



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

IT is hereby notified for general information, under by-law 19 (1), that the roads mentioned in the schedule hereunto annexed are suitable for use by "lorries" (as defined in by-law 1 (2) of the by-laws published in the *Government Gazette* of March 3, 1922, subject to their compliance with the regulations governing the use of motor cars, motor lorries, and motor cycles, and with the modified conditions specified in the schedule referred to).

2. All schedules to previous Notifications are hereby cancelled.

Colonial Secretary's Office,  
Colombo, May 1, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE.

Roads on which there is no objection to motor lorries being run under the regulations (6 tons when fully loaded and equipped):—

*Western Province.*

Colombo-Avissawella road (*via* Urugodawatta).  
Colombo-Kalutara-Bentota road.  
Colombo-Peradeniya-Kandy road.  
Horana-Alutgama road (with exception of the Anguruwatota ferry and Welipenne bridge on the 22nd mile).

*Central Province.*

Annfield road.  
Bathford Valley road.  
Colombo-Kadugannawa-Peradeniya-Kandy road.  
Dotale road.  
Duckwari-Cottaganga road, first quarter of 1st mile (up to but not across the first wooden bridge).  
Gampola-Nawalapitiya road (speed not to exceed 4 miles an hour over the arched bridges near 18½ at Ulapane and 19½ mileposts).  
Hatton-Norwood bridge road.  
Hatton-Talawakele road.  
Kandy-Gampola-Pussellawa road.  
Kandy-Rangalla road *via* Dumbara Valley, Rajawella, and Teldeniya.  
Nawalapitiya-Hatton road up to the 5th milepost.  
Nawalapitiya-Kotmale road (to Talawakele).  
Peradeniya-Deltota road.  
Strathdon-Fruithill-Hatton road.  
Talawakele-Lindula-Agrapatana road.  
Talawakele-Watagoda road up to the turn off to Watagoda estate factory.  
Tispane road.  
Wattegama Railway Station *via* Madulkele up to the Daluk-oya bridge on 20½ to 20½ mile, Huluganga-Bambara-ela road.  
Wattegama *via* Teldeniya to Nugatenna Gap. (*Note*.—A lorry of greater height than 8 feet 9 inches cannot pass under the aqueduct near the 16th milepost.)

*Southern Province.*

Broadway (new entrance road to Matara).  
Colombo-Matara road (4 tons only on the Gin-oya bridge, 69th mile, and Ahan-gama bridge, 83½ milepost).  
Deniyaya-Hayes road.  
Galle-Akuressa road.  
Galle-Udugama road.  
Matara-Deniyaya road.

*Province of Uva.*

Badulla-Bibile road.  
Bandarawela-Badulla road.  
Bandarawela-Haputale-Haldummulla road (speed not to exceed 4 miles per hour over bridge No. 158 near the 107½ milepost).  
Bandarawela-Leangahawela-Poonagala road.  
Bandarawela-Welimada road.  
Dikwella-Madulla road.

Haldummulla-Koslanda-Wellawaya-Moneragala road (3 tons only, and speed not to exceed 4 miles per hour across bridges between the 116th and 129th mileposts).

Koslanda-Poonagala road.  
Kumbalwela-Passara road.  
Naula-Spring Valley road.  
Passara-Madulsima road.

*Province of Sabaragamuwa.*

Approach roads to Ratnapura Railway Station and Goods Shed (with exception of Church road).  
Colombo-Kegalla-Peradeniya-Kandy road.

Dehiowita-Deraniyagala road up to the 7th milepost.  
Ellearawa-Pinnawela Branch road.  
Karawanella-Glenalla road.  
Polgahawela-Kegalla road.  
Ratnapura-Pelmadulla-Balangoda road up to the Keenagahaella road junction at the 87½ milepost (*via* Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).  
Ratnapura-Pelmadulla-Rakwana road (*via* Esplanade road and Cross street, excluding Main street from 56 to 56½ mileposts).

2. Roads on which there is no objection to motor lorries being run under modified conditions as to total weights stated (stated weights mean when vehicles are fully loaded and equipped):—

	Weight allowed. Tons.
<i>Western Province.</i>	
Colombo <i>via</i> Negombo and Marawila to Madampe	3½
Hanwella-Labugama road	4½
Horawala-Moragala road	4½
Katukurunda-Nagoda-Matugama	4½
Agalawatta road	4½
Kosgama-Pugoda road	3
Mirigama (Railway Station) up to but not across Giriulla bridge	4
Nagoda-Neboda road	3
Padukka-Bope-Ingiriya-Nambapana road	3
Panadure-Ingiriya-Nambapana road (with exception of Bolgoda bridge on the 5th mile)	3
Tebuwana-Anguruwatota road	3
Veyangoda-Ruanwella road	4½

*Central Province.*

Ambawela road, 1st and 2nd miles	3
Brookside-High Forest road	4½
Craighead-Somerset road	3
Dambulla-Habarana road	3
Deltota-Hewaheta-Rikiligasgoda road	4½
From Daluk-oya bridge, 20½ to 20½ mile, Huluganga-Bambara-ela road to Bambara-ela	3
Glenlyon-Preston road (at a speed of not more than 3 miles per hour over Torrington bridge)	4½
Golohenwatta-Yatawatta road	5
Gorge Valley road up to the bridge on Henford estate	4½
Iriyagama-Aladeniya road, 2nd to 6th mile	3
Kalalpitaya-Ukuwela road	5
Kandy-Ampitiya road	3
Kandy-Matale-Nalande-Dambulla road (4½ tons up to but not over Katugastota bridge)	3

	Weight allowed. Tons.
Kandy-Rikiligasgoda-Padiapellella-Mulhalkele road (with the exception of the Mulhalkele bridge, Kurundo-oya)	4½
Katugastota-Galagedara road	4½
Katugastota-Madulkele road (between the 7½ and 9½ mileposts)	4½
Katugastota-Wattegama road	4½
Kitulgala-Ginigathena road from 62½ to 63½ milepost	3
Lindula-Nanuoya-Nuwara Eliya road	4½
Madulkele-Kabaragala road	4½
Maskeliya road:—	

(a) Glenugie-Upcot road	3
(b) Maskeliya to Cruden	3
(c) Maskeliya to Moray	2½
(d) Norwood bridge to Maskeliya	3
(e) Norwood-Upcot road (2½ tons only permissible across the temporary bridge at 1st milepost)	3

Nawalapitiya-Dolosbage road	3
Nawalapitiya-Hatton road from the 5th mile to Dunbar bridge ( <i>via</i> Abbotsleigh)	3
Norton-Carolina road	3
Norwood bridge-Campion road	4½
Nugatenna-Deanstone Branch road	3
Nuwara Eliya town: The following roads within the limits of the Board of Improvement, Nuwara Eliya, not mentioned elsewhere in the:—	

(a) Lady McCallum's drive	4½
(b) Lawson street	4½
(c) Moon Plains road (the War Memorial to Badulla road junction)	4½
(d) New Bazaar street	4½
(e) Queen's Cottage to Hawa Eliya <i>via</i> Kachcheri corner	4½
(f) Uda Pussellawa road junction to Brewery, Nuwara Eliya	4½

Nuwara Eliya-Uda Pussellawa road	4½
Nuwara Eliya-Welimada road	4½
Oonanagala-Madulkele road (P. W. D.)	4½
Padiapellella Ellamulla road	4½
Palapatwella-Galawela road (up to 36th milepost only)	5
Pupuressa road	4½
Pussellawa-Ramboda-Nuwara Eliya road	4½
Rattota road	5
St. Margaret's-Kirklees Branch road	4½
Talawakele-Watagoda road	4
Ulapane-Riverside road	5
Wallaha road	3
Wanarajah Branch road (up to but not over Castlereagh bridge)	4½
Watagoda-Tawalantenna road:—	

(a) Tawalantenna to Pundaluoya (with the exception of the Sangilipalam bridge on the 34th mile)	3
(b) Watagoda to Pundaluoya	3½

Wattegama to Ukuwela Railway Station and thence to the 14th milepost, Kandy-Matale road	5
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*Southern Province.*

Ambalangoda-Elpitiya road	4½
Beliatta-Tangalla road	4
Dikwella-Beliatta road	4
Dodanduwa-Halpatota road	2
Hikkaduwa-Halpatota road	2

Weight allowed. Tons.	Weight allowed. Tons.	Weight allowed. Tons.
Matara-Hambantota road .. 4	Kurunegala-Polgahawela road .. 3	<i>Province of Sabaragamuwa.</i> Avisawella-Kitulgala road, except bridge on the 42nd mile (Yatiyantota) .. 4½ Avisawella-Ratnapura road (speed not to exceed 4 miles per hour over Getahetta and Kuruwita bridges on the 33rd and 48th miles, respectively) .. 3 Balangoda-Chetnole road .. 4½ Dela-Karawita road .. 4 Hemingford road .. 4½ Karandupone-Rambukkana road .. 3½ Kegalla-Bulatkohupitiya road .. 3 Kendangamuwa-Woodend road .. 4½ Madampe-Hambantota road to but not over Timbulketiya bridge on 96th mile .. 2½ Malwala ferry road .. 4½ Pindeniya road— 7th to 12th mile .. 3 13th and 14th miles .. 4 Rakwana to Springwood estate bungalow .. 4½ Springwood estate bungalow to 96th milepost .. 2½ Rambukkana-Aranayaka road .. 3 Ratnapura-Nambapana-Panadure road .. 3 Ruanwella-Veyangoda road .. 4½ Watapota road .. 3 Yatiyantota-Ardross road (with the exception of the causeway on Kelani estate) .. 3 Yatiyantota-Polatagama road .. 3
Wellawaya-Hambantota road .. 3	Maharagama-Polgahawela road .. 4	
<i>Northern Province.</i>		
Mankulam-Mullaittivu road .. 2	Mallowapitiya-Rambodagala road .. 4½	
Jaffna-Kaitadi road (miles 194 to 199½) .. 3	Negombo <i>via</i> Dankotuwa-Giriulla-Narammala-Kuliyapitiya to Madampe .. 4	
Jaffna-Kankesanturai road (miles 1 to 11½) .. 3	Kurunegala town: The following roads within the limits of Kurunegala Local Board, not mentioned elsewhere in this list:—	
Jaffna-Palali road (miles 1 to 10.75) .. 3	(a) Bazaar street .. 4½	
Jaffna-Point Pedro road (miles 1 to 21) .. 3	(b) Edinburgh street and Approach road to the Railway Station .. 4½	
Jaffna-Punnalaw road (miles 1 to 10½) .. 3	(c) Gefuwana Circular road .. 4	
<i>Eastern Province.</i>		
Bar road, Batticaloa .. 3	<i>North-Central Province.</i>	
Batticaloa-Kalkudah road .. 3	Dambulla-Habarana road .. 3	
Batticaloa-Kalmunai road .. 3	Habarana-Topawewa road up to 13th mile .. 3	
Bibile-Batticaloa road .. 3	<i>Province of Uva.</i>	
Pottuvil-Moneragala road .. 3	Badulla-Taldena road to 1st milepost .. 2	
<i>North-Western Province.</i>		
Alawwa-Dampelessa road .. 3½	Bibile-Alutnuwara road up to the 5th milepost .. 3½	
Colombo <i>via</i> Negombo-Marawila-Chilaw-Puttalam road .. 3½	Bibile-Batticaloa road to Eastern Province boundary only .. 3½	
Galagedara-Kurunegala road .. 4½	Bibile-Medagama-Moneragala road .. 3	
Kurunegala-Dambulla road to 20th milepost .. 3½	Dikwella-Welimada road .. 2	
Kurunegala-Narammala road .. 3½	Diyatalawa road .. 2	
Kurunegala-Nikaweratiya road (2 tons only permissible over Maguruoya bridge on 6th mile from Kurunegala) .. 3	Pottuvil-Moneragala road .. 3	
	Welimada-Nuwara Eliya road .. 4½	
	Wellawaya-Hambantota road .. 3	

## "THE CO-OPERATIVE SOCIETIES ORDINANCE, No. 34 OF 1921."

IT is hereby notified for general information that the registration of the following Co-operative Societies having been cancelled under section 33 of Ordinance No. 34 of 1921, the privileges conferred on them by section 26 of the said Ordinance have lapsed:—

Colonial Secretary's Office,  
Colombo, May 4, 1926.

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

## CO-OPERATIVE SOCIETIES REFERRED TO.

Name of Society.	Registered No.	Date of Registration.	Date of Cancellation.	Reasons for Cancellation.
Galhoda and Kinigoda Korales Co-operative Society	4	March 11, 1913	October 23, 1925	This society has failed to carry on its work satisfactorily
Mawata Pattu Co-operative Society	97	January 16, 1918	do.	This society has failed to carry on its work satisfactorily owing to lack of interest on the part of members
Kanduaha Pattu Co-operative Society	96	January 11, 1918	do.	do.
Kandyan Association Co-operative Society	69	December 5, 1916	do.	This society has failed to carry on its work satisfactorily
Uda Dumbara Co-operative Society	42	September 16, 1914	April 28, 1926	This society has been unable to carry on its work satisfactorily owing to its area of operation being too large
Trincomalee Public Service Co-operative Supply Society	254	August 11, 1924	do.	Voluntarily dissolved as the society was unable to carry on its work satisfactorily

## "THE LOCAL BOARDS ORDINANCE, 1898."

IT is hereby notified that the schedule of rates and fees to the Badulla Local Board Notification dated February 19, 1925, and published in *Government Gazette* No. 7,447 dated February 20, 1925, is amended, with the sanction of His Excellency the Governor in Council, under section 29 A of "The Local Boards Ordinance, 1898," by substituting Rs. 20 for Rs. 25 as the annual fee for bakeries.

Colonial Secretary's Office,  
Colombo, May 6, 1926.

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

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

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased, under the provisions of section 45 of the said Ordinance, to sanction the under-mentioned irrigation scheme passed at a meeting on July 26, 1923, by the proprietors of the tract of lands to be benefited by the construction of a masonry anicut across the Navatkiri-arū under the Divulana tank irrigation work, in the Porativu pattu of the Batticaloa District.

Colonial Secretary's Office,  
Colombo, May 4, 1926.

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

## SCHEME REFERRED TO.

That a masonry anicut be constructed by Government across the Navatkiri-arū under the Divulana tank; that the cost of the work of construction be borne by the proprietors of the tract to be benefited by the construction of the said anicut, but the same shall be paid in the first instance by Government; that a special irrigation rate to repay the Government the cost of the said work, together with interest at 5 per centum calculated annually on the outstanding cost of the work, be imposed upon all lands irrigable by the said anicut for 10 years.

## "THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council, under section 7 of "The Ceylon Telegraph Ordinance, 1908," and declared to be in force as from May 7, 1926.

Colonial Secretary's Office,  
Colombo, May 6, 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 Katunayake Post Office and the other stations named:—

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

\* From Call Office also 15 cents.

† To be opened shortly.

## "THE VILLAGE COMMUNITIES ORDINANCE, 1889."

IT is hereby notified for general information (a) that His Excellency the Governor has been pleased to set apart the lot of land described in the schedule hereto annexed, which is the property of the Crown, for a common purpose, to wit, that the villagers of the village of Maduragama of the Wannī Hatpattu Village Committee, in Pahalawisideke korale of the Wannī hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lot on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lot or of any portion thereof whenever he thinks fit. (W. L. O. Notice No. 8,041.)

Colonial Secretary's Office,  
Colombo, May 4, 1926.

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

## SCHEDULE REFERRED TO.

The following lot situated in the village of Maduragama, in the Pahalawisideke korale of the Wannī hatpattu of the Kurunegala District, in the North-Western Province:—

## Block survey preliminary plan No. 1,850.

Lot.	Name of Land.	Extent, A. R. P.
67	Welaismattehana	23 1 19

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the contract for the conveyance of mails from January 1, 1927, once daily each way, for a period of three years between Wattagama Post Office, and Madulkele Post Office, and intermediate offices —

- (a) By motor van or bus or car ; or
- (b) By motor lorry.

2. The motor conveyances, when fully equipped and loaded, should not weigh more than three tons.

3. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

4. The contractor will be required to provide such number of motor conveyances as will, in the opinion of the Postmaster-General, be necessary for the service, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General. The motor conveyances should also be provided at the contractor's cost with a separate locked receptacle for conveying mails. To some convenient part of every such motor shall be affixed, at the cost of the contractor and subject to the approval of the Postmaster-General, a suitable box provided with lock and key for the reception of any letters which may be posted on the road.

5. 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, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Wattagama and Madulkele" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 15, 1926.

7. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

8. Any alteration in the tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

9. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form 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 Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

10. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

11. Tenders for above service must be accompanied by a scale of the rates, which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

12. Further particulars regarding the terms of the contract will be found in the contract form, Post Office N 10. Further information about the terms of the contract and any other information can be obtained on application to the Postmaster-General.

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

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 Postmaster-General, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

15. 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.

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

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

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

General Post Office, G. W. J. PRAAT,  
Colombo, May 3, 1926. Acting Postmaster-General.

TENDERS are hereby invited for the contract for the conveyance of mails from January 1, 1927, to September 30, 1928, once daily each way, between Puttalam Railway Station, Puttalam Post Office, and Nikaweratiya Post Office, and intermediate offices —

- (a) By motor van or bus or car ; or
- (b) By motor lorry.

2. The motor conveyances, when fully equipped and loaded should not weigh more than three tons.

3. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

4. The contractor will be required to provide such number of motor conveyances as will, in the opinion of the Postmaster-General, be necessary for the service, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General. The motor conveyances should also be provided at the contractor's cost with a separate locked receptacle for conveying mails. To some convenient part of every such motor shall be affixed, at the cost of the contractor and subject to the approval of the Postmaster-General, a suitable box provided with lock and key for the reception of any letters which may be posted on the road.

5. 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, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Puttalam and Nikaweratiya," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 15, 1926.

7. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

8. Any alteration in the tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

9. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form 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 Postmaster-General or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

10. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

11. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

12. Further particulars regarding the terms of the contract will be found in the contract form, Post Office N 10. Further information about the terms of the contract and any other information can be obtained on application to the Postmaster-General.

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

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 Postmaster-General, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

15. 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.

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

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

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

General Post Office,  
Colombo, May 3, 1926.

G. W. J. PRAAT,  
Acting Postmaster-General.

**TENDERS** are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1926.

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

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

4. Tenders should be marked "Tender for Diets, — Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 8, 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, May 1, 1926.

SCHEDULE REFERRED TO.

Services.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of cooked provisions, with milk, to the following institutions:—		
Alutnuwara .. .. .	200	400
Batticaloa .. .. .	200	400
Buttala .. .. .	200	400
Kalmunai .. .. .	150	300
Koslanda .. .. .	300	600
Mahaoya .. .. .	100	200
Medagama .. .. .	200	400
Moneragala .. .. .	200	400
Supply of cooked provisions, without milk—		
Badulla .. .. .	400	800
Lunugala .. .. .	200	400

**TENDERS** are hereby invited for the supply of the under-mentioned tiles, to be delivered at Demata-goda Railway Store or elsewhere within the Gravets of Colombo, as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1926, to September 30, 1927, viz.:—

South Indian, flat whole, flat half, ridge, single and double ventilator tiles of best quality.

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 South Indian Tiles to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 1, 1926.

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

6. A deposit of Rs. 25 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo Bank, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Samples must be deposited with the Railway Storekeeper before the dates on which the tenders are due. No tenders will be considered if the samples are not so deposited.

8. The amount of security required will be Rs. 1,000. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

10. Alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.

11. Any offers received containing conditions outside the specification will be rejected without question.

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

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

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

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

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

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

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

19. 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.

General Manager's Office,  
Colombo, May 3, 1926.

D. McMILLAN,  
Acting General Manager.

**TENDERS** are hereby invited for the supply of bricks on the Northern Line of the Railway from persons willing to contract from October 1, 1926, to September 30, 1927, to be delivered at any railway station between Kurunegala and Kankasanturai, and to be as per under-mentioned specification, viz. :—

*Bricks.*—To be the best stock bricks, size 8½ in. by 4½ in. by 2½ in. ; sound, clean cut, hard, and well burned, of uniform size and shape.

Each tender must specify the rate per 1,000, stating clearly the minimum number of bricks which will be supplied weekly if on order. Samples of same must be forwarded to the Railway Storekeeper, 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 through the post.

4. Tenders should be marked "Tender for the Supply of Bricks on the Northern Line of the Railway" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 1, 1926.

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

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

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

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

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

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

16. 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.

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

General Manager's Office,  
Colombo, May 3, 1926.

D. McMILLAN,  
Acting General Manager.

**TENDERS** are hereby invited for the supply of country half-round tiles and country ridge tiles delivered at Dematagoda Railway Store or elsewhere within the Gravets of Colombo, as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1926, to September 30, 1927.

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

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

4. Tenders should be marked "Tender for Half-round Tiles to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 1, 1926.

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

6. A deposit of Rs. 25 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included on 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. Samples must be deposited with the Railway Storekeeper before the dates on which the tenders are due. No tenders will be considered if the samples are not so deposited.

8. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. Any offers received containing conditions outside the specification will be rejected without question.

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

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

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

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

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

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

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

General Manager's Office,  
Colombo, May 3, 1926.

D. McMILLAN,  
Acting General Manager.

**TENDERS** are hereby invited for the supply of cadjans and bamboos, to be delivered at Dematagoda Railway Store or elsewhere within the Gravets of Colombo as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1926, to September 30, 1927, viz:—

Cadjans, best, each not less than 6 feet long.

