Do.	4
1,279	6,480	December 22, 1911	M. N. Kandiah Pillai	45
1,282	6,480	December 22, 1911	The Eastern Export Proprietary, Ltd.	42
1,283	6,480	December 22, 1911	Do.	42
1,292	6,488	February 9, 1912	Walker Sons & Co., Ltd.	12

Registrar-General's Office,  
Colombo, April 14, 1926.

A. W. SEYMOUR,  
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,544.
- (2) Date of Receipt: March 29, 1926.
- (3) Applicant (Proprietor of the Trade Mark): "CEMENTI ISONZO" SOCIETA ANONIMA (a Company incorporated under the laws of Italy), office at Trieste, and works in Salona d'Isonzo, Italy; Cement Manufacturers and Merchants.
- (4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Class: Seventeen.
- (6) Goods: Asbestos cement sheets and slates.
- (7) Representation of the Trade Mark:

## SILVERIT

The essential particular of the Trade Mark is the word "SILVERIT."

Registrar-General's Office,  
Colombo, April 14, 1926.

A. W. SEYMOUR,  
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,546.
- (2) Date of Receipt: April 1, 1926.
- (3) Applicant (Proprietor of the Trade Mark): THOS FIRTH & SONS, LIMITED (a Company incorporated under the English Companies Acts), Norfolk Works, Sheffield, England; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Class: Five.
- (6) Goods: Steel.
- (7) Representation of the Trade Mark:

## TAYBRITE

Registrar-General's Office,  
Colombo, April 14, 1926.

A. W. SEYMOUR,  
Registrar-General.

IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,520.
- (2) Date of Receipt: March 1, 1926.
- (3) Applicant (Proprietor of the Trade Mark): NICHOLSON-ELLE COMPANY (a Corporation organized and existing under the laws of the State of Rhode Island, United States of America), 23, Acorn street, City, and County of Providence, State of Rhode Island, United States of America; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Class: Twelve.
- (6) Goods: Files and Rasps.
- (7) Representation of the Trade Mark:



The essential particular of the Trade Mark is the distinctive label.

Registrar-General's Office,  
Colombo, April 14, 1926.

A. W. SEYMOUR,  
Registrar-General.



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

[Continued from page 1319.]

## TODDY RENT SALE CONDITIONS, 1926-1927.

THE following conditions on which the toddy rents for the period from July 1, 1926, to June 30, 1927, in the case of the Northern and Eastern Provinces; and from October 1, 1926, to September 30, 1927, in the case of all other Provinces, will be sold, have been approved by His Excellency the Governor under section 18 of "The Excise Ordinance, No. 8 of 1912." and are hereby published for general information:—

Toddy Rent Sale Conditions applicable to Toddy Taverns in respect of which "off" sales are prohibited.  
Stamp of 50 cents.

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

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

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

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

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

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

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

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

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

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

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

(a) Any renter wishing to make vinegar from toddy shall obtain a vinegar licence from the Government Agent.

Provided that the Government Agent may issue licences to non-renters on terms and subject to conditions duly approved by Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Place : \_\_\_\_\_ Witnesses : \_\_\_\_\_ \_\_\_\_\_ Grantee.  
Date : \_\_\_\_\_ \_\_\_\_\_ Government Agent.

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

Witnesses : \_\_\_\_\_ \_\_\_\_\_ Grantee.

Office of the Excise Commissioner.  
Colombo, April 1, 1926.

T. W. ROBERTS,  
Excise Commissioner.

TODDY RENT SALE CONDITIONS, 1926-1927.

THE following conditions on which the Toddy Rents for the period from July 1, 1926, to June 30, 1927, in the case of the Northern and Eastern Provinces; and from October 1, 1926, to September 30, 1927, in the case of all other Provinces, will be sold, have been approved by His Excellency the Governor under section 18 of "The Excise Ordinance, No. 8 of 1912," and are hereby published for general information:—

Toddy Rent Sale Conditions applicable to Toddy Taverns in respect of which "off" sales are not prohibited.  
Stamp of 50 cents.

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

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

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

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

(b) If the highest bid or tender under condition 1 exceeds the sum of Rs. 2,000, the grantee shall at the same time execute, if so required by the Government Agent, in the form sanctioned by law, a power of attorney to confess judgment in any action which may be instituted against him for the recovery of any moneys due in respect of this privilege. And shall also furnish to the Government Agent within 15 days of the date of execution of such power of attorney, a duly certified copy thereof for filing in the District Court under section 32 of the Civil Procedure Code.

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

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

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

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

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

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

7. (a) Any renter wishing to make vinegar from toddy shall first obtain a vinegar licence from the Government Agent.

Provided that the Government Agent may issue licences to non-renters on terms and subject to conditions duly approved by Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Office of the Excise Commissioner,  
Colombo, April 1, 1926.

T. W. ROBERTS,  
Excise Commissioner.