Bamboos, large, straight, well seasoned, and free from defects, each 30 feet long, not less than 3½ in. diameter at the butt.

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 Cadjans and Bamboos to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 1, 1926.

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

6. A deposit of Rs. 15 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. If required samples must be deposited at the Railway Stores.

8. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. Any offer received containing conditions outside the specification will be rejected without question.

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

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

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

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

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

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

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

General Manager's Office,  
Colombo, May 3, 1926.

D. McMILLAN,  
Acting General Manager.

**TENDERS** are hereby invited for the supply of bricks to the Upper District of the Railway from persons willing to contract from October 1, 1926, to September 30, 1927, to be delivered at any railway station above Kadugannawa, and to be as per under-mentioned specification, viz:—

*Bricks.*—To be the best stock bricks, size 8½ in. by 4½ in. by 2½ in.; sound, clean cut, hard, and well burned; of uniform size and shape.

The quantity of bricks required will probably be about 10,000 a week, but no guarantee will be given as to quantity to be taken. Each tender must specify the minimum



number it is prepared to supply, and at what station the bricks are to be supplied.

Each tender must specify the rate per 1,000, and samples of same must be forwarded to the Railway Storekeeper, Colombo.

Where a kiln is close to the Railway, the tenderer should give a rate for the bricks delivered and stacked alongside the line as well as a rate to deliver at a station.

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

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

4. Tenders should be marked "Tender for the Supply of Bricks to the Upper District of the Railway" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 1, 1926.

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

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

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

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

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

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

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

16. 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.

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

General Manager's Office,  
Colombo, May 3, 1926.

D. McMILLAN,  
Acting General Manager.

TENDERS are hereby invited for the supply of the under-mentioned materials, to be delivered at Dematagoda (Lazeretto) Store or elsewhere within the Gravets of Colombo, as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1926, to September 30, 1927, viz.:—

Lime, slaked	Clay, white
Lime, boiled	Coral stones

2. Slake lime must be of good quality, well burnt, and sifted free from particles of stone or other extraneous matter. It must be delivered in a bushel measure filled with a shovel, mamoty, or basket, the lime being dropped from a height of at least 12 inches above the measure. Each bushel of lime must weigh 42 lb., exclusive of the tare of basket or other receptacle in which it is weighed.

Boiled lime must be of the best quality, each bushel to weigh 92 lb., exclusive of tare of receptacle in which weighed.

White clay must weigh 83 lb. to the bushel, exclusive of tare of receptacle in which weighed.

Coral stones must weigh 65 lb. to the bushel, exclusive of tare of receptacle in which weighed.

3. 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.

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

5. Tenders should be marked "Tender for Lime, Railway Department," in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue, not later than on midday on Tuesday, June 1, 1926.

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

7. Precise requirements cannot be given, but tenderers should be prepared to supply approximately the following average quantities, if required.

Slaked lime, 3,000 bushels per week.

Boiled lime, 1,000 bushels per week.

White clay, 100 bushels per week.

Coral stones, 5 tons per week.

8. A deposit of Rs. 50 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo Bank, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included on 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. The amount of security required will be Rs. 200. All other necessary information can be ascertained upon application at the office referred to in section 6.

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

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

12. Any offers received containing conditions outside the specification will be rejected without question.

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

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

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

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

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

18. 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.

19. No passes on the railway will be granted to the contractor or his representative in connection with this service.

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

21. Contractors consigning lime by rail, at any station south of Colombo, to the Railway Storekeeper at the Dematagoda Store, will be required to prepay the freight which will be calculated as to Kelaniya, and a certificate must be given by the sender on the consignment note as follows:—

"I certify that the lime consigned hereby is for the Railway Storekeeper, Lazeretto Store, Dematagoda, in terms of my contract with the General Manager for the year ending September 30, 1926."

General Managers' Office,  
Colombo, May 3, 1926.

D. McMILLAN,  
Acting General Manager.

**TENDERS** are hereby invited for the supply of bricks to the Lower and Central Districts of the Railway from persons willing to contract from October 1, 1926, to September 30, 1927, to be delivered at any place within the Gravets of Colombo, as required by the Railway Department, and to be as per under-mentioned specifications, viz.:—

*Standard Bricks.*—To be the best stock bricks, 8½ in. by 4¼ in. by 2½ in.; sound, clean cut, hard, and well burned, of uniform size and shape.

The following is a *pro forma* estimate of the requirements for the financial year 1926–27:—

Standard bricks as above 3,000,000 to be delivered at the rate of 60,000 per week, if on order. /

*The Department does not in any way guarantee that the number shown as required is even an approximate estimate, and tenderers must take all risks of total quantity actually required and the quantity of orders they may receive.*

Each tender must specify the rates per 1,000, and contain an undertaking to supply bricks up to the standard of samples which must be forwarded to the Railway Storekeeper.

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

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

4. Tenders should be marked "Tender for the Supply of Bricks to the Lower and Central Districts of the Railway" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 1, 1926.

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

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

7. The amount of security required will be Rs. 2,000. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

10. Any offers received containing conditions outside the specification will be rejected without question.

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

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

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

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

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

16. 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.

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

General Manager's Office,  
Colombo, May 3, 1926.

D. McMILLAN,  
Acting General Manager.

**TENDERS** are hereby invited for the supply of country rice for the use of the Railway Extensions Department in the Eastern Province, delivered at the Kalladi Bridge, Batticaloa District, for a period of three months from June 1, 1926.

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 Rice, Railway Extensions Department, Eastern Province" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on Tuesday, May 25, 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. The sample of rice, not less than a measure, should be deposited in sealed bottle at the Office of the Chief Construction Engineer, Railway Extension Office, Colombo, not later than 12 noon on Tuesday, May 25, 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 rice adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Chief Construction Engineer, Railway Extension Office, 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.

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 shall fail to furnish approved security within ten days of receiving notice in writing from the Chief Construction Engineer, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting

contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Chief Construction Engineer, Railway Extensions, Colombo.

10. Before any tender is accepted the contractor will be required to sign a contract to make due delivery in accordance with the description and the quality of rice tendered by him and as per approved sample submitted. In order to secure the punctual performance of the contract ten per cent. of the total amount due will be retained by the Engineer as security, and within thirty days after the completion of the supply in all respects as provided for in the agreement, the retention money will be paid to the contractor.

11. 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.

12. An average of forty bushels of rice per week will be required, but no guarantee is given that this or any other quantity will be ordered each month. These requirements are subject to variations according to the strength of the labour force.

13. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person to whom the Chief Construction Engineer or his representative for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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.

15. In the case of persons who have carried out contracts with the Railway Extensions Department, and not in the division or district concerned in the notice calling for tenders, they should state in which division or district they held contracts.

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

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

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.

M. C. BOWEN,

Chief Construction Engineer,

Railway Extension Office, Railway Extensions,  
Colombo, May 4, 1926.

**S**CHEDULES of rates are hereby invited for renewing Welipana Bridge, Anguruwatota, Alutgama road.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Kalutara, any week day between the hours of 9.30 A.M. and 4.30 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, Kalutara, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Kalutara, endorsed on the outside "Schedules of Rates for renewing Welipana Bridge," so as to reach the offices of the foregoing officers on or before 12 noon on May 15, 1926. Each schedule to include alternative rates in respect of each item

necessitating the use of certain specified imported articles, viz., one rate including the value of all materials and the other omitting value of the said specified materials.

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

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

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

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

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

S. J. KIRBY,

Public Works Office, for Director of Public Works,  
Colombo, May 3, 1926.

**S**CHEDULES of rates are hereby invited for the improvements to Government Dairy, Narahenpitiya.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Buildings, Colombo, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays, 9 A.M. and 2 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedules of Rates for Improvements to Government Dairy, Narahenpitiya," so as to reach the offices of the foregoing officers on or before 12 noon on May 19, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of certain specified imported articles, viz., one rate including the value of all materials, the other omitting value of the said specified imported articles.

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

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

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

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

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

Public Works Office,  
Colombo, May 3, 1926.

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

**S**CHEDULES of rates are hereby invited for building an Overseer's Quarters at Bomeriya.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Colombo, any week day between the hours of 9.30 A.M. and 4.30 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, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Colombo, endorsed on the outside "Schedules of Rates for Overseer's Quarters at Bomeriya" so as to reach the offices of the foregoing officers on or before 12 noon on May 15, 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. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Colombo, on or before a date to be agreed upon.

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

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

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

Public Works Office, S. J. KIRBY,  
Colombo, May 3, 1926. for Director of Public Works.

**S**CHEDULES of rates are hereby invited for the construction of a Junior Clerk's Quarters at Norwood, Dikoya district.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the District Engineer, Dikoya, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province South, Nuwara Eliya, and the duplicate addressed to the District Engineer, Dikoya, endorsed on the outside "Schedule of Rates for a Junior Clerk's Quarters at Norwood, Dikoya," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, May 17, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing

alterations not so initialled will be treated as informal and rejected.

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

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

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

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

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

Public Works Office, S. J. KIRBY,  
Colombo, May 3, 1926. for Director of Public Works.

**S**CHEDULES of rates are hereby invited for additions to the Dental Institute, Colombo.

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

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

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the Office of the Construction Engineer, Public Works Department, Colombo, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the Director of Public Works, Colombo, and endorsed on the outside "Schedules of Rates for Dental Institute Colombo," so as to reach the offices of the foregoing officers, on or before 12 noon on Wednesday, May 19, 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 all imported articles, such as cement, &c., which it may be necessary to use in the execution of the works 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 Construction Engineer, Public Works Department, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

Public Works Office, S. J. KIRBY,  
Colombo, May 5, 1926. for Director of Public Works.

**SCHEDULES** of rates are hereby invited for the maintenance of the Lunatic Asylum and the Infectious Diseases Hospital, Angoda.

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

3. Specifications, schedule of prices, and form of tender can be seen, and all information obtained from the Office of the District Engineer, Buildings, 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. Schedule of rates (in the shape of a percentage "Off" or "On" the prices shown on the schedules of prices) must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, in duplicate, together with a copy of schedule of prices for which a charge of Rs. 5 will be made. The forms duly filled in, signed and dated, to be forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedule of Rates for Lunatic Asylum and Infectious Diseases Hospital, Angoda," so as to reach the foregoing officers on or before 12 noon on Thursday, May 20, 1926.

5. The schedule of prices must not be altered in any way but must be returned to the Provincial Engineer, unaltered having been duly signed and dated together with the form of tender. Any tender received by the Provincial Engineer unaccompanied by a signed copy of the schedule of prices will be 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, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

Public Works Office, S. J. KIRBY,  
Colombo, May 4, 1926. for Director of Public Works.

**TENDERS** are hereby invited for the service described in the annexed schedule.

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

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

4. Tenders should be marked "Tender for Supply of Timber in the Log, North-Western Division, 1925-26" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 25, 1926.

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

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

7. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given,

engaging to become security for the due fulfilment of the contract.

8. A rate should be quoted, written both in words and figures, per cube foot of timber in the log.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of cash security required will be 5 per cent. of the value of the contract. All other necessary information can be ascertained upon application to the office referred to section 5 above.

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

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

12. The contractor's obligations and rights under this contract shall not be assigned or otherwise transferred or sublet without the consent and authority of the Conservator of Forests previously obtained in writing. The contractor shall not be a person whose name is on the list of Crown defaulting contractors, nor shall he issue a power of attorney to any person whose name is on such list for carrying on work under the contract. Any breach of this article of agreement shall render the agreement liable to cancellation without any compensation to the contractor.

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

14. Tenderers should read and note a draft contract, which is available in the Forest Office, Kurunegala, before they obtain their forms and certify that they have inspected the areas to be exploited. They should also initial and date the list of trees enumerated.

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

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

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

16. For any further information application should be made to the Divisional Forest Officer, North-Western Division, Kurunegala.

#### GENERAL CONDITIONS.

(1) Trees are to be felled within 1 foot from the ground by saw or axe and saw combined.

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

(3) Rejections will not be paid for, and they will lapse to Government as well as refuse wood in the areas under operation. The contractor shall have no claim in respect of any material sold as rejections.

(4) All trees after felling should be logged to the longest available lengths and transported to a depôt in the same forest, which will be selected by the Divisional Forest Officer or by an officer of the department deputed for the purpose, where they will be inspected by a Forest Officer and passed for transport to the delivery depôt.

(5) The contractor will be paid a proportionate rate for timber in the log, transported to the depôt in the forest, but not removed to the delivery depôt, in cases when it shall be deemed expedient to do so by the Divisional Forest Officer.

(6) The contractor will receive full payment for all logs accepted by the Divisional Forest Officer at the delivery depôt. Only straight logs and parts of straight logs which are not less than 10 feet long will be accepted and paid for.

(7) All logs should be straight and sound throughout, free from shakes and large or loose knots. They should have both their ends neatly trimmed with saw alone.

(8) The logs supplied should be of the following specification:—

The minimum length dimension will be 10 feet. The minimum girth dimension will be 2 ft. 6 in. at the small end for logs of 12 ft. and upwards in length, and 3 ft. at the small end for logs under 12 ft. in length.

(9) The work should commence as soon as the tenders are settled and should be completed before December 31, 1926. All material extracted on the contract is required to be brought to the dépôt in the forest not later than November 15, 1926.

(10) All timber in the log shall be measured without bark and the contractor shall accept the decision of the Divisional Forest Officer as to the measurements of accepted logs.

(11) No payment or certificate shall protect or be deemed to protect the contractor in the case of overpayment.

#### Schedule.

To fell a sufficient number of enumerated halmilla trees from an area of 350 acres in the Meeyamukulana in the Puttalam Range of the North-Western Division; to convert the trees so felled into 3,000 cubic feet (more or less) of timber in the log; to transport and deliver same at the Railway Yard at Puttalam, a distance of about 14 miles.

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, May 4, 1926.

#### Karawwa Exploitation Project.

**TENDERS** are invited for the purchase of all timber and firewood standing or fallen within the boundaries of the demarcated sub-coupe described in the annexed schedule.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Conservator of Forests, Kandy.

3. Tenders should either be deposited in the tender box in the Office of the Conservator of Forests, Kandy, or be sent by registered post.

4. Tenders should be marked "Tender for the Purchase of Timber and Firewood, Kalutara Range, Western Division," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests, Kandy, not later than midday on May 24, 1926.

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

6. A deposit of Rs. 20 for each of the sub-coupe to be tendered for will be required to be made either at the Treasury or any Kacheheri, and a receipt produced for same before any form of the tender issued.

7. Tenderers should satisfy themselves by inspection before tendering as to the acreage and contents of the demarcated sub-coupe referred to in the annexed schedule, as the figures given therein are estimated only and their correctness is in no way guaranteed. The boundaries of each sub-coupe will be pointed out by the Range Forest Officer, Agalawatta.

8. The successful tenderer will be required to execute a purchase agreement in respect of each sub-coupe and all tenderers should read and initial a copy of this agreement at the Office of the Divisional Forest Officer, Western Division, Colombo, at the time of obtaining forms for tendering.

9. Before execution of the agreement, the purchaser will be required (a) to pay either the full purchase amount or, if paying by instalments, 40 per cent. thereof, (b) to deposit as security for efficient and punctual fulfilment of the agreement 5 per cent. of the full purchase amount tendered by him. If paying by instalments the balance 60 per cent. of the full purchase price shall be paid by the purchaser in two equal instalments in accordance with clauses 2 and 5 of the special conditions set out below in this notice.

10. After payment of the first instalment of the purchase price, deposit of the security, and execution of the agreement the purchaser will be entitled on application to a refund of the sum of Rs. 20 deposited by him prior to tendering.

11. Tenderers should make separate offers written both in words and figures for the timber and firewood contained in each of the sub-coupe described in the annexed schedule.

12. No tender will be considered unless the procedure laid down above has been strictly complied with. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all tenders and of accepting any tender not necessarily the highest tender.

13. The special rules for felling, conversion and removal which the agreement will require to be observed are specified in the special conditions advertised below. Nothing in these special conditions shall render the purchaser in any way exempt from liability for punishment, under the Forest Ordinance of 1907, should he or any of the workmen in his employ, be responsible for the commission of a forest offence outside the boundaries of his purchased sub-coupe of sub-coupe.

#### SPECIAL CONDITIONS.

(1) On payment of the full purchase amount the purchaser shall be entitled to fell and remove on or before March 31, 1927, in the manner specified below, all the timber and firewood contained in the purchased sub-coupe. No extension of the time limit fixed for felling, and removal will under any circumstances be granted, and all timber and firewood not removed by the date of expiry of agreement, *i.e.*, March 31, 1927, shall *ipso facto* revert to the Crown.

(2) If the purchaser desires to pay by instalments payment of a first instalment of 40 per cent. of the full purchase price of any sub-coupe shall entitle him to fell and remove all the trees in an area not exceeding one-third of the total area of each sub-coupe. Payment of 70 per cent. of the full purchase price by means of a second instalment of 30 per cent. shall entitle the purchaser to fell and remove all the trees in an area not exceeding two-thirds of the total area of such sub-coupe.

(3) The purchaser shall agree to commence felling along the full length of one boundary of each sub-coupe previously pointed out to him in respect of each sub-coupe by the Range Forest Officer, Agalawatta, and laid down on the plan of the sub-coupe annexed to agreement. He shall further agree to progress the felling in a direction parallel to the boundary along which the felling has been commenced in the manner prescribed under clause (a) below.

(a) The purchaser shall cut all material in the sub-coupe by 3 distinct operations as follows:—

#### Operation 1.

All herbaceous growth and other under-growth shall be cut out. This operation shall commence along the full boundary of each sub-coupe or part of sub-coupe and proceed in a straight line to the opposite boundary of such sub-coupe. The whole area of each sub-coupe must thus be gone over including those portions, if any, which contain no tree growth.

#### Operation 2.

All tree seedlings and saplings which are under 3 in. in diameter shall be cut out flush with the ground. This operation shall commence from and proceed to the same boundaries and in the same alignment as operation 1. Operation 1 should have been completed before operation 2 is commenced.

#### Operation 3.

All saplings and trees over 3 in. and up to 4 ft. in girth shall be felled within 6 in. of the ground. This operation shall proceed in the same direction as operation 2. Operation 2 shall have been completed before operation 3 is commenced.

(4) The purchaser shall distribute all resultant branch-wood evenly over the whole area of the sub-coupe so as to allow no bare patches liable to soil erosion. It should be further agreed that no unutilizable or unconverted material be left on the sub-coupe in such manner as to hamper planting operations. In this matter the purchaser shall be guided by the orders of the Range Forest Officer, Agalawatta, or on his orders, those of the Plantation Overseer, Karawwa.

(5) If paying by instalments, the purchaser shall pay the second instalment or in all 70 per cent. of the full purchase price, within four months, and the third and final instalment within seven months of the date of execution of the agreement.

Should the purchaser fail to pay either instalment when due it shall be within the discretion of the Divisional Forest Officer to cancel the agreement as from the date of such default, and to declare same to be null and void. Any unremoved or unfelled timber or firewood lying in the standing sub-coupe shall unconditionally revert to the Crown as from the date of such cancellation and the purchaser shall have no further claim thereto. On no account shall any postponement of the date of such payment be made.

(6) Should the purchaser fell or remove trees or firewood from any area of the sub-coupe he has not paid for, or from any sub-coupe or area of forest outside the demarcated boundaries of his sub-coupe nothing in this agreement shall exempt him from liability to punishment for illicit felling and removal under the provisions of the Forest Ordinance, No. 16 of 1907, and of the rules framed thereunder. For the purpose of special condition 6, it shall be presumed that the purchaser has previous to entering into the agreement, satisfied himself as to the position of the lines and pillars demarcating his sub-coupe, and that the purchaser has further agreed that he shall not in the event of any dispute put forward a plea of ignorance of the limits of his sub-coupe.

(7) The purchaser or his agent or any of his employees shall not damage any boundary pillars or block up the boundaries by depositing any brushwood or branches. Should the lines become blocked or the pillars thrown down due to unavoidable circumstances, such lines should be at once cleared or such pillar replaced.

(8) The purchaser shall not for the purpose of removing timber from his own sub-coupe enter into any other area of forest not paid for by him except with the permission of the Range Forest Officer, Agalawatta, and along paths permitted by him.

(9) The purchaser or his agent or any of his employees shall not prevent any other purchaser of timber and firewood in adjoining sub-coupes from entering into sub-coupe paid for by the former, either in person or by his agent, or by his employees or from bringing in any animal for purpose of effecting easy removal of timber and firewood, provided such entry is made with the permission in writing of the Range Forest Officer, Agalawatta. It shall, however, be incumbent on the person making such entry to refrain from such procedure, if in the opinion of the Divisional Forest Officer, Colombo, whose decision in the matter shall be final, a reasonably convenient substitute exists.

(10) The purchaser shall further agree to compensate the Crown for any damage to produce caused by himself his employees, his animals, his machinery or his material, in transit over any area of forest not paid for by him at rates to be assessed by the Divisional Forest Officer, Colombo.

(11) If no objection exists in the opinion of the Divisional Forest Officer, the purchaser will further be permitted to erect wire shoots for the transport of materials always provided that he pays full royalty values for the forest produce outside his own sub-coupe damaged during such erection, or in using such shoot. The permission in writing of the Divisional Forest Officer, Colombo, must be obtained before erection of any and every wire shoot.

(12) Daily removal notes must be obtained from the Overseer in charge of timber exploitation, Karawwa, in respect of all forest produce before removal of any such produce to depôts outside the area of the sub-coupe, and any removal of any forest produce without the authority of such notes will be considered an infringement of this rule and punished as provided hereunder. The Overseer will visit each coupe in turn between 7 and 9 A.M. every day for the purpose of issuing such note. All such notes must be retained to be produced before the Range Forest Officer, Agalawatta, before removal permits can be issued for removal of such produce from such depôt to any final destination. For the purpose of this clause the purchaser shall select for his purpose with the approval of the Range Forest Officer, Agalawatta, a plot of ground outside the limits of the annual coupes for a depôt. The site of such depôt shall not be changed without permission.

(13) In the depôts selected under clause 12 above, the timber and other forest produce shall be stacked separately, in order to facilitate check.

(14) The purchaser shall agree that for each and every infringement of the above conditions he shall become liable to a fine of an amount not exceeding Rs. 100, to be imposed in writing by and at the discretion of the Divisional Forest Officer, Colombo, and this fine will be recovered from the tenderer's security deposit.

(15) The purchaser shall also agree that in the event of security money having become exhausted owing to imposition of fines, it shall be within the discretion of the Divisional Forest Officer either (a) to accept a further security deposit amounting to 5 per cent. of the full purchase price or (b) to cancel the agreement and to refund to the purchaser such balance of the paid up purchase money, if any, as may remain after deducting the value of all timber and firewood removed by the purchaser on the date of such cancellation, and such amount as may be needed to carry out any of the provisions of special conditions 3, 4, and 8 which the purchaser may not, at the time of such cancellation have fulfilled. For the purpose of this clause the value of each cubic foot of timber and cubic yard of fuel removed shall be recovered at full royalty rates.

(16) The purchaser shall have the right of appeal to the Conservator of Forests in the event of the enforcement of any of the penalties specified in these conditions and the purchaser shall agree to accept the Conservator's decision as final and binding.

#### Schedule.

To purchase all timber and firewood trees standing or fallen within the demarcated boundaries of each of 12 sub-coupes of coupe 1 in the Karawwamukalana, situated in the villages of Pelenda and Molkawa in Pasdun korale east of the Kalutara District.

The total volume of timber and firewood standing in the sub-coupes is estimated as follows:—

Sub-Coupe No.	Firewood.		Timber.	
	Cubic yds.		Solid Cubic ft.	
1	616	..	6,541	
2	350	..	3,015	
3	1,233	..	11,963	
4	1,239	..	4,387	
5	780	..	8,023	
6	1,649	..	19,628	
7	692	..	7,572	
8	959	..	10,102	
9	1,081	..	14,197	
10	368	..	3,768	
11	490	..	5,613	
12	252	..	2,639	

The above is only an estimate and if found to be incorrect, purchaser will not be granted any refund or compensation. Intending purchaser should, therefore, satisfy themselves before tendering as to the contents of each sub-coupe.

Included in the above are the following timber trees varying in royalty value from 10 cents to Re. 1.50 per cubic foot:—

Sub-coupe. No.	Over 6 ft.		From 4 ft. 6 in. to 6 in.		From 3 ft. 6 in. to 4 ft. 6 in.		Total.
1	6	..	15	..	221	..	242
2	3	..	33	..	103	..	139
3	9	..	58	..	330	..	397
4	12	..	19	..	133	..	164
5	9	..	38	..	156	..	203
6	38	..	89	..	397	..	524
7	5	..	13	..	239	..	257
8	9	..	45	..	289	..	343
9	18	..	77	..	298	..	393
10	5	..	36	..	128	..	169
11	5	..	34	..	205	..	244
12	2	..	15	..	121	..	138

The timber trees are serially numbered in respect of each sub-coupe with tar, and a complete list of same can be seen on application at the Divisional Forest Office, Colombo.

Office of the Conservator of Forests, J. D. SARGENT,  
Kandy, May 3, 1926. Conservator of Forests

**S**CHEDULES of rates are hereby invited for all works in connection with new road from Mullaittivu towards Kokkilai.

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

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, Vavuniya, 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. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Vavuniya, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Vavuniya, endorsed on the outside "Schedule of Rates for New Road from Mullaittivu towards Kokkilai" so as to reach the offices of the foregoing officers on or before 12 noon on May 24, 1926.

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

6. 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, Northern Province, Jaffna, 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.

Public Works Office,  
Colombo, April 26, 1926.

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

### SALE OF UNSERVICEABLE ARTICLES, &c.

**T**HE following unserviceable articles will be sold by public auction at these stores at 2 P.M., on Friday, May 14 1926, viz. :—

Crayons	Wire gauze
Ink	Zinc sheets
Spare glasses for inkstands	Brooms, coir, dusting, and
Letter clips	ekel
G. I. sheets, flat and corrugated	Emery cloth
Expanded metal	Spittoons
Gutters	Blankets
	Scarlet drill

Khaki Wigan, Stockport, and
twill
Ticking
Turkey red
Galatea
Serge, coarse and fine
Sergeants' blue and red
Shirts

Union Jack
Mackintosh
Netting
Winnows
Strainers
Plates, cheese

Government Stores Department,  
Colombo, April 30, 1926.

JOHN GIBB,  
Colonial Storekeeper.

**T**HE under-mentioned stores will be sold by public auction at the Government Technical Schools, Colombo, on Saturday, May 15, 1926, at 10 A.M. :—

1 steam engine	1 apparatus bar testing
1 machine, shaping	1 carrier
1 plane, block iron	102 hack saw blades
2 marking gauges	3 callipers
1 reimer	1 feeder, oil
5 cans, oil	1 tape, measuring
3 squares	5 spanners
1 forge	1 plane, iron
91 files	6 chisels
40 twist drill bits	5 cold chisels
2 turn screws	1 foot rule
3 vices, parallel	2 taps
2 pliers	3 punches centre, &c.
8 keys, morse	3 compasses, charm
1 commutator	10 lampholders
1 electro magnet	1 bell indicator
3 adapters	11 switches
19 ceiling roses	3 plugs, wall, &c.
1 stand glass tubes	1 case, ticket
1 stool	1 pick
1 alavangoe	3 typewriters
1 basin	1 desk, writing
2 copy holders	2 buckets
1 lot scrap iron	2 baskets, waste paper
2 motor car bodies	2 hoods, motor car
1 lot parts motor car including bonnet, door, carriers	1 lot motor cushion and upholstery
2 radiators	1 crank shaft, old
1 lot mudguards	1 tyre, old
7 padlocks	5 sounder screens
36 tressels and boards	

#### Books.

1 Gas Engine by W. Magregor	1 Telegraphy by Herbert
1 Telephony by Poole	1 The Year Book of Wireless Telegraphy
1 Elementary Telegraphy & Telephony by Crotch	1 Applied Mechanics by Perry
1 Directory, Ferguson's	1 Electricity, Ferguson
1 Practical Chemistry by P. Muir	1 Inorganic Chemistry by I. Remsen
36 Shorthand Manual	1 Palmerston Reader IV.
1 Aesop's Fables Shorthand	1 The Phonographic Teacher
1 Manual of Phonography	1 Reporter Shorthand
1 The Phonographic Reporter	

L. MCD. ROBISON,  
Acting Director of Education.  
Education Office,  
Colombo, May 4, 1926.

**N**OTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Wednesday, May 12, 1926, at 10 A.M., at the Police Headquarters, Maradana :—

200 pairs boots, constables'	7 neckerchiefs
7 pairs boots, riding	125 overcoats
5 pairs breeches, khaki	45 tunics, khaki
3 pairs breeches, blue	70 pairs trousers, khaki
3 caps, Inspectors'	35 tunics, white
16 flannel banians	600 tunics, serge
10 pairs gaiters	600 pairs trousers
8 helmets	1 cap, infantry pattern

E. F. L. WRIGHT,  
for Inspector-General of Police.  
Police Headquarters,  
Colombo, April 29, 1926.



NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction at the Forest Office, Colombo, at 11 A.M. on Saturday, May 15, 1926:—

6 rubber stamps  
1 clock

Forest Office,  
Colombo, April 22, 1926.

E. C. FERNANDO,  
Divisional Forest Officer.

THE following unclaimed articles will be sold by public auction on Tuesday, June 1, 1926, at 12.30 P.M., at the court premises:—

Case No.	Description of Articles.
3,601/16,251	Whistle
Hospital, Chilaw	4 bangles
Do.	1 nose pin
Do.	2 bangles
Do.	2 earrings
Do.	2 rings
3,616/16,904	110 coconuts in 2 bags
3,618/16,733	Sarong cloth

Case No.	Description of Articles.
Hospital, Chilaw	2 bangles
—	2 earrings
—	2 thodus
—	1 nose pin
—	1 banian
—	1 sarong
Hospital, Marawila	2 bangles
Hospital, Chilaw	2 bangles
3,630/17,288	19 coconuts
3,631/17,587	Gunny bag
3,640/17,949	Box
3,641/17,511	Shawl

District Court,  
Chilaw, April 24, 1926.

O. L. DE KRETSER,  
District Judge.

NOTICE is hereby given that the under-mentioned articles will be sold by public auction at the District Court, Trincomalee, on Monday, May 17, 1926, at 9 A.M.:—

12 earrings, gold	1 ring, silver
1 string, silver	1 ring, brass

District Court,  
Trincomalee, April 21, 1926. Additional District Judge.

W. G. VALLIPURAM,

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended May 1, 1926.

**Births.**—The total births registered in the city of Colombo in the week were 120 (2 Europeans, 6 Burghers, 73 Sinhalese, 13 Tamils, 21 Moors, 4 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 24.3, as against 31.0 in the preceding week, 24.8 in the corresponding week of last year, and 29.9 the weekly average for last year.

**Deaths.**—The total deaths registered were 113 (1 European, 9 Burghers, 59 Sinhalese, 23 Tamils, 15 Moors, 4 Malays, and 2 Others). The death-rate per 1,000 per annum was 22.9, as against 34.0 in the previous week, 23.5 in the corresponding week of last year, and 30.3 the weekly average for last year.

**Infantile Deaths.**—Of the 113 total deaths, 24 were of infants under one year of age, as against 32 in the preceding week, 21 in the corresponding week of the previous year, and 33 the average for last year.

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

**Principal Causes of Death.**—1. (a) Thirteen deaths from *Pneumonia* were registered, 5 in Maradana hospitals, 2 each in New Bazaar and Slave Island, and 1 each in Kotahena South, Maradana East, Kollupitiya, and Wellawatta South, as against 32 in the previous week and 18 the weekly average for last year.

(b) Six deaths from *Bronchitis* were registered, 2 in Maradana North and 1 each in St. Paul's, Kotahena North, Maradana hospital, and Kollupitiya, as against 3 in the previous week and 5 the weekly average for last year.

(c) Five deaths from *Influenza* were registered, 2 in St. Paul's and 1 each in Kotahena South, New Bazaar, and Maradana South, as against 8 in the previous week and 5 the weekly average for last year.

2. Nine deaths from *Phthisis* were registered, 6 in Maradana hospitals (including 4 deaths of non-residents) and 1 each in St. Paul's, Kotahena South, and New Bazaar, as against 20 in the previous week and 14 the weekly average for last year.

3. Four deaths from *Enteric Fever* were registered, 3 in Maradana hospitals (including 2 deaths of non-residents) and 1 in Maradana East. The same number was registered in the previous week against 6 the weekly average for last year.

4. Eleven deaths were registered from *Infantile Convulsions*, 7 from *Debility*, 2 each from *Diarrhoea*, *Dysentery*, *Worms*, and *Puerperal Septicaemia*, 1 each from *Enteritis* and *Tetanus*, and 48 from *Other Causes*.

5. Fifty-eight cases of *Chickenpox*, 14 of *Measles*, and 6 of *Enteric Fever* (1 in Port) were reported during the week, as against 20, 10, and 4, respectively, of the preceding week. No case of *Plague* was reported during the week, but one was reported in the previous week.

**State of the Weather.**—The mean temperature of air was 84.0°, against 84.7° in the preceding week, and 80.8° in the corresponding week of the previous year. The mean atmospheric pressure was 29.882 in., against 29.914 in. in the preceding week, and 29.802 in. in the corresponding week of the previous year. The total rainfall in the week was 0.04 in., against 0.01 in. in the preceding week and 6.88 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, May 4, 1926.

P. D. RATNATUNGA,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE MORAGALLA ESTATES COMPANY, LIMITED.

1. The name of the Company is "The MORAGALLA ESTATES COMPANY, LIMITED."
2. The registered office of the Company is to be established at Paragoda Estate Factory, Imaduwa, Post Office.
3. The objects for which the Company is to be established are—
  - (a) To purchase the Moragalla estate and other lands and property belonging to the heirs of the late Mr. Edward de Silva Amarasuriya, as on and from January 1, 1926.
  - (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 or 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, and coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter and work, tea and rubber factories, cacao, coconut, and coffee-curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects or to contribute to or subsidize such.
  - (g) To enter into any arrangement or agreements 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 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, coconut, 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 in such manner and places and in such manner as shall be deemed expedient.
  - (k) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products, or produce for manufacture manipulation, and (or) sale.
  - (l) To buy, sell, warehouse, transport, trade, and deal, in tea rubber, coconut, 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.
  - (m) 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 mines, 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.
  - (n) To establish and carry on a dairy farm, and to buy and sell live stock, and deal in milk and dairy produce, wholesale or retail.
  - (o) 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.
  - (p) 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, improvements, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (q) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (r) 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 fit.

- (s) 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 reborrow the moneys secured thereby or any part or parts thereof.
- (t) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purpose of the Company.
- (u) To unite, co-operate, amalgamate, or enter into partnership or any agreement for sharing profits or 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 share, stock, or other interest in any such Company, and to promote the formation of any such 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 purpose 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.
- (z1) To promote and establish any other Company whatsoever, and to subscribe to and hold the shares or stock of any other Company or any part thereof.
- (z2) 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, 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 share either fully or partly paid up for such purpose.
- (z3) 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 or any kind sold or otherwise disposed of by the Company in money or shares (whether wholly or partially paid up) of any company or the mortgages, debentures, or obligations of any Company or person or partly one and partly other,
- (z4) 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.
- (z5) 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 Three hundred thousand Rupees (Rs. 300,000), divided into Twenty-four thousand (24,000) shares of Twelve Rupees and cents fifty (Rs. 12.50) 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.

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 :—

Name and Address of Subscriber.	Number of Shares taken by each Subscriber.
T. AMARASURIYA, Unawatuna, Galle .. .. .	One
D. AMARASURIYA, Galle .. .. .	One
R. AMARASURIYA, Galle .. .. .	One
REMUS AMARASURIYA, Galle .. .. .	One
RUFUS AMARASURIYA, Galle .. .. .	One
F. L. DE SILVA, Galle .. .. .	One
AMY AMARASURIYA, Galle .. .. .	One
Total Shares taken .. .. .	Seven

Witness to the above seven signatures at Galle, this Twenty-fourth day of February, 1926.

M. C. E. DE SILVA,  
Proctor, Supreme Court, Galle.

## ARTICLES OF ASSOCIATION OF THE MORAGALLA ESTATES COMPANY, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

## BUSINESS.

2. The Company may proceed to carry out the objects for which it is established, 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 Moragalla estate, and other lands and properties belonging to the heirs of the late Mr. Edward de Silva Amarasuriya, 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 Three hundred thousand Rupees (Rs. 300,000), divided into Twenty-four thousand (24,000) ordinary shares of Rupees Twelve and cents fifty (Rs. 12·50) 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 shares shall be allotted in terms of the award of Mr. M. W. H. de Silva, dated December 14, 1925, but the Directors, may from time to time issue any unissued shares and may add to such share such an amount of premium as they consider proper; provided that such unissued shares, except when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion as nearly as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company, and that without offering the shares so allotted to the shareholders.

9. 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 rights to the dividends and in the distribution of the assets of the Company, and with a special or without any right of voting.

10. 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.

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

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

13. 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 in 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.

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

15. The Company shall not be bound to recognise (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or other rights 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 40 to become a Shareholder in respect of any share.

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

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

18. If any certificate shall 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.

#### CALLS.

19. 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.

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

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

22. 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 the payment of any call or part thereof on such terms as the Directors may determine. But no Shareholder shall be entitled to such extension except as a matter of grace or favour.

23. 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 sum 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 said 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.

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

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

26. 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.

27. A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor; but save as aforesaid and save as provided by clause 33 hereof, no share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one whom it is desirable in the interest of the Company to admit to membership is willing to purchase the same at a fair value.

28. Except where transfer is made pursuant to clause 27 hereof, the person proposing to transfer any share (hereinafter calling the proposing transferor) shall give notice in writing (hereinafter called the transfer notice) to the Company that he desires to transfer the same. Such notice shall specify the sum at which he is willing to sell the same, and shall constitute the Company, his agent for the sale of the share to any member of the Company or person selected as aforesaid at the price so fixed. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each. The transfer notice shall not be revokable except with the sanction of the Directors.

29. If the Company shall be unable to find a member or person selected as aforesaid willing to purchase the shares at the price fixed by the proposing transferor, the Company may have the fair value of the share fixed by the Auditors in accordance with these articles, and may call on the proposing transferor to elect within a period of fourteen days from the date of such notice whether he will sell such share at the price so fixed, and the proposing transferor shall within such period elect by notice in writing served on the Company whether he will sell such share at the fair value fixed as aforesaid or retain such share, and if he fail to notify the Company within such period as aforesaid, he shall be deemed to have elected to retain such share.

30. If the Company shall, within a space of sixty days after being served with a transfer notice, find a member or person or persons selected as aforesaid willing to purchase the share at the price fixed by the proposing transferor, or if in the case of the fair value of the share being fixed by the Auditors as provided in the clause 29 hereof, and the proposing transferor elected to sell such share at the fair value so fixed, the Company shall within a space of sixty days after being served with such notice of election, find a member or person selected as aforesaid willing to purchase the share at such fair value, and shall give notice thereof to the proposing transferor, he shall be bound upon payment of the fixed price by him or such fair value as the case may be to transfer the share to the member selected by the Company as aforesaid (herein after called the purchasing member).

31. A certificate in writing signed by the Auditor or Auditors stating the sum which in his opinion is a fair value of any such share as aforesaid shall be final and conclusive as to the fair value of such share.

32. If the proposing transferor, after having become bound as aforesaid make default in transferring the share, the Company may receive the purchase money, and shall thereupon cause the name of the purchasing member to be entered in the register as a holder of the share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member, and after his name has been entered in the register in exercise of the aforesaid power the validity of the proceeding shall not be questioned by any person.

33. If the Company shall not within a space of sixty days after being served with the transfer notice, or within sixty days of service of the notice of election under clause 29 hereof, as the case may be, find a member or person selected as aforesaid, willing to purchase the shares and give notice in manner aforesaid, the proposing transferor shall, at any time within three calendar months thereafter be at liberty, subject to clause 35 hereof, to sell and transfer the share or shares (or those not placed by the Company) to any person, and at any price not being less than the price fixed by the proposing transferor under clause 28 hereof, or the fair value fixed under clause 29 hereof, as the case may be. If, however, the proposing transferor shall have elected to retain the share as provided by clause 29 hereof, he shall not be entitled to sell the same without first giving fresh transfer notice in accordance with the provisions of clause 28 hereof.

34. Any share of a deceased member may be transferred by his executors or administrators to any person to whom such deceased member may have specifically bequeathed the same, and any such share or any share devolving on death on the personal representative of a deceased member shall be subject to the same restrictions as regards transfer as the share was subject to in the hands of the deceased member.

35. The Company in General Meeting may make and from time to time vary rules as to the mode in which any share specified in any transfer notice given to the Company pursuant to clause 28 hereof, shall be offered to the members hereof, and as to their rights in regard to the purchase thereof, and in particular may give any member or class of members a preferential right to purchase the same.

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

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

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

#### TRANSMISSION OF SHARES.

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

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

41. If any person who shall become entitled to be registered in respect of any share under clause 40 shall not, from any cause whatever, within 12 calendar months after the event of the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within 12 calendar months after such death, be registered as a Shareholder in respect of the share of such deceased Shareholder, the Company may sell such shares in terms of these Articles and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SURRENDER AND FORFEITURE OF SHARES:

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

43. If any Shareholder fails to pay any call or instalment 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 interests that may have accrued and all the 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 call was made or instalment is payable will be liable to be forfeited. In 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 the payment of calls or instalments with interest and expenses due in respect thereof be declared forfeited by a resolution of the Board to that effect.

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

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

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

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

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

49. The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder or by all or any of such joint-holders respectively, either in respect of such shares or of other shares held by such holder or joint-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 time 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 lien.

50. Such charge or lien may be made available by a sale of all or any of these shares subject to it, provided that no such sale shall be made except under the 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 a lien exists be in England or elsewhere abroad, sixty-days' notice shall be allowed him.

51. The nett proceeds of 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 representative.

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

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

#### PREFERENCE SHARES.

54. Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividend or payment of capital, or both, or any such other special privilege or advantage or any share 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 which 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.

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

56. Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be effected 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 member personally present and entitled to vote at the meeting.

#### BORROWING POWERS.

57. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances and 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 purpose of the Company, provided that the moneys so borrowed or raised, and owing at any one time shall not without the sanction of a General Meeting exceeding Rupees Twenty thousand (Rs. 20,000).

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

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

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

61. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed with 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 MEETING.

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

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

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

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

66. Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company; upon receipt of such requisition, the Directors shall forthwith proceed to convene the Extraordinary General Meeting, to be held at such time and place as they shall determine, if they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and such time as the Shareholders convening the meeting may themselves fix.

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

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

69. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and the business of the meeting, shall be given by advertisement 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 two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convened the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

70. Every Ordinary General Meeting shall be competent, without special notice having been given of the purpose of 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 be also competent to enter upon, discuss, or transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the notice was convened.

71. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General Meetings without notice, no General Meeting, Ordinary or Extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened, except resolutions submitted under article 67.

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

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

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

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

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

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

#### VOTING AT MEETINGS.

78. At any meeting every resolution shall be decided by a show of hands, and in case there shall be an equality of votes the Chairman at such meeting shall be entitled to give the casting vote in addition to the vote to which he may be entitled as a Shareholder; and unless a poll be immediately demanded by some Shareholder, or in the case of a special resolution by five Shareholders, present and entitled to vote a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the Minute Book of the Company shall be sufficient evidence of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution. A power of demanding a poll conferred by this clause may be exercised by the proxy or attorney of any Shareholder duly appointed on that behalf.

79. If at any meeting a poll be demanded by any 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 place 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 at such meeting.

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

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

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



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

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

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

86. No person shall be entitled to hold a proxy who is not a Shareholder of the Company, but this rule shall not apply to a power of attorney.

87. The instrument appointing a proxy shall be printed on it or written, and shall be signed by the appointor (whether a Shareholder or his attorney), or if such appointor be a company or a corporation, it shall be under the common seal of such company or corporation.

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

*The Moragalla Estates Company, Limited.*

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

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

89. No objection shall be made to the validity of any vote, whether given personally or by proxy or by attorney, except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objections have been made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

91. The number of Directors shall never be less than two or more than six; but this clause shall be construed as being directory only and the continuing Directors or Director may act notwithstanding any number of vacancies. The qualification of a Director shall be his holding in his own right at least one hundred fully paid shares in the Company, and this qualification shall apply as well to the first Directors as to all future Directors.

92. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One 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 extra or special services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

93. The first Directors shall be Messrs. T. Amarasuriya, D. Amarasuriya, and G. Amarasuriya.

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.

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

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

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

ROTATION OF DIRECTORS.

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

96. The 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.

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

98. The retiring Director shall be eligible for re-election.

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

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

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

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

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

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

105. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company for 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 expense happening to the Company by the insufficiency or deficiency of title to any property acquired for on behalf of the Company, or for the insufficiency or deficiency or any security in or upon which any other 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 affects 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 shall happen through his wilful act or default.

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

#### DISQUALIFICATION OF DIRECTORS.

107. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place or profit other than Manager, Managing Director, Visiting Agent, Superintendent, Agent or Secretary of the Company, or trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify for the office.
- (e) If he resigns his office under the provisions of clause 103.
- (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 his 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, Solicitor or Broker, or being a member of a firm who are Agents or Secretaries, Solicitors or Brokers of the Company; nevertheless he shall disclose to the Directors his interest in any contract, work, or business in which he may be personally interested, and shall not vote in respect of any matter connected with such contract, work, or business.

#### POWERS OF DIRECTORS.

108. The Directors shall have power to carry into effect the acquisition of the said Moragalla estate and other lands and property belonging to the heirs of the late Mr. Edward de Silva Amarasuriya, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

109. The business of the Company shall be managed by the Directors, either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company, to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation and 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.

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

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

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

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

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

115. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale or other disposition into effect as 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 the end.

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

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

- (1) Of all appointments 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 all resolutions and proceedings of all meetings of the Directors.
- (7) Of all resolutions and proceedings of all meetings of committee appointed by the Board.

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

#### ACCOUNTS.

127. The Agent or Secretary or the Agents or Secretaries for the time being, or if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of sums of money 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 the books of the Company or if 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 Directors shall lay before the Company a statement of 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 expenses of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several years as been incurred in any one year, the whole account of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

131. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies Ordinance, 1861," or as near thereto as circumstances admit.

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

133. A copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

134. The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

#### AUDIT.

135. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during the continuance in office, be eligible as an Auditor.

136. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. He or they shall hold office till the first General Meeting of the Company. All subsequent appointments shall, except as 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 shall not be 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 day time have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

145. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonuses which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques, or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company, or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such

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

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

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

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

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

150. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

151. Every dividend or bonus payable in respect of any share held by several persons jointly, other than a firm may be paid to and an effectual receipt given by any one of such persons.

#### NOTICES.

152. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or persons appointed by the Board to authenticate the same.

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

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

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

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

157. Any Shareholder who fails to give and register an address in Ceylon as provided in Article number 153 shall not be entitled to be given any notices.

#### PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

158. 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.

159. 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, 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 purchasing the 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 purposes of an Arbitration as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforementioned Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

T. AMARASURIYA.

D. AMARASURIYA.

R. AMARASURIYA.

REMUS AMARASURIYA.

RUFUS AMARASURIYA.

F. L. de SILVA.

AMY AMARASURIYA.

Witness to the above seven signatures at Galle, this Twenty-fourth day of February, 1926:

[Second Publication.]

M. C. E. DE SILVA,  
Proctor, Supreme Court, Galle.

**MEMORANDUM OF ASSOCIATION OF THE CEYLON BRUSH MANUFACTURING COMPANY, LIMITED.***Publication*

1. THE name of the Company is "THE CEYLON BRUSH MANUFACTURING COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
  - (a) To carry on the business of manufacturers and dealers in brushes, wood, fibre, wire, rubber, and all or any materials and things used for or in connection with the manufacture of brushes by patent or other process, and all or any articles and things from time to time usually made or sold as associated with or auxiliary to the business of such manufacturers and dealers as aforesaid, or for which the machinery, plant, and staff of the Company as such manufacturers and dealers as aforesaid may be conveniently used.
  - (b) To carry on the business of manufacturers and dealers in wood work, metal work, and cabinet making or any other matter, articles, or things similar or analogous to the foregoing or any of them connected therewith.
  - (c) To erect, construct, establish, and maintain houses, warehouses, offices, shops, stores, for stocking and storing and warehousing, or as places for the sale and disposal of different articles of produce of the Company, or any such produce, articles, or merchandise, as the Company may deal in.
  - (d) To acquire and deal with the property following :—
    - (1) The business property and liabilities of any company, firm, or person carrying on any business within the objects of this Company.
    - (2) Lands, buildings, easements, and other interests in real estate.
    - (3) Plant, machinery, personal estate, and effects.
    - (4) Patents, patent rights or inventions, copyrights, designs, trade marks, or secret processes.
    - (5) Shares or stock or securities in or of any company or undertaking the acquisition of which may promote or advance the interests of this Company.
  - (e) To perform or do all or any of the following operations, acts, or things.
    - (1) To pay all the costs charges and expenses of the promotion and establishment of the Company.
    - (2) To sell, let, dispose of, or grant rights over all or any property of the Company.
    - (3) To erect buildings, plant, and machinery for the purposes of the Company.
    - (4) To make experiments in connection with any business of the Company and to protect any inventions of the Company by letters patent or otherwise.
    - (5) To grant licences to use patents, copyrights, designs, or secret processes of the Company.
    - (6) To manufacture plant, machinery, tools, goods, and things for any of the purposes of the business of the Company.
    - (7) To draw, accept, and negotiate bills of exchange, promissory notes, and other negotiable instruments.
    - (8) To underwrite the shares, stock, or securities of any other Company and to pay underwriting commissions and brokerage on any shares, stock, or securities issued by this Company.
    - (9) To borrow money or to receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable) mortgage, or other security charged on the undertaking or all or any of the assets of the Company, including uncalled capital.
    - (10) To lend money, or with or without security, and to invest money of the Company in such manner (other than in the shares of this Company) as the Directors think fit.
    - (11) To enter into arrangements for joint working in business or for sharing profits, or for amalgamation with any other company, firm, or person carrying on business within the objects of this Company.
    - (12) To promote companies.
    - (13) To sell the undertaking and all or any of the property of the Company for cash, or for stock, shares, or securities of any other company, or for other consideration.
    - (14) To pay for any lands and real or personal, immovable and movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
    - (15) To provide for the welfare of persons employed or formerly employed by the Company, or any predecessors in business of the Company, and the wives, widows, and families of such persons by grants of money or other aid or otherwise as the Company shall think fit.
    - (16) To subscribe to, or otherwise aid, benevolent, charitable, national, or other institutions, or objects of a public character, or which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
    - (17) To distribute in specie assets of the Company properly distributable amongst its members.
  - (f) To do all or any of the things hereinbefore authorized either alone, or in conjunction with, or as factors, trustees, or agents for others, or by or through factors, trustees, or agents.
  - (g) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Shareholders is limited.
5. The share capital of the Company is Rs. 200,000 divided into 2,000 shares of Rs. 100 each, with power for the Company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority, or special privilege, or subject to any postponement of rights, or to any conditions or restrictions, and so that unless the conditions of issue shall otherwise expressly declare every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
HENRY L. DE MEL, Colombo .. .. .	One
CECIL F. HUTCHINSON, Colombo .. .. .	One
R. F. S. DE MEL, Colombo .. .. .	One
ERNEST A. E. DE SILVA, Colombo .. .. .	One
S. F. H. PERERA, Colombo .. .. .	One
A. L. JAYEWICKREMA, Colombo .. .. .	One
FREDRICK SALGADO, Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Witness to all the above signatures, this Tenth day of March, 1926 :

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

#### ARTICLES OF ASSOCIATION OF THE CEYLON BRUSH MANUFACTURING COMPANY, LIMITED.

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

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

#### INTERPRETATION CLAUSE.

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

The word "Company" means "The Ceylon Brush Manufacturing Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

#### BUSINESS.

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

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

#### CAPITAL.

4. The nominal capital of the Company is Two hundred thousand rupees divided into 2,000 shares of Hundred rupees (Rs. 100) 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 Shareholders is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any lands, property, rights, or privileges acquired by the Company in payment of the whole or any part of the purchase price of any such property, rights, or privileges, or as remuneration for work done for, or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any



time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight per centum per annum.

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

43. The Directors may in their discretion remit or annual the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption

money for the deficit, as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

45. Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days, notice shall be allowed him.

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

47. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

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

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

64. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever, convened specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette* or in such other manner (if any) as may be prescribed by the Company in General Meeting. Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently upon the resolution being passed by the requisite majority at the first meeting.

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

74. If at any meeting, a poll be demanded by some Shareholder present his proxy or attorney or in the case of a special resolution by five Shareholders, their proxies or attorneys at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall to be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote, in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

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

81. No person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not apply to a power of attorney.

82. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor (whether a Shareholder or his attorney) or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

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

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

*The Ceylon Brush Manufacturing Company, Limited.*

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

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

84. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such votes shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

87. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding One thousand rupees (Rs. 1,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

88. The first Directors shall be Mr. H. L. de Mel of Colombo, Mr. S. H. F. Perera of Galle, and Mr. C. F. Hutchinson of Avissawella, who will join the Board after allotment. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

100. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his 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.

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

#### DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Manager, Visiting Agent, Superintendent, Agent or Secretary of the Company, or Trustee for Debenture Holders.
- (b) If he become 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 cease to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 98.
- (f) If he cease 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.

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

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 122 for such a period and on such terms, as they shall determine; and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the purchase, or acquisition of the said business and otherwise, in or about the working and business of the Company.

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

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

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

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

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

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

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

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

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

#### AGENTS AND SECRETARIES.

122. The firm of Messrs. H. L. De Mel & Company shall be the first Agents and Secretaries of the Company

#### ACCOUNTS.

123. The Agent or Secretary or the Agents or Secretaries, for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors, shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company; and of the matters in respect of which such

sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company, as the Directors think fit.

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

125. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet containing a summary of the property and liabilities of the Company, made up to the end of the same period.

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

127. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies' Ordinance, 1861," or as near thereto as circumstances admit.

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

129. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

130. The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet ascertained, by one or more Auditor or Auditors.

#### AUDIT.

131. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during the continuance in office, be eligible as an Auditor.

132. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. He or they shall hold office till the first General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the first Ordinary General Meeting after his or their appointment or until otherwise ordered by a General Meeting.

133. The remuneration of the Auditors other than the first shall be fixed by the Company in General Meeting, and this remuneration may from time to time be varied by a General Meeting.

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

135. If any vacancy that may occur in the office of Auditor, is not supplied at the Ordinary General Meeting, or if any casual vacancy shall occur, in the office of Auditor, the Directors shall fill up the vacancy by the appointment of a person or persons who shall hold office until the next Ordinary General Meeting, after his or their appointment.

136. Every Auditor shall be supplied with a copy of the balance sheet intended to be laid before the next Ordinary General Meeting, after his appointment, and it shall be his duty to examine the same with the accounts and vouchers relating thereto and to report thereon to the meeting, generally, or specially, as he may think fit.

137. The Auditor or Auditors for the time being shall have a list delivered to him or them of all books kept by the Company, and he or they shall at all reasonable hours in the day time have access to all accounts, books, and documents whatever of the Company for the purpose of audit.

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

145. 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.

146. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

147. Every dividend or bonus payable in respect of any share held by several persons jointly, other than a firm, may be paid to, and an effectual receipt given by, any one of such persons.

## NOTICES.

148. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or persons appointed by the Board to authenticate the same.

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

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

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

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

153. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149, shall not be entitled to be given any notices.

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

## EVIDENCE.

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

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

156. If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient, any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference, in the purchasing Company but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192, of the aforesaid Companies (Consolidation) Act, and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

HENRY L. DE MEL, Colombo

CECIL F. HUTCHINSON, Colombo

R. F. S. DE MEL, Colombo

ERNEST A. E. DE SILVA, Colombo

S. F. H. PERERA, Colombo

A. L. JAYEWICKREMA, Colombo

FREDERICK SALGADO, Colombo

Witness to all the above signatures this Tenth day of March, 1926:

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



## MEMORANDUM OF ASSOCIATION OF THE ALPITAKANDE TEA AND RUBBER COMPANY, LIMITED.

1. THE name of the Company is "THE ALPITAKANDE TEA AND RUBBER COMPANY, LIMITED.
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase Alpitakande estate, situate in the Kandy District, Ceylon.
  - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or 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, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
  - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental or conducive to the attainment of the objects 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 Three hundred thousand (Rs. 300,000) divided into Thirty thousand (30,000) 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.
C. S. BURNS, Colombo .. .. .	One
J. M. PITFENDRIGH, Colombo .. .. .	One
R. J. GREWAR, Colombo .. .. .	One
J. C. ROBINSON, Colombo .. .. .	One
J. W. OLDFIELD, Colombo .. .. .	One
A. R. NELSON, Colombo .. .. .	One
J. O'CONNELL, Colombo .. .. .	One
Total Shares taken .. .. .	<u>Seven</u>

Witness to all the above signatures at Colombo, this Fourteenth day of April, 1926:

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

## ARTICLES OF ASSOCIATION OF THE° ALPITAKANDE TEA AND RUBBER COMPANY, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

## BUSINESS.

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

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

## CAPITAL.

4. The nominal capital of the Company is Three hundred thousand Rupees (Rs. 300,000) divided into 30,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

## SHARES.

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

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

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

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

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

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

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

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

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

16. In 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.

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

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

#### TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder not being one of several joint holders shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further 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 40 hereof, shall be redeemable after sale or disposal.

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

45. Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him

or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

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

47. A certificate in writing under the hands of one of the Directors and of the Secretary that the power of sale given by clause 45 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right 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.

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

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

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Thirty thousand (Rs. 30,000).

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

64. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given by advertisement in the *Ceylon Government Gazette*, or by notice sent by post or in such other manner (if any) as may be prescribed by the

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

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

66. With the 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.

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

74. If at any meeting a poll be demanded by some Shareholder present, his proxy or attorney, or in the case of a special resolution by five Shareholders, their proxies or attorneys at the meeting and entitled to vote, the meeting shall, if necessary, be adjourned, and the poll shall be taken at such time and place and in such manner as the Chairman shall direct, and in such case every Shareholder shall have the number of votes to which he may be entitled as hereinafter provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

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

81. No person shall be entitled to hold a proxy who is not a Shareholder in the Company, but this rule shall not apply to a power of attorney.

82. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor (whether a Shareholder or his attorney) or if such appointor be a company or corporation, it shall be under the common seal of such company or corporation.

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

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

*The Alpitakande Tea and Rubber Company, Limited.*

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

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

84. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney) except at the meeting or poll at which such votes shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

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

88. The first Directors shall be Messrs. J. W. Oldfield, A. W. Warburton-Gray and C. S. C. S. Burns of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

95. The Directors shall have power at any time, and from time to time, to appoint any other qualified person as a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of directors shall not at any time exceed the maximum number fixed. But any Director so appointed shall hold office only until the next following Ordinary General Meeting of the Company, and shall then be eligible for re-election.

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

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

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

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

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

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



## DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 98.
- (f) If he cease to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

## POWERS OF DIRECTORS.

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

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 122 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.

- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or 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.

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

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

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

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

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

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

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

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

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

- (1) Of all appointments 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.

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

## AGENTS AND SECRETARIES.

122. The firm of Lee Hedges & Company, Limited, shall be the first Agents and Secretaries of the Company.

## ACCOUNTS.

123. The Agent or Secretary or the Agents or Secretaries, for the time being, or, if there be no Agent or Secretary, or Agents or Secretaries, the Directors, shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company, as the Directors think fit.

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

125. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet, containing a summary of the property and liabilities of the Company, made up to the end of the same period.

126. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting.

127. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies Ordinance, 1861," or as near thereto as circumstances admit.

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

129. A copy of such balance sheet, shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

130. The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet ascertained, by one or more Auditor or Auditors.

#### AUDIT.

131. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during the continuance in office, be eligible as an Auditor.

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

133. The remuneration of the Auditors other than the first shall be fixed by the Company in General Meeting, and this remuneration may from time to time be varied by a General Meeting.

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

135. If any vacancy that may occur in the office of Auditor, is not supplied at the Ordinary General Meeting, or if any casual vacancy shall occur in the office of Auditor, the Directors shall fill up the vacancy by the appointment of a person or persons who shall hold office until the next Ordinary General Meeting after his or their appointment.

136. Every Auditor shall be supplied with a copy of the balance sheet intended to be laid before the next Ordinary General Meeting, after his appointment, and it shall be his duty to examine the same with the accounts and vouchers relating thereto and to report thereon to the meeting, generally, or specially, as he may think fit.

137. The Auditor or Auditors for the time being shall have a list delivered to him or them of all books kept by the Company, and he or they shall at all reasonable hours in the daytime have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

#### DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

140. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select, or place the same 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.

141. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonuses which may subsequently be declared by the Directors, wholly or in part, by means of drafts or cheques on London, or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company or of any other Company, or in any other form of specie, or in 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.

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

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

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

145. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

146. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

147. Every dividend or bonus payable in respect of any share held by several persons jointly, other than a firm may be paid to, and an effectual receipt given by, any one of such persons.

## NOTICES.

148. Notices from the Company may be authenticated by the signature (printed or written) of the agent or secretary, agents or secretaries, or persons appointed by the Board to authenticate the same.

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

150. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any 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.

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

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

153. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 149, shall not be entitled to be given any notices.

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

## EVIDENCE.

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

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

156. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators, may with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, as the liquidator or liquidators, with the like sanction shall think fit, and if thought expedient, any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing Company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitration as in sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192 save as herein excepted shall be deemed to be part and parcel of these present Articles.

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

C. S. BURNS, Colombo.

J. M. PITTENDRIGH, Colombo.

R. J. GREWAL, Colombo.

J. C. ROBINSON, Colombo.

J. W. OLDFIELD, Colombo.

A. R. NELSON, Colombo.

J. O' CONNELL, Colombo.

Witness to all the above signatures at Colombo, this Fourteenth day of April, 1926 :

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

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

NOTICE is hereby given that the Seventh Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Tuesday, May 18, 1926, at 10 A.M.

*Business.*

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

The Transfer Books of the Company will be closed from May 11 to 18, 1926, both days inclusive.

By order of the Directors,

BOIS BROTHERS & CO., LTD.,  
Agents and Secretaries.

Colombo, May 7, 1926.

**The Lapan Utan Rubber Company, Limited.**

NOTICE is hereby given that the Transfer Books of this Company will be closed from May 17, 1926, to May 19, 1926, both days inclusive.

By order of the Directors,

BOUSTEAD BROS.,  
Agents and Secretaries.

Colombo, May 4, 1926.

**The Ceylon Safety Matches Manufacturing Company, Limited.**

NOTICE is hereby given that the Eighth Ordinary General Meeting of the above Company, which was fixed for May 9, 1926, has been postponed *sine die*.

By order of the Board,

H. DON CAROLIS & SONS,  
Agents and Secretaries.

Colombo, April 30, 1926.

**The Kulla Kamby (Nilgiris) Tea Estates, Limited.  
(In Liquidation.)**

NOTICE is hereby given that at the Final General Meeting of Shareholders of the above-named Company, duly convened and held at the offices of Messrs. F. J. & G. de Saram, Prince street, Colombo, on Saturday, May 1, 1926, at 12.30 P.M., the following resolutions were unanimously passed:

1. That the accounts submitted to the meeting and showing the manner in which the winding up has been concluded, and the property of the Company disposed of be received and adopted.
2. That the affairs of the Company have been fairly wound up.

R. N. WATKINS,  
Liquidator.

Colombo, May 3, 1926.

**The Galkandewatte Tea Company, Limited.**

NOTICE is hereby given that the Fourth Annual Ordinary General Meeting of the Shareholders of this Company will be held on Saturday, May 15, 1926, at 11 A.M., at the registered office of the Company, 6, Prince street, Fort, Colombo.

*Business.*

1. To receive the report of the Directors and statement of accounts to March 31, 1925.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor for the current year.
5. To transact such other business as may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from April 30 to May 18, 1926, both days inclusive.

By order of the Directors,

J. M. ROBERTSON & Co.,  
Agents and Secretaries.

Colombo, May 4, 1926.

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

NOTICE is hereby given that an Extraordinary General Meeting of the Eila Tea Company of Ceylon, Limited, will be held at 6, Prince street, Fort, Colombo, on Saturday, May 22, 1926, at 12 noon, when the resolution which was passed at the Extraordinary General Meeting of the Company held on May 1, 1926, will be submitted for confirmation as a special resolution:—

*Resolution.*

That Articles 75 and 76 of the Company's Articles of Association be deleted and the following Article be substituted in lieu thereof as No. 75.

"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."

By order of the Board,

J. M. ROBERTSON & Co.,  
Agents and Secretaries.

Colombo, May 5, 1926.

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

NOTICE is hereby given that the First Annual General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Tuesday, May 18, 1926, at 3 P.M.

*Business.*

1. To receive the report of the Directors and accounts for the year ended March 31, 1926.
2. To elect four Directors.
3. To appoint Auditors for 1926-27.
4. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from May 5 to 18, 1926, both days inclusive.

By order of the Directors,

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

Colombo, May 5, 1926.

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

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Tuesday, May 18, 1926, at noon, when the following resolutions which were passed at the Extraordinary General Meeting of the Company held on April 30, 1926, will be submitted for confirmation as special resolutions:—

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 re-numbered so that the shares representing those numbered 1 to 870 be re-numbered 871 to 9,570.
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 sales 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.

By order of the Board,

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

Colombo, May 5, 1926.

17 *Rs 2/50* **The Arctic Roofing Company (Ceylon), Limited.**

NOTICE is hereby given that the First and Statutory Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, The New Imperial Bank buildings, Fort, Colombo, on Wednesday, May 26, 1926, at 11 A.M.

**Business.**

1. To receive the report of the Directors and the accounts for the period ended April 30, 1926.
  2. To elect Directors.
  3. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from May 20 to 26, 1926, inclusive.)

By order of the Directors,

ALFORD, BUCKLE &amp; Co.,

Colombo, May 5, 1926.

Agents and Secretaries.

18 *Rs 5* **The Danzil Estates Company, Limited.**

NOTICE is hereby given that the Second Annual Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office, 19, Queen street, Fort, Colombo, on Monday, May 17, 1926, at 11 A.M.

**Business.**

1. To receive the report of the Directors and accounts for the 12 months ended December 31, 1925.
  2. To elect a Director?
  3. To appoint Auditors for the current year, and to transact any other business that may be duly brought before the Meeting.
- The Transfer Books of the Company will be closed from May 10 to 17, 1926, both days inclusive.

By order of the Directors,

HENDERSON & Co.,  
Agents and Secretaries.

Colombo, May 5, 1926.

24 *Rs 8* **Auction Sale.**

In the District Court of Colombo.

John N. Agapion of Colombo ..... Plaintiff  
No. 17,383. Vs.

- (1) Mrs. Maria Weerasinghe, widow, (2) Anselm Weerasinghe, (3) Aloysius Weerasinghe, (4) Francis Weerasinghe, all of 76, Jambettah street, Colombo ..... Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Tuesday, June 1, 1926, at 5 P.M., at the spot:—

All that defined portion of the land with the buildings standing thereon bearing assessment Nos. 9A and 12, situated at Armour street, within the Municipal limits of Colombo, Western Province; containing in extent 7 28/100 square perches according to the plan dated June 16, 1924, made by J. de A. Dissanayake, Registered Land Surveyor.

For inspection of title deeds and other particulars please apply to Messrs. De Vos & De Saram, Proctors and Notaries, Colombo.

J. G. VANDERSMAGT  
of A. Y. DANIEL & SON.4, Baillie street, Fort,  
Phone: 289.

Telegrams: "Lions," Colombo.

21 *Rs 5* **Auction Sale under Mortgage Decree, D. C., Colombo**  
No. 15,029.

UNDER and by virtue of the commission issued by the District Court of Colombo in the above case for the recovery of the amount therein stated, I shall sell the following land by public auction, on Tuesday, June 1, 1926, at 5 P.M., at the spot:—

All that undivided part or share with the soil, trees, plantations belonging thereto of a portion of the land called Husmanakotuwelanda, situated at Meegoda, in the Meda pattu of Hewagam korale, in the District of Colombo,

Western Province, and bounded on the north by the land of Simon Perera, east by the drain and high road, south by the portion of this land of Don Davith Jayawardena, west by a portion of this land; containing in extent about 1 acre.

Further particulars from C. A. B. Wanigasooriya, Esq., Proctor, Supreme Court. Hulftsdorp.

34, Baillie street,  
Phone: 576.L. A. WICKREMESINGHE,  
of WICKREMESINGHE & WELSH,  
Auctioneers.

19 *Rs 3* **Auction Sale.**

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 Monday, May 31, 1926, at 12 noon.

1. The life interest to an undivided  $\frac{1}{2}$  share of Karambo-gam estate, situated at Karambo-gam, in the District of Temmerachi and Pothapallai in Jaffna, in extent 407 acres and 24 perches; and 2. The life interest to 2 lots marked C and 21 in extent 100 acres 3 roods and 18 acres of Santhiakelly estate, situated at Santhiakelly, Nawundankulam and Rangalawali, in the District of Puttalam, North-Western Province.

Further particulars from the undersigned, or from Messrs. Van Cuylenberg & De Witt, Proctors and Notaries, Colombo.

D. JAMES & Co.,  
Auctioneers.

23 *Rs 1* **Auction Sale under Mortgage Decree issued in Case**  
No. 18,017 of the District Court of Colombo.

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Friday, May 28, 1926, commencing at 4 P.M. at my office, 112, Hulftsdorp street, Colombo, the following properties situated at Maradana, in Colombo and at Akmeemana in the District of Galle and Galupiadra, within the Municipality of Galle, to wit:—

- (1) All that block of land with the buildings standing thereon bearing assessment No. 123, situated at First Division, Maradana, in Colombo; and containing in extent 4 34/100 square perches.
- (2) All that undivided  $\frac{1}{2}$  of  $\frac{2}{3}$  part or undivided  $\frac{1}{3}$  part of a lot of the field Panwilakumbura, situated at Panwila in Akmeemana, in the District of Galle, Southern Province; and containing in extent 8 acres 2 roods and 9 12/100 perches.
- (3) All that undivided  $\frac{2}{3}$  parts or shares of a lot of the field called Panwilakumbura, situated at Panwila aforesaid; and containing in extent 8 acres 2 roods and 9 12/100 perches.
- (4) All that undivided  $\frac{1}{2}$  part or share of all that lot marked No. 4 of the garden called "De Hope" alias Banwatta with the buildings and plantations thereon bearing assessment No. 400, situated at Galupiadra, within the Municipality and District of Galle, Southern Province; and containing in extent 17 26/100 perches.

AYRES KARUNARATNE,  
122, Hulftsdorp, Colombo, Commissioner and Auctioneer.

12 *Rs 5* **Auction Sale under Mortgage Decree.**

Valuable Property at Old Moor Street, Colombo.

UNDER and by virtue of the commission issued to me in case No. 19,517, D.C. Colombo, I shall sell by public auction at the spot on Friday, May 28, 1926, at 5 P.M.:—

All that houses and ground bearing assessment Nos. 38 and 39, Old Moor street, Colombo, containing in extent 7.02 perches.

For further particulars apply to Clifford H. Pierze, Esq., Proctor and Notary, Colombo, or—

119, Hulftsdorp,  
Phone: 1,039.FRANCIS F. KRISHNAPILLAI,  
Auctioneer & Broker

**Auction Sale under Primary Mortgage Decree entered of Record in C. R., Colombo, No. 27,408.**

*A Property at Meetotamulla.*

UNDER and by virtue of a commission issued to me in the above case, I shall sell by public auction on Saturday, June 5, 1926, at 4.30 P.M., at the spot:—

An undivided 1/10 of the 3 contiguous allotments of land called Haliawatta, Kahatagahawatta, and Kahatagahawatta, situated at Meetotamulla in Ambatalenpahala and more fully described below, together with the entirety of the two trallis worked houses and boutiques standing thereon facing the Meetotamulla road, and bearing Sanitary Board assessment No. 26.

1. An undivided 1/10 of all that land called Haliawatta, situated at Meetotamulla in Ambatalenpahala, Alutkuru Korale, in the District of Colombo, Western Province; containing in extent 1 acre 1 rood 25 perches.

2. An undivided 1/10 of that land called Kahatagahawatta, situated at Meetotamulla aforesaid; containing in extent 1 rood and 20 perches.

3. An undivided 1/10 of all that portion of land called Kahatagahawatta, situated at Meetotamulla aforesaid; containing in extent 1 rood and 2 1/2 perches, which said 3 allotments of land now form one property, and from their situation as respects each other can be included in one survey.

For further particulars from R. A. Dissanayake, Esq., Proctor and Notary, Colombo, or to me—

Hulftsdorp, Colombo.

A. V. PERERA,  
Auctioneer and Broker.

**Auction Sale under Primary Mortgage Decree entered in case No. 16,697 D. C., Colombo.**

*A Valuable Property at Maha Butgomuwa.*

BY virtue of a commission issued to me in the above case, I shall sell by public auction on Saturday, May 29, 1926, at 4 P.M., at the spot:—

All that allotment of land called Moragodagekumbura (field and highland) with the buildings, trees, and plantations thereon, situated at Maha Butgomuwa, in Ambatalenpahala, Alutkuru korale south in the District of Colombo, Western Province; in extent 1 acre 3 roods and 27 1/2 perches, excluding therefrom the high road passing through the land.

For further particulars from R. A. Dissanayake, Esq., Proctor and Notary, Colombo, or to me—

Hulftsdorp, Colombo.

A. V. PERERA,  
Auctioneer and Broker.

**Auction Sale under Mortgage Decree in D. C., Colombo, Case No. 15,594.**

*Valuable Rubber Property in the Kalutara District.*

UNDER and by virtue of the commission issued to me in the above, I shall put up for sale by public auction, at the spot at 5 P.M., on Friday, May 28, 1926.

(1) All that allotment of land called Alubogahalanda together with all the buildings, trees, and plantations, and everything thereon, situated at Weyangalla, in Gangaboda pattu in Pasdup korale in the District of Kalutara, Western Province; in extent 3 acres 3 roods 13 perches.

(2) All that allotment of land called Panwilahena together with all the trees, plantations, and everything thereon, situated at Weyangalla aforesaid; in extent 1 acre 2 roods 38 perches.

(3) All that allotment of land called Hiripatellekandawatta, situated at Mahagama in Gangaboda pattu aforesaid; in extent 3 acres 1 rood 31 perches.

(4) All that allotment of land called Pitawagureowita together with all the buildings, trees, and plantations, and everything thereon, situated at Weyangalla aforesaid; in extent about 2 1/2 acres.

Further particulars from T. Canaga Rayar, Esq., Proctor, Hulftsdorp.

Phone: 1,681.

R. C. MC. HEYZER,  
Auctioneer and Broker.

**43 Ro 10/ Auction Sale under Mortgage Decree.**  
*Properties at Urulemulla in Udukaha Korale South of Dambadeni Hatpattuwa, in the District of Kurumegala.*

UNDER and by virtue of the commission issued to me in action No. 19,344, D. C., Colombo, I shall offer for sale by public auction, on Friday, May 28, 1926, at the respective spots, the following properties, to wit:—

At 2 P.M.

1. All that undivided 1/2 part or share from and out of all that allotment of land called Buhgaramulahena, situated at Urulemulla aforesaid; containing in extent 6 lahas of kurakkan sowing extent excluding therefrom a portion in extent 1 acre.

At 2.30 P.M.

2. All that undivided 1/2 part or share from and out of all that allotment of land called Kandaudahena, situated at Urulemulla aforesaid; containing in extent 1 acre and 33 square perches according to plan No. 313,778 dated June 24, 1915, authenticated by the Surveyor-General, which said premises are also described as all that allotment of land called Kandehena, situated at Urulemulla aforesaid; containing 4 kurunies of kurakkan sowing extent.

At 3 P.M.

3. All that undivided 1/2 part or share from and out of all that allotment of land called Ihaladewapotawatta, situated at Urulemulla aforesaid; containing in extent 4 acres 2 roods and 8 square perches according to plan thereof bearing No. 321,771, dated October 28, 1916, authenticated by the Surveyor-General, which said premises are also described as all that undivided 5/16 parts or shares from and out of all that eastern allotment of land called Wekadapitiyahena, situated at Urulemulla aforesaid; containing 3 kurunies of kurakkan sowing extent.

At 3.30 P.M.

4. All that undivided 1/2 parts or shares from and out of all that allotment of land called Viridigahamulahena, situated at Urulemulla aforesaid; containing 6 lahas of kurakkan sowing extent.

For further particulars and inspection of the deeds apply to me—

1, Hulftsdorp,  
Colombo, May 5, 1926.

W. D. E. ABRAHAM,  
Auctioneer and Broker.

**32 Ro 8/ Auction Sale under Partition Ordinance.**

*A Valuable Property at Katukurunda.*

UNDER decree in partition case No. 10,787 of the District Court of Kalutara and by virtue of the commission issued to me thereon, I shall sell on Saturday, May 29, 1926, commencing at 1 P.M., at the spot:—

(1) All that allotment of land marked lot "A" of the land called Mudillagahawatta together with all the buildings and plantations thereon situated at Katukurunda; containing in extent 10 perches.

(2) All those contiguous allotments of lands marked C, B, and E of the land called Mudillagahawatta together with all the buildings and plantations thereon, situated at ditto; containing in extent 36 perches.

(3) All that allotment of land marked lot F of the land called Mudillagahawatta together with all the buildings and plantations thereon, situated at ditto; containing in extent 6 perches.

(4) All that allotment of land marked lot D of the land called Mudillagahawatta together with all the buildings and plantations thereon, situated at ditto; containing in extent 34 perches.

The sale will take place first among the co-owners commencing from the upset price at which each of the said lots has been valued, and if not purchased by any one of them, the said premises will immediately thereafter be put up for sale among the general public, in terms of Ordinance No. 10 of 1863.

Further particulars from D. E. de Almeida, Esq., Proctor, Supreme Court, and Notary Public, Kalutara; or from me—

Kalutara North,  
April 22, 1926.

H. G. DE SILVA,  
Licensed Auctioneer.

## 26 Ro 8/ Auction Sale under Partition Decree.

In the District Court of Negombo.

Munna Mohammodu Abdul Cader of Palagature.. Plaintiff.

No. 637.

Vs.

(1) Colanda Marikkar Seenathu Munna, (2) Ismail -  
Lebbe Mohamad Thamby, both of Palagature..... Defendants.

27669

UNDER decree of the above case and by virtue of the commission received, I shall sell the under-mentioned property by auction, at the spot, at 2.30 P.M., on Saturday, June 19, 1926.

All that land called Meegahawatta, situated at Palagature in Dunagaha pattu of the Alutkuru korale, in the District of Negombo, Western Province; bounded on the north by the land of W. Maria Fernando, east by the land of W. Maria Fernando and others, and south and west by the land of W. Maria Fernando and others; containing in extent 36 perches as depicted in survey plan No. 3,622, dated March 1, 1926, made by J. C. Fernando, Surveyor:—

The above land will first be sold among the co-owners thereof at the appraised value and if not purchased by any one of them, will immediately thereafter be sold among the public to the highest bidder.

Further particulars from—

K. H. PERERA,  
Auctioneer.

Negombo, April 26, 1926.

## 9 Ro 5/- Auction Sale.

58 Ro 14/-

ACTING under the order of court in case No. 21,328, D. C., Galle, I shall resell by public auction, at the risk of the original purchasers, on May 29, 1926, at 3 P.M., at the spot, the following property:—

An undivided 1/2 part of the land Molligodawatta, situate at Molligoda, within the Four Gravets of Galle.

CHAS. M. GOONASEKERA,  
Auctioneer.

Galle, May 4, 1926.

## 22 Ro 8/ Auction Sale.

Land at Jaffna Town.

UNDER and by virtue of the decree entered in case No. 19,498, D. C., Jaffna, in favour of the plaintiff R. M. A. P. A. B. M. Venkadasalam (Geth) of Vannarponnai West against the defendant Mana Naina Muhammodu Marikkar Karuthamarakkal alias Umakaththa Marakair of Jaffna town, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction on Friday, May 21, 1926, at 5 P.M., at the spot:—

An undivided 1/2 share with its appurtenances of all those godown buildings and premises, situated at Bankshall street of the Jaffna town called Malpandakasalai, containing in extent 4 lachams varagu culture and 13 kulies, with all the appurtenances belonging thereunto; and bounded on the east by the property of K. Vaitialingam Markandu Mudlr. and his brother, north and south by roads, and on the west by the property of Chellammah, wife of Kadirkamar Kanagasabai.

B. EMMANUEL,  
Commissioner.

Jaffna, April 27, 1926.

## 36 Ro 8/ Auction Sale.

Land at Kerudavithkurichy in the District of Jaffna.

UNDER and by virtue of the decree entered in case No. 20,890, D. C., Jaffna, in favour of the plaintiffs (1) Kathirithambi Sabapathy, and wife (2) Wallipillai of Puloly West, against the defendant Arumugam Velupillai of Valvettiturai, and by virtue of the order issued to

me for the recovery of the amount therein stated, I shall sell the under-mentioned land by public auction on Saturday May 22, 1926, at 3 P.M., at the spot:—

The whole of the land forming a total extent of 185 lachams varagu culture and 11 1/2 kulies lying in one block and comprised of the pieces of land, situated at Kerudavithkurichy called Kommangnevitkolvilai Malayilkadukkuadaku in extent 8 1/2 lachams varagu culture, Malayitkaddupulam in extent 22 lachams varagu culture, the piece of land situated at Tanakarakurichy called Kaddupulaththukkuvadaku in extent 19 1/2 lachams varagu culture, Iyankankadu in extent 35 lachams varagu culture, the piece of land situated at Kerudavithkurichy called Kaddupulam in extent 8 lachams varagu culture, Iyankankaddukku in extent 14 lachams varagu culture, the divided extent of 53 1/2 lachams varagu culture excluding 6 1/2 lachams varagu culture, on the south of the western half out of the land situated at Thanakarakurichy called Seeranthanaikkumetku in extent 83 1/2 lachams varagu culture, and Rayathanchaddi in extent 83 1/2 lachams varagu culture. The whole of the land with its appurtenances including coconut trees, vadalies, and well; is bounded on the east by the property of Subramaniam Sinnaturai and others, north by road, west by the property of Katirkamar Vellaitamby and others, and south by the property of the heirs of Muttiahkurukkal Ulakakurunathakurukkal and others.

B. EMMANUEL,  
Commissioner.

April 27, 1926.

## Auction Sale under Mortgage Decree in Case No. 4,213, District Court, Badulla.

House Property in Badulla Town and Tea Estate in Angoda Village close to Badulla Town

UNDER decree in case No. 4,213, District Court, Badulla, and the commission issued to me in the said case for the recovery of the amount therein stated, I shall sell by public auction on May 22, 1926, the following property at the places and times hereinafter mentioned, viz.:—

1. All that defined portion of land being lot No. 7, Bazaar street, in the town of Badulla, together with the tiled up-stair house and other buildings standing thereon (bearing assessment No. 606); bounded on the north by Bazaar street, south by New lane, east by the boutique of Katu Bawa Pitche Umma, and on the west by boutique of Sandanayake Arachchige Philip Perera; and containing in extent 5.7 perches.—(The sale to take place at 2 p.m. on the spot.)

2. All that allotment of Crown land being lot 43, with the building standing thereon (bearing assessment No. 587), situated in Bazaar street in the town of Badulla aforesaid; and bounded on the north by New lane, south by Bazaar street, east by lot No. 42, and on the west by lot No. 44; and containing in extent 4.40 perches.—(The sale to take place at 2.30 p.m. on the spot.)

3. The unexpired period of lease mentioned in the indenture of lease No. 4,715 dated September 21, 1882 and attested by Notary M. H. K. Banda of Badulla of the land called Polwatta of 1 kununie of kurakkan sowing in extent, situated at Viharagoda in the town of Badulla aforesaid; and bounded on the north by high road, leading to Batticaloa, south by the stone fence of Siyatu Kankanama's garden, east by Ganetirala Kankanama's garden, and on the west by Circular road, together with the tiled house standing thereon and bearing assessment No. 538.—(The sale to take place at 3.15 p.m. on the spot.)

4. All that defined portion of all that land called and known as Angoda estate marked A and B in the tracing hereinafter referred to, situated at the village Angoda in Soranatotota korale in Viyaluwa division, Badulla District of the Province of Uva, in the Island of Ceylon; and bounded on the north-east by the land said to belong to the Crown, on the south-east by stream, on the south-west by land reserved for public purposes, T. P. No. 51,193,



Polwatekandura and Angoda-oya, and on the north-west by stream; containing in extent 176 acres 1 rood and 29 perches according to the tracing dated September 12, 1922, made by Edwin Martensz Anthonisz, authorized Licensed Surveyor and Leveller, from plan dated December 11, 1919, made by Philip Fowke, Licensed Surveyor and Leveller.—(The sale to take place at 4 p.m., at Mr. A. W. Anderson's Auction Rooms, near the Fountain, opposite to the Resthouse, Badulla.)

For further particulars please apply to me or to Stephen Perera, Esq., Proctor, Badulla.

J. P. LANDSBERGER,  
Licensed Auctioneer.

April 28, 1926.

**Auction Sale under the Partition Ordinance.**

UNDER and by virtue of the commission issued to me in D. C., Kegalla, case No. 368, I shall sell by public auction, on Saturday, May 22, 1926, at 11 A.M., at the resthouse premises, Kibulgala.

The elephant called "Sella" about 7 feet 4 inches in height, now in the possession of Mr. Mr. M. G. Perera. The said elephant will be first put up for sale between the co-owners, at the upset price and if not purchased by the co-owners, the animal will immediately thereafter be put up for sale by public auction to the highest bidder.

For further particulars please apply to E. A. P. Wijeyaratna, Esq., Proctor, or to me—

Kegalla, May 4, 1926.

K. B. NUGAPITIYA,  
Commissioner.

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

NOTICE is hereby given that the power of attorney dated June 5, 1922, executed before the Sub-Registrar of Singampunam, in India, whereby Mr. Sockalingam Chetty, son of Palaniappa Chetty of Nellikuppai, and Arunasalam Chetty, son of Kannappa Chetty of Athikadu Thetkooor, both in India, carrying on business in Ceylon under the name, style, and firm or business of Ravanna Mana Savenna Pana Lana Sona (R. M. S. P. L. S.), appointed Caruppan Chetty, son of Muthappa Chetty of Karai in India, our

attorney in Ceylon, is cancelled and revoked, and that the said Caruppan Chetty, son of Muthappa Chetty, has ceased to be our attorney from April 25, 1926.

ப. ன. சொக்கலிங்கம் செட்டி,  
க. ன அருளுசலம் செட்டியார்,  
தத்துவம் அ. ரு. கன்னப்பர செட்டி.

(Signed) P. L. SOCKALINGAM CHETTY.  
K. N. ARUNASALAM CHETTY,  
by his attorney,  
A. R. KANNAPPA CHETTY.

Colombo, May 1, 1926.

**Dissolution of Partnership.**

NOTICE is hereby given that the partnership business carried on by Sockalingam Chetty, son of Palaniappa Chetty, and Arunasalam Chetty, son of Kannappa Chetty, under the business of Ravanna Mana Savenna Pana Lana Sona, has been by mutual consent dissolved, and that Arunasalam Chetty, son of Kannappa Chetty, has ceased to be a partner of the firm of Ravanna Mana Savenna Pana Lana Sona as and from April 25, 1926.

ரு. ம. சோ. ப. ன. சொ. சொக்கலிங்கம் செட்டி,  
க. ரு. க. ன. அ. ரு. அருளுசலம் செட்டியார்,  
தத்துவம் க. ரு. க. ன. அ. ரு. கன்னப்பர செட்டி.

R. M. S. P. L. S. SOCKALINGAM CHETTY.  
K. R. K. N. A. R. ARUNASALAM CHETTY,  
by his attorney,  
K. R. K. N. A. R. KANNAPPA CHETTY.

Colombo, May 1, 1926.

**Admission of a Partner.**

MR. GEOFFREY THOMAS HALE has been admitted a partner of this firm.

JULIUS & CREASY,  
Proctors and Notaries Public.

Hong Kong and Shanghai Bank building,  
Colombo, May 3, 1926.

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

**SPECIFICATION.—Irrigation Works, Northern Province.**

SUPPLEMENTARY specification showing land found to be capable of irrigation by Vavuniya Tank, in addition to the specification which appears in Government Gazette No. 7,418 of September 19, 1924, the names of proprietors, and the contributions payable in respect of each land.

Lands paying a Rate of Re. 1 per Acre per Annum which is subject to Revision at any Time.

Preliminary plan No. 5,726 Date of Sale : November 25, 1924.

No. of Lot No. or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.	Amount Sold for.	Amount Paid to date.	Amount due.	Area exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Amount Period of Exemption granted,		Total Amount Due.
								Rs. c.	Rs. c.	
245...	7	Periyanetpilavu..	Sinnapillai, widow of R. Sivapragasam of Point Pedro	0 0 6..	4 0..	4 0..	0 4..	—	—	0 4

			AMENDED SUMMARY.		Rs. c.
1.	Private lands	.. 380 3 11.25	..	Paying rate of 25 cents per acre per annum in perpetuity	95 63
2.	Do.	.. 38 0 30	..	Paying a rate of 25 cents per acre per annum subject to revision at any time	9 56
3.	Do.	.. 21 0 6	..	Paying a rate of Re. 1 per acre per annum subject to revision at any time	21 6
Total area paying rate			.. 440 0 7.25	.. Amount recoverable	126 25

The Kachcheri,  
Mullaittivu, October 28, 1925.

R. JONES-BATEMAN,  
Assistant Government Agent.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Tamankaduwa Village Committee Schools.

NOTICE is hereby given that the under-mentioned Village Committee Tamil Schools, situated in Tamankaduwa district of the North-Central Province, have been registered as Assisted Vernacular Schools under the management of the Government Agent, North-Central Province, from this day :—

## Schools referred to.

Gallella School	Hewanpitiya School
Onegama School	Karapola School
Katuwanwila School	Horewila School
Education Office, Colombo, April 12, 1926.	L. MACRAE, Director of Education.

## Change of Management.

NOTICE is hereby given that the Rev. J. Colombage has been appointed Manager of the school mentioned below, in place of the Rev. H. B. Gunatilaka.

## School referred to.

Dematagoda St. Matthew's Mixed English School.	
Education Office, Colombo, April 30, 1926.	L. McD. ROBISON, for Director of Education.

## J/Kokkuvil West Gnanapanditha Vidyasalai Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Hon. Sir P. Ramanathan for a grant in aid of the above school, which is situated in Kokkuvil West, Jaffna District of the Northern Province.

Observations will be received not later than June 8, 1926.

Education Office, Colombo, May 7, 1926.	L. MACRAE, Director of Education.
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## J/Delft West (Saivapirakasa Vidyasalai) Vernacular Mixed School.

NOTICE is hereby given that the above school, situated in Delft West, Islands Division, Jaffna District of the Northern Province, under the management of Hon. Sir P. Ramanathan, has been registered as a grant-in-aid school.

Education Office, Colombo, May 7, 1926.	L. MACRAE, Director of Education.
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## NG/St. Mary's Boys' English School.

NOTICE is hereby given that an application has been received from Rev. J. B. Meary for a grant in aid of the above school, which is situated in the town of Negombo, Negombo District of the Western Province.

Observations will be received not later than June 8, 1926.

Education Office, Colombo, May 7, 1926.	L. MACRAE, Director of Education.
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## Examination for the Vernacular Teachers' Certificate in Drawing, January, 1926.

THE following candidates have passed the above examination held on January 16, 1926. Those whose names do not appear in the list have failed to pass :—

## Colombo Centre.

Index No.	Name.	School.
3.	Abeyawardana, D. S. V.	Govt. A. V. S., Mirigama

## Galle Centre.

20.	De Silva, D. W.	Balapitiya Bud. Boys' School
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## Gampaha Centre.

81.	Karunanayake, T.	Bud. Training School, Nittambuwa
83.	Methias, M.	Tihariya V. B. S., Veyangoda
85.	Thewarapperuma, E. P. S.	Mirigama

## Kandy Centre.

137.	Naranpanawa, B. M.	Nugawela V. G. S.
140.	Somarathne, H. M.	Palapatwila, Matale

## Kurunegala Centre.

159.	Danial Singho, W. M.	Dambadeniya Govt. Boys' School
166.	Gunawardhene, H. A.	Dambadeniya
181.	Manuel, S.	Meddegama V. M. School
182.	Mudiyanse, S. A.	Moragane Boys' School
187.	Pathiraja, L. H.	Wewala V. B. School

## Moratuwa Centre.

246.	Artigala, D. H.	Madapata Vern. School, Kesbewa
247.	Allis, L. K.	Patahawatta V. B. S., Bandaragama
249.	Abraham, D.	Wewita A. V. S., Bandaragama
252.	Carolis, S. D.	Patahawatta V. B. S., Bandaragama
271.	Peiris, R. R.	Tantirimulla, Panadure
272.	Perera, I. M.	Alubomulle V. B. S., Panadure
274.	Sendal Sinno, P.	B. M. S., Horana
275.	Senanayaka, S. W.	Uduwa V. B. S., Horana

## Ruanwella Centre.

393.	Appuhamy, K. G. M.	Ruanwella A. V. School
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## Wennappuwa Centre.

422.	De Silva, T. E.	Timbirigaskotuwa V. M. S., Negombo
423.	Fernando, A. J.	Marawila R. C. School
430.	Fernando, M. S.	Madampe R. C. School
435.	Garunayake, R. H.	Kudawewa B. M. S., Madampe
436.	Gunawardhene, H. D. P.	Bunnehapola, Kattimahana
438.	Jayaweera, S.	Kudawewa B. M. S., Madampe
447.	Perera, K. P.	Nattandiya R. C. School
451.	Premachandra, G. D.	Koswatta B. M. S., Kochchikade
452.	Punchibanda, H. M.	Yakdessa, Koswatta
453.	Rajapaksha, J. S.	Walhapitiya Govt. Boys' School, Nattandiya
461.	Wijegunaratna, W. N. C. M.	Kudawewa R. C. S., Madampe

Education Office, Colombo, May 4, 1926.	L. McD. ROBISON, Acting Director of Education.
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**Refund of Estate Duty Paid on Pensions under the Widows' and Orphans' Pension Fund Ordinance.**

GOVERNMENT having decided to grant a refund of all Estate Duty collected on the capitalized value of the pensions awarded under the Widows' and Orphans' Pension Fund Ordinances, parties entitled to such refunds are hereby invited to forward their applications as early as possible to the Estate Duty Office.

2. Such applications should contain as many of the following particulars as possible:—

- (1) The name of the deceased.
- (2) The number of the Estate Duty Case, or the date on which the declaration was forwarded to this office.
- (3) The relationship of the applicant to the deceased.
- (4) In cases where the applicant is not the sole pensioner, the full names and addresses of the other pensioners or persons entitled to the refund.

3. The conditions on which refunds will be granted are:—

- (a) When there are rival claims, the Commissioner of Stamps may decide who is the party rightly entitled to payment, and his decision shall be subject to an appeal to the Governor in Executive Council. The Governor's decision shall be final.
- (b) No liability of any kind shall attach to the Crown or the Commissioner of Stamps for any payment made in the *bona fide* belief that the party to whom payment is made is the person entitled to the refund.
- (c) As these refunds are purely voluntary payments, and are not made under compulsion of law, the Commissioner of Stamps is not bound to make any payment where the parties interested do not come forward; or their whereabouts cannot after due enquiry be ascertained by the Commissioner.

Estate Duty Office,  
Colombo, May 3, 1926.

H. E. BEVEN,  
for Commissioner of Stamps.

**Loss of Firearms.**

**KEGALLA DISTRICT.**

1. Single-barrelled, breach-loading gun licensed under No. 240/A83240 and No. 4 marked on barrel.

Name of Owner: S. A. Azeez of Kannatota, Ruanwella.  
Remarks: Gun reported to have lost in Trincomalee when on shooting trip.

2. Single-barrelled muzzle-loading gun licensed under No. 1106 and No. 1106 marked on barrel.

Name of present Owner: A. L. Mohammado Haniffa of Nilwala (transferred by K. A. Dingiriappu of Pallebage).  
Remarks: Whereabouts of the owner cannot be traced.

3. Single-barrelled muzzle-loading gun licensed under No. 1512 and No. 1512 marked on barrel.

Name of Owner: Ramasamy Kangany of Minuwangamuwa.  
Remarks: Whereabouts of the owner cannot be traced.

4. Single-barrelled breach-loading gun licensed under No. 1882 and No. 969 marked on barrel.

Name of Owner: B. A. Keyser of 5, York street, Colombo.  
Remarks: Whereabouts of the owner cannot be traced.

The Kacheheri, J. D. BROWN,  
Kegalla April 27, 1926. Assistant Government Agent.

**RATNAPURA DISTRICT.**

Description of property: One single-barrelled rifle No. 3 marked on the barrel.

Licence: No. 1419/A 61169.

Owner: Late Mr. Melville Geddes of Allerton estate, Rakwana.

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

The Kacheheri,  
Ratnapura, April 29, 1926.

J. M. DE SILVA,  
for Government Agent

**Lapsed District Court Suitors' Deposits.**

NOTICE is hereby given, that unless the amounts noted in the under-mentioned schedule are claimed by the respective parties entitled to them, within 2 months from this date, the amounts will be credited to the funds of the Loan Board, as lapsed deposits, in terms of Financial Order No. 531.

Kacheheri,  
Galle, May 7, 1926.

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

*Schedule referred to.*

No. of Case.	In which Court.	Amount. Rs. c.	Names of Parties.
12,296	Galle	5 0	L. E. Karunawardena and another vs. M. Dilinduhamy and others
11,848	Do.	41 50	H. G. Fernando vs. D. Ellen and others
12,576	Do.	10 60	W. Subehamy and others vs. H. G. Seyan Appu and others
11,982	Do.	13 22	D. J. Amerasinghe Appuhamy vs. D. H. Amerasinghe and others
4,315T	Do.	24 97	Estate of U. Sadappu
10,508	Do.	37 95	D. A. de Silva vs. W. S. de Soysa and others
4,433T	Do.	2 75	Estate of O. E. de S. Weerasena
36,606	Colombo	3 50	V. P. L. V. Palaniappa Chetty vs. B. M. W. Amarasekera and others
13,031	Galle	3 0	M. K. M. M. Ramanathan Chetty vs. W. Gunawardena and another
11,218	Do.	38 64	N. W. Andris Appu vs. H. R. Rodde and others
11,214	Do.	5 25	D. A. Hiesinghe vs. C. Hiesinghe and others
9,950	Do.	21 46	D. A. Wickremasekera vs. L. A. Sedris and another
13,877	Do.	51 90	M. Urañelis and another vs. A. K. Andris and others
8,331	Do.	267 95	G. P. Kanakapulle vs. P. C. de S. Gunawardena and another
4,238T	Do.	314 46	Estate of S. Abeywickrema

**Rinderpest.**

WHEREAS rinderpest has broken out at Galpottewatta and Alubogahawatta at Malabe in the Palle pattu, Hewagam korale, in Colombo District of the Western Province: It is hereby declared that the under-mentioned area, exclusive of the Talangama-Padukka District Road Committee road, is infected in terms of section 5, subsections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, viz:—

The area bounded on the north-west by village boundaries of Hokandara north and Talangama north, south-east by Gurudeniyaya road to Mulleriyawawewa and Kotte-Kaduwela District Road Committee road.

This declaration is to take effect from this date.

April 29, 1926.

A. E. ABAYARATNE,  
Mudaliyar, Hewagam Korale.

**Rinderpest.**

WHEREAS rinderpest exists in the village of Bukendayaya, 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.*

Bukendayaya.

North—Katuwana village.

East—Julampitiya village.

South—Bowala village.

West—Kirama Bintenna.

April 24, 1926.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.

**Rinderpest.**

WHEREAS rinderpest exists in the Julampitiya Vidane Arachchi's Division 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:—

*Julampitiya Vidane Arachchi's Division.*

*North.*—Paranagampalata Vidane Arachchi's Division.

*East.*—Giruwa pattu.

*South.*—Marakada Upper Vidane Arachchi's Division,

*West.*—Walasmulla Upper and Kirama Vidane Arachchi's Divisions.

HARRY O. JAYAWARDENE,  
Mudaliyar, West Giruwa Pattu.

May 1, 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.,

The Kachcheri, for Assistant Government Agent.  
Hambantota, April 28, 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 28, 1926.

**Rinderpest.**

WHEREAS rinderpest exists in the Siyambalagoda Police Officer's division 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—

*Siyambalagoda Police Officer's Division.*

*North,* Bedigama; *east,* Vitaranadeniya and Walgan-eliya; *scuth,* Polommaruwa and Sitanamaluwa; *west,* Puwakdandawa and Kahawatta.

HARRY O. JAYAWARDENE,

May 1, 1926. Mudaliyar, West Giruwa Pattu.

**Rinderpest.**

*Protective Zone.*

WHEREAS rinderpest exists in Kella and Walalgoda wasamas within the Kolonna korale of the Ratnapura District: I, Edward Turner Millington, Government Agent of the Province of Sabaragamuwa, under the provisions of section 6 of Ordinance No. 25 of 1909, establish the said Kolonna korale a protective zone from the date hereof.

The Kachcheri,  
Ratnapura, May 1, 1926.

E. T. MILLINGTON,  
Government Agent.

**Rinderpest.**

BY virtue of the powers vested in me by section 7 (1) of Ordinance No. 25 of 1909, I, Edward Turner Millington, Government Agent of the Province of Sabaragamuwa, do hereby proclaim that the road from Timbolketiya to Liyangahatota shall be closed to all cattle traffic for a period of ten days from the date hereof.

The Kachcheri,  
Ratnapura, May 1, 1926.

E. T. MILLINGTON,  
Government Agent.

**Rinderpest.**

NOTICE is hereby given that the areas of Pallobadde and Tambagomuwa wasamas in Atakalan korale, Ratnapura District, declared infected under section 5 (1) and (2) of Ordinance No. 25 of 1909, and published in

Government Gazette No. 7,513 of February 19, 1926, are free from rinderpest, and are declared no longer infected areas in terms of section 5 (5) of the said Ordinance.

(2) Notice dated February 22, 1926, regarding protective Zone of Muttettupola and Bibilegama wasamas in Atakalan korale, published in the Government Gazette No. 7,514 of February 26, 1926, is also revoked.

The declaration shall take effect from the date hereof.

The Kachcheri, J. M. DE SILVA,  
Ratnapura May 3, 1926. for Government Agent.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the under-mentioned area described below in Pitigal korale north in the Chilaw District of the North-Western Province: I do hereby declare in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, that the said area, is an infected one.

This proclamation takes effect from May 1, 1926.

BOUNDARIES OF THE AREA REFERRED TO.

*Adippola.*

*North.*—Ambamukalana (Crown).

*East.*—Compass para.

*South and West.*—Sengal-oya.

C. E. DRAYTON COREA,

May 1, 1926. Acting Mudaliyar, Pitigal Korale North.

**Hoof-and-Mouth Disease.**

WHEREAS hoof-and-mouth disease has broken out at Niyangama in Niyangama palata in Madure korale of Weudawili pattu of Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area bounded on the north by Gallewa palata and Wegama palata, south by the boundary of Central Province, east by the boundary of Central Province, west by Paragoda palata.

This declaration shall take effect from the date hereof.

T. B. MADAWALA,

Ratemahatmaya, Weudawili Hatpattu.  
April 27, 1926

**Hoof-and-Mouth Disease.**

IT is hereby notified that Wew tulana and Nachcha tulana in Ulagalla korale of Hurulu palata in the North-Central Province, are proclaimed infected areas owing to prevalence of hoof-and-mouth disease among cattle.

T. B. POHOLIYADDE,  
April 30, 1926. Ratemahamaya, Hurulu Palata.

**Hoof-and-Mouth Disease.**

WHEREAS by proclamation dated December 17, 1925, published in the Government Gazette No. 7,505 of December 23, 1925, tulana No. 53 of Kalagam palata in the North-Central Province, was proclaimed an infected area in terms of sub-sections (1) and (2) of Ordinance No. 25 of 1909; and whereas hoof-and-mouth disease no longer exists in the said area, it is now declared under sub-section 5 (5) of the said Ordinance free from hoof-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from the date hereof.

The Kachcheri, B. F. PERERA,  
Anuradhapura, April 29, 1926. for Government Agent.

**Anthrax.**

WHEREAS anthrax has broken out at Dunkeld estate in Uda Bulatgama in Kandy District of the Central Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Castlereagh estate, south by Crown forest reserved, east by Hambantota-oya, west by Berat estate, portion of same estate.

This declaration shall take effect from the date hereof.

J. MARAMBE,  
April 27, 1926. Chief Headman.

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

## Toddy Rents, Western Province, 1926-27, Colombo District.

NOTICE is hereby given that the Government Agent for the Western Province will, at the Colombo Kachcheri at 12 noon on Wednesday, June 2, 1926, expose for sale by auction subject to the Toddy Rent Sale Conditions published in *Government Gazette* No. 7,521 of April 16, 1926, the privilege of selling fermented toddy by retail from October 1, 1926, to September 30, 1927, at taverns to be established by the purchasers in the villages specified in the schedule hereto, not more than one shop being allowed in each such village, at a site to be approved by the Government Agent.

2. No sale of fermented toddy will be allowed in villages other than those in the said schedule expressly specified.

3. (a) If taverns are to be moved from present sites, a month's notice has to be given by the Government Agent, under paragraph 5 of IV. of Excise Notification No. 85 of February 12, 1919. Application should therefore be made by purchasers to the Government Agent for sites without delay.

(b) No rebate will be allowed in respect of any taverns in the event of objections to sites being upheld after inquiry by the Government Agent.

4. The purchasers will be required to pay in stamps the stamp duty under the Stamps Ordinance of 1919 in respect of the Conditions of Sale as well as of the security bond referred to in clause 2 (a) of the Conditions of Sale.

5. The Attention of intending purchasers is specially drawn to clause 2 (b) of the Conditions of Sale.

6. Save in exceptional circumstances no trees will be licensed in dry areas.

7. Permission to tap trees for fermented toddy for Colombo taverns will not be allowed in the following areas:—

(i.) From Panadura to Galle.

(ii.) In the areas assigned to the toddy taverns at (a) Dehiwala, (b) Suwarapola, and (c) Ratmalana.

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

The Kachcheri,  
Colombo, May 4, 1926.

F. BARTLETT,  
Government Agent.

## SCHEDULE.

## List of Toddy Taverns, Colombo District.

## Alutkuru Korale North.

No.	Locality or Range.	Division.
Within the village of—		
1	Bambukuliya	Otara East
2	Etgala	do.
3	Dalupota	Otara West
4	Palangature	do.
5	Porutota	do.
6	Kochchikade	do.
7	Dagonna	Godakaha palata
8	Demahandiya	do.
9	Katunayaka	Andiambalam palata
10	Mukalangamuwa	do.
11	Bolawalana	Town of Negombo
12	Kurana	do.
13	Kamachchoda	do.
14	Udayartoppuwa	do.
15	Pitipana	Talahena palata
16	Settapaduwa	do.
17	Basiyawatta	do.

## Alutkuru Korale South.

No.	Locality or Range.	Division.
Within the village of—		
18	Uswetakeiyawa	Hendala
19	Kandana	Kandana
20	Weligampitiya	do.
21	Dandugama	Dandugama

## Hewagam Korale.

No.	Locality or Range.	Division.
Within the village of—		
22	Puwakpitiya	Kosgama

## Colombo Mudaliyar's Division.

23	Bounded on the north by Main street, on the east by 1st Cross street, on the south by Norris road, on the west by Front street	Pettah Ward (Front street Tavern)
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No.	Locality on Range.	Division.
24	Bounded on the north by south side of Main street, on the east by 4th Cross street, on the south by Norris road, on the west by 2nd Cross street	Pettah Ward (4th Cross street Tavern)
25	Bounded on the north by Reclamation road, on the east by St. John's street, on the south by north side of Main street, on the west by 1st Cross street	do. (Market street Tavern)
26	Bounded on the north by Dam street, on the east by St. Sebastian street, on the south by St. Sebastian hill, on the west by Saunders' place and Cramer's lane	St. Sebastian Ward (Saunders' place Tavern)
27	Bounded on the north by south side of Gintupitiya street, on the east by Hill street and Kuruwe street, on the south by New Moor street to its junction with Dam street and thence by Dam street up to Kayman's gate, on the west by Chekku street	St. Paul's Ward (Chekku street Tavern)
28	Bounded on the north by south side of Jampettah street, on the east by Hill street, on the south by north side of Gintupitiya street up to Sea street, Sea street, and Cross road to Seashore street, on the west by Seashore street and Kochchikade street	St. Paul's Ward (Kochchikade street Tavern)
29	Bounded on the north and east by Skinner's road north, on the south by Barber street, Green street, and north side of Jampettah street, on the west by Kochchikade street	Kothena Ward (Kor-teboam street Tavern)
30	Bounded on the north by Cemetery street, on the east by Kotahena street, on the south by Pickering's road, on the west by eastern side of Santiago street	do. (Pickering's road Tavern)
31	Bounded on the north by Madampitiya road to its junction with Victoria Bridge street, thence by Victoria Bridge street and Kelani river, on the east by Urugodawatta canal, on the south and west by Cemetery road	do. (Madampitiya road Tavern)
32	Bounded on the north by Madampitiya road, on the east by Alutmawata road, on the south by Fisher's quarters, on the west by Fisher's Hill and Modera street	do. (Marshall street Tavern)
33	Bounded on the north, east, and west by Kelani river, on the south by Madampitiya road and Victoria Bridge street	do. (Modera street Tavern)
34	In or near Galle road, between 1st and 2nd mileposts at a place not included in any other rent area herein described	Kollupitiya Ward (Kollupitiya Tavern)
35	In or near Galle road, between 3rd and 4th mileposts at a place not included in any other rent area herein described	Wellawatta Ward (Bambalapitiya Tavern)
36	Bounded on the north by Kirillapone canal, on the east and south by Dehiwala canal, on the west by the sea	do. (Wellawatta Tavern)
37	In or near 2nd Division, Maradana, at a place not included in any other rent area herein described	Maradana Ward (2nd Division, Maradana Tavern)
38	In or near 3rd Division, Maradana, at a place not included in any other rent area herein described	do. (3rd Division, Maradana Tavern)
39	In or near that section of Dematagoda road lying between Reservoir road and Baseline road and at a place not included in any other rent area herein described	do. (Dematagoda Tavern)
40	In or near Malay street at a place not included in any other rent area	Slave Island Ward (Malay street Tavern)

## Opening and Closing Hours of Toddy Tavern

Hour of opening : 7 A.M.

Hour of closing : 7 P.M.

## 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.

May 4, 1926.

G. H. N. SAUNDERS,  
Municipal Treasurer.

## SCHEDULE.

Date, Place, and Time of Sale : Tuesday, May 18, 1926, at the Municipal Council Stores, Darley Road, at 8 a.m.

Premises No.	Street.	Quarter and Year.	Property seized.
14	Lockgate lane	4th quarter, 1925	3 nadun wood ladies chairs, 2 jak wood chairs, 1 nadun teapoy
61	Maradana road	do.	5 nadun wood armchairs, 4 jakwood armchairs
26 garden (5 to 10)	Temple lane	do.	1 square table, 1 teapoy, 1 mattress, 1 sofa, 1 chair, 1 wooden (wall stand)
3197/118	Alutmawata	4th quarter, 1925	1 whatnot (jakwood)
4329/67	New Fishers' Quarters	3rd and 4th quarters, 1925	} 30 spades
4330/68	Do.	do.	

## MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle, held in the Municipal Office on Saturday, March 13, 1926, at 1.15 p.m., pursuant to Notice dated March 8, 1926.

*Present*:—Mr. T. B. Russell, Chairman; Mr. D. G. Goonewardene, M.B.E.; the Hon. Mr. H. M. Macan Markar, M.L.C.; Mr. D. W. Subasinghe; Mr. C. E. de Vos; Mr. J. E. Perera; Mr. D. I. Durham; Mr. C. L. Wickramasinghe; and Mr. W. W. Morgan.

1. The Minutes of the General Meeting of February 13, 1926, a copy thereof having been furnished to each member, were taken as read and confirmed.

2. Pursuant to notice, Mr. D. G. Goonewardene asked the following questions:—(1) With reference to reply to my question 2 on February 13 last, what in detail is included under Head "Upkeep of roads, Rs. 2,257.49"? (2) With reference to reply to my question 3 on February 13 last, (a) Is it a well settled practice of the Works Department that metal is not spread and consolidated on roads, unless there be rain to supply the water? (b) Are there no roads within the Municipal limits in such a bad order as to require immediate attention? (c) If there are, are they also awaiting rain to be attended to? (3) Is it a fact, as reported in one of the morning papers, that the experiment tried by the Police with the Minimax fire engine, recently purchased by the Council, proved a total failure? (4) Why did the Police give no notice at all to some members, and no sufficient notice to others, of the experiment going to be tried, to have enabled them to judge the efficiency of the engine? (5) What is the opinion of the Superintendent of Police, whose department is solely responsible for the use of the engine, with regard to the efficiency, or otherwise, of the fire engine? (6) Has the Director of Public Works sent the report on the Electric Lighting Scheme of Galle, promised in his letter acknowledging receipt of Council's resolution of February 13 last? (7) If not, in view of the long delay which has already occurred, will the Chairman be pleased to invite the Director's attention to his said letter?

The Chairman replied as follows:—(1) The items referred to are—169 cubes metal, Rs. 1,605.50; 40 cubes gravel, Rs. 220; Overseer's pay, Rs. 192; repairs to rollers, Rs. 11; clearing 7.63 miles of side drains, Rs. 228.99. Total Rs. 2,257.49.

(2) (a) The Superintendent of Works reports that it has been the usual practice to differ extensive road repairs until the south-west monsoon has set in. Road repairs are carried on throughout the remaining months of the year. An earlier start than April or May is not advisable, because (i) the best results are obtained during wet weather, the absence of rain after consolidation causing crumbling of the road surface. Even for consolidating purposes it is very difficult to get water at all on some of the roads. (ii) A quantity of metal, sufficient to render a continuous policy of consolidation possible cannot be piled before the south-west monsoon.

(b) There are no roads in such bad condition as to require immediate attention. Therefore, (c) does not arise.

(3) The Superintendent of Police has informed me that the first attempt failed owing to the carelessness of the demonstrator. The failure was not due to any defect in the appliances. The subsequent trial was effective.

(4) The Company's representative arrived unexpectedly on the morning of January 30. A demonstration was arranged for 2 P.M. that day. Notice was forthwith sent by bicycle orderly to all members of the Municipal Council.

(5) The Superintendent of Police considers the "Minimax" fire engine to be efficient for the purpose for which it is intended. He does not go so far as to think that it will extinguish every fire, but that it is a vast improvement on the former totally useless means at the hands of the Police for dealing with an outbreak of fire in Galle town.

(6) and (7) The Director of Public Works wrote, on February 23, in acknowledging receipt of the Council's resolution of February 13, that he would personally go into the matter and communicate with me. He has arranged to see the Chairman personally on Monday the 15th instant.

3. Pursuant to notice, Mr. D. I. Durham moved—(1) That the attention of the General Manager of the Railway be drawn to the fact that no 1st class carriage was provided on the 8.10 A.M. Galle-Colombo express on January 21, and again on February 25, and that he be so kind as to take steps to prevent, if possible, a re-occurrence of this inconvenience. Mr. C. L. Wickramasinghe seconded, and suggested that the words "if possible" be deleted.

The mover agreed to the amendment suggested, and the motion as amended was put to the meeting and carried.

(2) That this Council earnestly requests Government to be kind enough to take steps at the earliest date possible to (a) either broaden that part of the main Galle-Matara road running through the Galle bazaar and Magalle, or (b) to provide a new branch road evading this very crowded quarter. Mr. J. E. Perera seconded.

Mr. W. W. Morgan stated that the valuation for one scheme had been completed. The valuation for the alternative scheme was not completed.

Mr. D. G. Goonewardene thought that the Council should not urge the widening of the road, if it would in any way jeopardize the scheme for duplicating the water main.

Mr. C. E. de Vos emphasized the importance of the water question, without depreciating the importance of the motion.

Mr. D. W. Subasinghe and Mr. C. L. Wickramasinghe spoke to the motion.

The Hon. Mr. H. M. Macan Markar asked whether Government would maintain the new road, if it was opened. He thought that the widening of the existing road should be urged.

The motion was carried unanimously.

4. Pursuant to notice, Mr. D. G. Goonewardene moved—That the question of taxation of the Railway within the Municipal limits of Galle may be considered with a view to addressing Government on the subject.

With the permission of the Council the mover amended his motion by deleting the words "considered with a view to addressing Government on the subject," and substituting therefor the words "brought to the notice of Government with a request for information as to the result of the Commission which was appointed to consider this question." Mr. C. E. de Vos seconded.—Carried.

5. Pursuant to notice, Mr. C. L. Wickramasinghe moved—As the filling up of the portion of land recently acquired by Government for the extension of the Civil Hospital, Mahamodera, causes to those living in the neighbouring land at present discomfort, and is likely in the future to cause considerable loss, I move that Government be requested to take steps to give relief to those affected by the action of Government. Mr. D. G. Goonewardene seconded.

Mr. D. W. Subasinghe supported.

Mr. C. E. de Vos moved as an amendment that the question be referred to a Special Committee for investigation and report. Mr. D. W. Subasinghe seconded.

The mover with the consent of the seconder, agreed to withdraw the motion for the present, in favour of the amendment, viz., that Messrs. D. G. Goonewardene, C. L. Wickramasinghe, and W. W. Morgan, with the Chairman do form a Special Committee for the purpose of investigating the question (a) Of the drainage of the whole land acquired for the extension of the hospital, and Hume road; (b) How far offensive sewage can be prevented from going into the Keppu-ela; and (c) To what extent the action so far taken by Government with respect to the new buildings adversely affects the neighbouring lands. The amendment was put to the meeting and carried.

6. Pursuant to notice, Mr. J. E. Perera moved—That in view of the heavy traffic and the need of frequent repairs to the road, the Director of Public Works be informed of the urgent necessity of tarring the portion of the main trunk road lying within the Galle Municipal limits. Mr. D. W. Subasinghe seconded.—Carried.

7. Letter No. 2/36 of February 19, 1926, from the Hon. the Colonial Secretary, intimating that His Majesty the King has commanded that an expression of his thanks should be conveyed to the Galle Municipal Council for its message of sympathy with him and the Royal Family in their recent bereavement.—Read.

8. To consider the proposed amendment to section 12 (1) of the draft Municipal Leave Regulations.—Resolved to inform the Hon. the Colonial Secretary that the Council desires to retain section 12 (1) of the draft regulations.

9. To sanction, under section 12 of the Municipal Council Pension rules, the grant of a pension of Rs. 1,766.66 per annum, with effect from April 7, 1926, to Mr. Louis Leslie Ludowyk, Head Clerk and Accountant. The pension is based on his service of 36 years and 7 months, and his salary of Rs. 2,350 and personal allowance of Rs. 300 per annum.—Sanctioned.

10. To sanction, under rule 6 of the Municipal Council Leave Regulations, the excess leave over 30 days granted during 1925, to the following officers:—Mr. H. D. Jayasekera, Clerk, Municipal Court, 5 days; W. G. Ratnayake, Conservancy Kangany, 8 days; Diashamy, peon, 21 days.—Sanctioned.

11. To consider the proposed amendment to by-law 12 Chapter IX. relating to the payment of fees for the removal of night soil.—Resolved that the following by-law, as amended, be approved:—

Every person employing a Municipal Officer for the removal of night soil shall pay to the Council in advance such sum as shall be determined by the Chairman, not exceeding Rs. 2 per mensem for each standard bucket in which such night soil is deposited on his premises for removal by such officer. The sum payable, if not paid on or before the 10th day of the month in respect of which it is due, may be recovered by the Council, as if it were a tax under the Municipal Council's Ordinance, and any existing or future amending Ordinances.

12. Site for the Supreme Court at Galle.—This question was deferred from the last meeting in order to consider the report of the Provincial Engineer, Southern Province, on the suggestion of building on the site of the Municipal Office and Police Court. The Chairman moved that the original site proposed—The open space between the Police Station and the Master Attendant's Quarters—be approved.

Mr. C. E. de Vos in seconding said that the reasons for building on the site were overwhelming.

Mr. H. M. Macan Markar could not give it his support.

The motion was put to the meeting and carried by 7 votes to 2.

The following extracts from the Minutes of the Standing Committees were laid before the Council:—

13. *Extracts from the Minutes of the Standing Committee on Municipal Works of February 13, 1926.*

(2) Application from the Provincial Engineer for water supply to the new building at Mahamodera hospital.—Recommended.

(3) To consider the following estimates:—

(a) Rs. 100 for the purchase of a lawn mower for Victoria Park.—Recommended.

(b) Rs. 126 for a gate to the western entrance of Victoria Park.—Recommended.

(c) Rs. 250 for rebuilding portion of drain along Rampart street.—Recommended.

(d) Rs. 360 for building a culvert at the junction of Old Cripps road with Wakwella road.—Recommended.

(e) Rs. 250 for building a culvert on Kitulampitiya road, near Kahaduwa-watta junction.—Recommended.

(f) Rs. 250 for building a culvert at the junction of Elliott road with Cripps road.—Recommended.

(g) Rs. 500 for examining and cleaning the Fort sewers.—Recommended.

(h) Rs. 1,000 for repairs to bridges.—Recommended.

(i) Rs. 155 for repairing and painting Park seats.—Recommended.

(j) Rs. 65 for painting the foot bridge over the Keppu-ela.—Recommended.

(k) Rs. 500 for repairs to Park roads.—Recommended.

(l) Rs. 1,000 for improvements to Victoria Park.—Recommended.

(m) Rs. 1,500 for clearing canals of silt and jungle.—Recommended.



- (o) Rs. 350 for making two scavenging carts.—Recommended.  
 (p) Rs. 150 for making one hand water cart.—Recommended.  
 (q) Rs. 475 for making a street watering cart with a wooden barrel.—Recommended.  
 (r) Rs. 270 for providing two iron hand carts.—Recommended.  
 (s) Rs. 1,000 for providing metal depôts along Municipal roads.—Recommended.  
 (t) Rs. 1,000 for widening portions of Morris road.—Recommended.  
 (u) Rs. 1,000 for improving a portion of Hume road.—Recommended.  
 (v) Rs. 2,000 for building 200 lineal feet rubble barrier along Keppu-ela at Havelock place.—Recommended.

*Resolution.*

Resolved (i.) That the recommendations of the Standing Committee be adopted, (ii.) that tenders be invited for (v.) and the Superintendent of Works be authorized to carry out the remaining works.

14. *Extracts from the Minutes of the Standing Committee on Finance and Assessment of February 13, 1926.*

(2) Application from Inspector N. P. B. Wijesekera for a loan of Rs. 175 for the purchase of a bicycle.—Recommended to be repaid by monthly instalments of Rs. 12.50.

(3) To consider application for payment of a reward to the Police Officer of Kalegana, in connection with M. C. case No. 21,134.—Recommended that half the fine (Rs. 3.75) be paid to the Police Officer of Kalegana.

(5) To consider payment of Surveyor's fees, Rs. 63.50, and Mr. Proctor Saheed's bill for Rs. 180.93, in connection with C. R., case No. 4,593, Galle.—Recommended.

(6) Adjustment of accounts for 1925.—Recommended that in terms of section 101 of Ordinance No. 6 of 1910, the excess expenditure on the under-mentioned votes be met from the unexpended balances on Heads 14, 21, 25, 42, 64, and 178:—

	Rs.	c.		Rs.	c.
Vote No. 13. Rents .. .. .	119	50	Vote No. 55. Legal expenses .. .. .	35	89
Vote No. 17. Contingencies .. .. .	14	88	Vote No. 63. Coolies .. .. .	10	96
Vote No. 20. Upkeep, I. D. H. and Segregation Camp .. .. .	114	0	Vote No. 77. Contingencies .. .. .	552	23
Vote No. 22. Coolies .. .. .	400	73			
Vote No. 36. Maintenance of buildings .. .. .	82	67			1,330 86

*Resolution.*

Resolved that the recommendations of the Standing Committee be adopted.

15. Mr. D. G. Goonewardene, with the permission of the Council moved that the Council do place on record its high appreciation of the valuable services rendered to the Council by the Chairman, Mr. T. B. Russell. Mr. C. E. de Vos seconded.—Carried unanimously.

The Chairman thanked the Council for its kind appreciation of his services, and for the harmonious relations that existed between Council and himself, and for the co-operation of the Members.

16. It was decided that the next meeting of the Council should be held on April 24.

17. The following documents were laid on the table:—

(1) Statement of receipts and disbursements to end of February, 1926.

(2) Progress report of works done on estimates during February, 1926.

(3) Report of the Inspector of Vehicles on carriage plying for hire during February, 1926.

(4) Diaries of (a) the Medical Officer of Health; (b) the Superintendent of Works; and (c) the Manager, Health Department.

The Municipal Office,  
Galle, April 24, 1926.

Confirmed:

L. W. C. SCHRADER,  
Chairman.

**A.—Statement showing the Total Receipts and Disbursements to end of March, 1926.**

REVENUE.	Amount Estimated.		Actual Receipts.		EXPENDITURE.	Amount Estimated.		Actual Disbursements.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Taxes .. .. .	32,880	0	25,671	50	Non-effective charges .. .. .	27,036	0	1,382	82
Rates .. .. .	114,000	0	26,250	11	Administrative charges .. .. .	71,662	0	16,882	36
Licences .. .. .	14,800	0	3,010	0	Health Department:—				
Judicial fines .. .. .	4,000	0	1,345	75	Sanitation Branch .. .. .	3,200	0	437	77
Tolls .. .. .	17,945	0	—	—	Conservancy .. .. .	24,783	0	5,287	15
Slaughter-house .. .. .	4,600	0	1,226	19	Scavenging .. .. .	19,024	0	4,710	53
Conservancy .. .. .	24,000	0	6,381	0	Works Department:—				
Markets .. .. .	27,000	0	8,478	76	Annually recurrent .. .. .	45,000	0	8,937	26
Rents .. .. .	6,000	0	2,252	73	Extraordinary .. .. .	13,150	0	756	2
Cemetery .. .. .	275	0	105	0	Waterworks .. .. .	4,710	0	263	59
Water .. .. .	3,400	0	652	13	Municipal Court .. .. .	2,100	0	555	93
Miscellaneous .. .. .	29,160	0	921	19	Markets .. .. .	312	0	164	0
					Slaughter-house .. .. .	1,675	0	345	19
					Cemetery .. .. .	350	0	75	0
					Street lighting .. .. .	10,120	0	2,165	13
					Miscellaneous .. .. .	43,780	0	2,554	37
Total Revenue .. .. .	278,060	0	76,294	36	Total Expenditure .. .. .	266,902	0	44,517	12
Deposits .. .. .	—	—	740	46	Deposits repaid .. .. .	—	—	500	0
Advance repaid .. .. .	—	—	312	50	Advances .. .. .	—	—	75,175	0
Total Repaid .. .. .	—	—	77,347	32	Total Disbursements .. .. .	—	—	120,192	12
Cash balance on January 1, 1926 .. .. .	—	—	296,329	91	Cash balance on March 31, 1926 .. .. .	—	—	253,485	11
Total .. .. .	—	—	373,677	23	Total .. .. .	—	—	373,677	23

**B.—Surplus and Deficit Account.**

	Amount.			Amount.	
	Rs.	c.		Rs.	c.
Expenditure from January 1 to March 31, 1926	44,517	12	Surplus on January 1, 1926	189,601	96
Surplus on March 31, 1926	221,379	20	Revenue from January 1 to March 31, 1926	76,294	36
Total	265,896	32	Total	265,896	32

**C.—Balance Sheet as at March 31, 1926.**

LIABILITIES.		Amount.		ASSETS.		Amount.	
		Rs.	c.			Rs.	c.
Deposits	..	143,968	41	Cash in Bank :—		182,525	0
Surplus	..	221,379	20	Fixed deposits	..	73,062	22
				Current account	..	2,204	11
				Uncashed cheques	..		
						70,858	11
				Cash in hand of Shroff	..		102
				Advances	..	111,862	50
Total	..	365,347	61	Total	..	365,347	61

The Municipal Office,  
Galle, April 24, 1926.

ARTHUR ARNDT,  
Secretary.

**NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."**

THE following Specifications have been accepted :—

No. 2,179 of February 27, 1926.

*Arthur Denzil Koch.*

Improvements for the protection against sun and rain of rubber latex.

*Abstract.*—A shield to cover the latex receptacle has a float attached to its under surface. The liquid raises this float, which is then drawn by weights or a spring towards the tree and under the spout.

The claims are :—

1. In improvements for the protection against sun and rain of rubber latex, the use of a shield with a float attached to it, substantially as described and illustrated.

2. In improvements for the protection against sun and rain of rubber latex a device characterized in that when the float comes in contact with the latex in the cup or receptacle that part of the shield immediately above the float is raised by the float thus forcing the rear side of the shield downwards and with the aid of the two weights or the like substantially as described the shield is completely drawn over the cup or receptacle under the spout, substantially as described and as illustrated in the accompanying drawings.

One sheet of drawings.

No. 2,186 of March 31, 1926 (Date applied for under Section 48 of the Ordinance, March 16, 1922.)

*International Overman Tire Corporation.*

Improvements in Cushion Tires.

*Abstract.*—The straight sided cushion tyre has two independent inner space separated members and two outer space separated members. The spaces are V-shaped with the apices directed towards the tread. All the members are arranged to bear the load and the inner members to act independently of each other. The outer sides converge towards the tread. The V's are undercut for clamping the tyre. Staggered recesses in the base may be provided to engage with projections on the wheel. Transverse tread recesses may be provided.

The claims are :—

1. An improved straight sided cushion tyre having two independent inner space separated members and two outer space separated members, said spaces being V-shaped with their apices directed towards the tread, all said members arranged to bear the load and the inner members adapted to act independently of each other, and wherein the outer sides converge in the direction of the tread, substantially as described.

2. A tyre as claimed in claim 1 wherein all said members converge in the direction of the tread and in which the inner members are more vertical than the outer members, substantially as described.

3. A tyre as claimed in claim 1 or 2 in which the base-portion has overhanging parts between the inner and outer members, adapted for engagement by or with devices for clamping the tyre to a wheel, substantially as described.

4. A tyre according to any of the aforesaid claims, in which the tread-portion is provided with a succession of transverse tread-recesses having vertical extensions up under the walls or members of the tyre.

5. A tyre according to claim 4 with the transverse tread-recesses extending alternately from opposite sides of the tyre until they overlap.

6. A tyre according to any of the aforesaid claims, provided with lateral halves or other parts whose bottoms together constitute the road-engaging tread of the tyre, said lateral parts being separated laterally from each other by a V-shaped or other cleft which reaches inwardly from said tread, and the tyre having cross-webs extending, at circumferential intervals, across the cleft and uniting said lateral parts.

7. A tire according to claim 6, having recesses in its tread-portions separated by transversely-extending webs which unite endwise with those extending across the cleft.

8. A tire according to claim 7, and wherein the recesses in the tread-portion of the tire constitute a longitudinal groove interrupted at intervals by the transversely-extending webs.

9. A tire comprising two cushion-tire halves or portions each of which has transverse webs, the webs of both portions connected by transverse webs which also connect said halves or portions.

10. A tire according to any of the aforesaid claims, and having two lateral parts, with the outer walls of said parts having greater thickness than the inner walls thereof substantially as described with reference to Figs. 6 or 7 of the accompanying drawings for the purposes specified.

11. A tire according to any of the aforesaid claims, with rows of substantially V-shaped annular hollow spaces separating the force-resisting and transmitting members and with their apices disposed towards the tread of the tire, said hollows being unsymmetrical in shape.

Two sheets of drawings.

No. 2,189 of April 21, 1926.

*Spiro Denis Garbis.*

Improvements in and relating to boxes, chests, crates or the like and frameworks therefor and in the manner of building and assembling the same.

*Abstract.*—Each corner of the frame is formed of three bars, each with a rectangular piece removed from the end: when they are united the corner is missing. The nailing is across the grain. Instead of a rectangular piece being removed a piece having a right-angled triangular section may be used and the members themselves may be of triangular section so that if the sides are nailed on outside there will be no sharp corner within. The re-entrant angle at the corner may be covered with boarding. Box components are made, each reinforced with two battens which will ultimately form the frame, the battens being set back a distance equal to the thickness of the box: side panels will have horizontal battens, end panels vertical and top and bottom again horizontal. Nails driven in are clinched towards the thick side of the batten.

The claims are:—

1. A manner of constructing a framework for a crate, box or the like, which consists in notching or shaping the ends of the three framework members meeting to form a corner so that they are substantially similar to one another and that they will fit together to form a joint in which the three members are each perpendicular to the other two members, characterized by the arrangement being such that all the joint securing nails, screws or means in all the members are inserted into the members in a direction perpendicular to the grain in, or the longitudinal length of, the members.

2. A manner of constructing a framework according to claim 1 for a crate, box or the like, further characterized by none of the three members forming a corner of the framework extending right up to the very corner of such framework, whereby a hollow re-entrant angled corner space is left upon fitting the said members together in the desired manner.

3. A manner of constructing a framework according to claim 1 or 2 for a crate, box or the like, wherein each of the several members of the framework are made of right-angled triangle shape in cross section, or at least with a slope on one side so as to approximate to a right-angled triangle section with the more acute angle missing, and the portion adapted to form the outer corner of each member is bevelled off substantially as or for the purpose herein explained.

4. A manner of constructing a framework according to claim 3, wherein the corner bevelled off from the corner of each member meeting to form a joint is bevelled at the same slope as the slope of the hypotenuse of the right-angle triangle section, or of the sloping side, of the member which it is intended shall engage said bevelled part.

5. A framework or the component parts therefor, constructed according to the manner claimed in any of the preceding claims.

6. A box, chest or the like for packing tea or other commodity which comprises a framework according to any of the preceding claims with the necessary six sides secured thereto.

7. A box for packing tea or other commodities according to claim 6 wherein the sides meet or form corners covering in the re-entrant corners of the said framework thereby forming small hollows or pockets at the corners as or for the purpose explained.

8. A box for packing tea or other commodities according to claim 6 or 7, wherein the members forming the frame thereof have internally sloped or bevelled surfaces, whereby no sharp corner is presented to damage the lead foil or the like within which the tea is packed or to damage the commodities packed in the box.

9. A box, crate or the like or a framework therefor, or component parts for such framework constructed, arranged or adapted to function in the manner substantially as described or substantially as described and illustrated with reference to any of the Figures 1 to 6 of the accompanying drawings.

10. A manner of building up a box or the like having a framework for example of a type such as is described in claim 5, which consists in taking the six sides which are to form the box and nailing, nailing and clinching over or rivetting to each side two of the said framework members to opposite edges of said side in such a way that the six sides so prepared shall when fitted together in proper relation to each other form a box or the like with a framework of the said kind reinforcing the inside of the box along all edges.

11. A manner of building up a box or the like according to claim 10 wherein each edge of the box is so arranged that one of the two sides meeting at said edge is, preferably as a preliminary operation, nailed and clinched (or rivetted) to the framework batten or member reinforcing said edge, and the other side of the two sides meeting at said edge is merely nailed, said last nails being driven in a direction parallel to the long or wider side of the framework batten or member.

12. A manner of building up a box or the like according to claim 10 or 11, wherein the arrangement is such that of the two sides meeting at an edge the one side, namely that one which is previously nailed and clinched to the framework batten or member which internally reinforces that edge, is secured to the wider side of the reinforcing batten, *i.e.*, is secured to the wider side of the reinforcing batten, *i.e.*, with fastening means passing through the narrower width of the batten and wherein said side projects beyond the said framework batten by a distance equal to the thickness of the other side, and the other side is set with its edge housed in contact with said projecting part of the first side and is nailed to the narrow edge of the reinforcing batten.

13. In a box built up in the manner according to any of the preceding claims 10 to 12 the feature that one of the sides meeting at an, or at each, edge is nailed with nails passing through the batten reinforcing that edge in the direction in which said batten is of least thickness, the nails used for this purpose being bent over or clinched on the inside, and the other side meeting at said edge is simply nailed with nails driven in a direction of the greater width of the batten, the construction of the edge being characterized by the fact that the side which is simply nailed is guarded by the extreme edge of the side which is nailed and clinched so that a tool cannot be introduced under the edge of the side which is nailed to prise it up.

14. A box, or component parts therefor, adapted to be built up in the manner according to any of the preceding claims 10 to 13, comprising six sides each being formed of a sheet or panel member and two battens or framework members which in the preliminary preparation stage before assembly in the finished box structure are each nailed and clinched to an opposite edge of its panel sheet on the side adapted to be the inner side of the box, characterized by the outer corner of each batten or framework member being spaced from the extreme edge of the panel sheet, to which edge it is adjacent, by an amount equal to the thickness of the panel sheeting.

15. A box, or component parts therefor, adapted to be built up in a manner according to any of the preceding claims 10 to 14, in which the six component parts each comprise a panel sheet and two framework battens, and wherein the said framework battens are the same length as the edges of the panel sheets which they reinforce.

16. A box, or component parts therefor, adapted to be built up in a manner according to any of the preceding claims 10 to 15, in which the reinforcing battens or members of the framework are of right-angled triangular section, or at least with a slope on one side namely the side adapted to, when in final position, face the inside of the box so as to approximate to a right-angled triangular section with the more acute-angle or angles missing or rounded, and/or in which the portions which would, if present, form the outer extreme corners of the framework are bevelled off for the purposes explained.

17. A manner of forming the component parts of a box structure according to any of the preceding claims 10 to 16, but more particularly according to claim 15, wherein a side is formed by taking a side panel sheet and nailing a framework batten to each of two parallel edges thereof, each the said battens being spaced to gauge distance equal to the panel sheet thickness away from the edge it reinforces, and whilst held in said position being nailed, said nails being driven through the panel and its reinforcing batten and being clinched or bent over on the inside of said batten surface, preferably by driving said nails in place against an iron or metal supporting surface below the batten, which supports the batten and panel whilst being nailed, and which metal surface deflects said nail points and turns them over to clinch them in the very act of driving the nails.

18. In a manner of forming a component part for a box structure wherein reinforcing framework battens are nailed and clinched to the box forming panels or sides, a manner of driving the nails according to claim 17, wherein the batten used has a sloping inner side which is supported on a sloping metal surface and wherein the nails are driven to meet said metal surface and wherein the nails are driven to meet said metal surface at an angle whereby the points of said nails are the more readily deflected to clinch them.

19. In a manner of forming a component part for a box structure in which reinforcing framework battens are nailed and clinched to the box forming panels or sides, the feature that the said nail points in clinching are turned in a direction at right-angles to the grain in the wood of the batten and/or are turned towards the edge of the panel or side to which the said batten is secured in order to better support said batten against the forces exerted thereon upon the driving therein of the nails which are subsequently used to secure the other side panel which meet the first upon said batten.

20. A box according to any of the preceding claims 10 to 19, in which the structure is more or less tamper-proof owing to the sides being nailed and clinched along two opposite edges and simply nailed along the remaining two edges, whereby the nailed and clinched edges prevent the simply nailed edges from being prised up without a fracture of the panel member.

21. A box formed, or of which the components are formed, according to any of the preceding claims 10 to 20, which is adapted more particularly for the packing therein of loose commodities such as tea, which box is so arranged that when five sides are assembled and are nailed together the open end is unobstructed except for relatively narrow reinforcing battens along the inner edges of a pair of opposite sides, which battens present their narrower edge to the open end, and which battens preferably have their inner surfaces bevelled or sloping, so that a lead lining may readily be introduced into the open ended box structure, there preferably being no sharp interior corners where any two sides meet in the box structure which is not already eased off or bevelled by the fastening to the interior thereof of a bevelled reinforcing framework member, and which is adapted to be closed, after the contents are packed therein, and, if a lead lining is used after the same is soldered up or otherwise securely closed, by a sixth side having a form preferably similar to that of the other five sides, which sixth side has two reinforcing battens previously secured and clinched thereto, said battens having preferably sloping bevelled inner surfaces, so that the box may be closed and completed by nailing the remaining unbattened open edges to the corresponding battens intended for the purpose.

22. A box, or component parts therefor, or method of making or assembling the same, constructed, arranged or adapted to be assembled, to function or to be used, substantially as described or substantially as described and illustrated with respect to Figures 7 to 13.

One sheet of drawings

NORMAN RAE,  
Registrar of Patents.

## LOCAL BOARD NOTICES.

### Assessment and Water Taxes, Board of Improvement, Nuwara Eliya.

IT is hereby notified that the Board of Improvement, Nuwara Eliya, has fixed the following rates for 1926. In terms of section 15 of Ordinance No. 20 of 1896, as amended by section 2, sub-section (4) of Ordinance No. 13 of 1905, assessment rate of 6 per cent. on the annual value of all houses and buildings of every description and all tenements and lands whatsoever within the limits of the Board of Improvement, Nuwara Eliya, save such as are by the Ordinance aforesaid exempted from the payment of such rates.

In terms of section 38 of Ordinance No. 20 of 1896, as amended by section 2, sub-section (4) of Ordinance No. 13 of 1905, and section 13 of Ordinance No. 15 of 1916, water rate of 6 per cent. on the annual value of all houses and buildings of every description and all tenements and lands whatsoever within the limits of the Board of Improvement, Nuwara Eliya, save such as are by the Ordinance aforesaid exempted from the payment of such rates.

Board of Improvement Office,  
Nuwara Eliya, May 1, 1926.

C. HARRISON-JONES,  
Chairman.

### Vehicles and Animals Tax, Board of Improvement, Nuwara Eliya.

IT is hereby notified that the Board of Improvement, Nuwara Eliya, has fixed the following rates for 1926. In terms of section 19 of Ordinance No. 20 of 1896, as amended by section 8 of Ordinance No. 15 of 1916, taxes on carriages, &c., not plying for hire, kept or used within the Town of Nuwara Eliya, shall be as follows:—

	Rs. c.
For every carriage of whatever description other than a cart, hackery or rickshaw	5 0
For every cart or hackery of whatever description	3 0
For every Jinricksha	2 50
For every horse, pony or mule	2 50
For every bullock or ass	1 0

save such vehicles and animals as are exempted from taxation under the said Ordinance.

Board of Improvement Office,  
Nuwara Eliya, May 1, 1926.

C. HARRISON-JONES,  
Chairman.

## SANITARY BOARD, PUTTALAM AND CHILAW DISTRICT.

Actual Statement of Revenue and Expenditure of the Sanitary Board Towns of the Chilaw and Puttalam District for 1925.

## MADAMPE.

ACTUAL REVENUE.		Rs.	c.	ACTUAL EXPENDITURE.		Rs.	c.
<i>Taxes.</i>				<i>Administration.</i>			
Assessment tax .. .. .	..	2,702	88	Salaries and allowances of office staff .. .. .	..	921	33
Commutation tax .. .. .	..	2,440	20	Salaries and allowances of outdoor staff .. .. .	..	720	0
Dog tax .. .. .	..	28	0	Uniform allowance to Sanitary Board Inspector .. .. .	..	31	65
Sale of dog collars .. .. .	..	7	50	Cost of audit .. .. .	..	112	13
Compensation on local rates on Government buildings .. .. .	..	110	8	Office contingencies .. .. .	..	200	0
<i>Licences.</i>				<i>Revenue Services.</i>			
Performances .. .. .	..	30	0	Free pass allowance to Sanitary Board clerks .. .. .	..	72	37
Liquor .. .. .	..	320	0	Travelling allowance to Sanitary Board clerks .. .. .	..	39	98
Notaries .. .. .	..	20	0	<i>Sanitation.</i>			
Opium .. .. .	..	4,587	1	Scavenging .. .. .	..	2,030	71
Motor vehicles .. .. .	..	532	50	Conservancy .. .. .	..	2,315	74
Carts .. .. .	..	385	0	Water cart .. .. .	..	—	—
Guns .. .. .	..	188	0	Cost of destroying dogs .. .. .	..	20	30
Explosives .. .. .	..	23	0	Disinfectants .. .. .	..	20	75
Petroleum .. .. .	..	165	0	<i>Lighting.</i>			
Butchers .. .. .	..	30	0	Cost of lighting lamps .. .. .	..	649	38
Refund of stamp duties on motor vehicles .. .. .	..	70	0	<i>Miscellaneous.</i>			
Auctioneers and brokers .. .. .	..	12	50	Tools and stores .. .. .	..	748	72
<i>Leases.</i>				<i>Works.</i>			
Lease of coconut trees in cemetery yard .. .. .	..	360	0	Cost of tarring Bazaar street .. .. .	..	306	0
Lease of coconut trees in latrine site .. .. .	..	17	0	Cost of works done, but not paid for in 1924 .. .. .	..	1,185	40
<i>Fines.</i>				<i>Other Payments.</i>			
Police Court and Village Tribunal fines .. .. .	..	400	10	Refund of deposits .. .. .	..	1,000	0
<i>Miscellaneous.</i>				<i>Balance on January 1, 1926 .. .. .</i>			
Slaughter house fees .. .. .	..	140	0	..	..	13,169	9
Other .. .. .	..	189	36	..	..	21,732	67
Sale of rubbish .. .. .	..	—	—	<i>Balance on January 1, 1925 .. .. .</i>			
Conservancy fees .. .. .	..	78	0	..	..	20,967	31
Sale of graves .. .. .	..	90	0	<i>Balance on January 1, 1926 .. .. .</i>			
<i>Other Receipts.</i>				..			
Tender deposits, &c. .. .. .	..	1,008	32	..			
<i>TOTAL</i>				<i>TOTAL</i>			
		13,934	45			34,901	76
		20,967	31			34,901	76
		34,901	76			34,901	76

## MARAWILA.

ACTUAL REVENUE.		Rs.	c.	ACTUAL EXPENDITURE.		Rs.	c.
<i>Taxes.</i>				<i>Administration.</i>			
Assessment tax .. .. .	..	2,913	70	Salaries and allowances of office staff .. .. .	..	306	95
Commutation tax .. .. .	..	710	0	Salary and allowance of Sanitary Board Inspector .. .. .	..	390	0
Dog tax .. .. .	..	16	0	Travelling allowance to Sanitary Board clerk .. .. .	..	10	0
Compensation on local rates on Government buildings .. .. .	..	14	40	Cost of audit .. .. .	..	50	0
<i>Licences.</i>				<i>Revenue Services.</i>			
Liquor .. .. .	..	6	0	Office contingencies .. .. .	..	80	46
Carts .. .. .	..	97	50	Uniform allowance to Sanitary Board Inspector .. .. .	..	31	50
Guns .. .. .	..	50	50	<i>Sanitation.</i>			
Notaries .. .. .	..	10	0	Wages to Sanitary Board coolies .. .. .	..	969	45
Explosives .. .. .	..	5	0	Scavenging .. .. .	..	780	0
Butchers .. .. .	..	10	0	Conservancy .. .. .	..	780	0
Motor vehicles .. .. .	..	270	0	Cost of destroying dogs .. .. .	..	—	—
Performances .. .. .	..	10	0	Disinfectants .. .. .	..	67	57
Hiring licence on motor vehicles .. .. .	..	47	50	<i>Lighting.</i>			
<i>Fines.</i>				<i>Miscellaneous.</i>			
Police Court and Village Tribunal .. .. .	..	59	70	Refund of deposits .. .. .	..	30	0
<i>Miscellaneous.</i>				<i>Works.</i>			
Slaughter-house fees .. .. .	..	34	20	Cost of works, 1925 .. .. .	..	451	50
Other .. .. .	..	0	50	Cost of 8 lamps and lamp columns .. .. .	..	—	—
Sale of rubbish .. .. .	..	120	0	Cost of works, 1924 .. .. .	..	292	40
Sale of dog collars .. .. .	..	1	25	<i>Balance on January 1, 1926 .. .. .</i>			
<i>Other Receipts.</i>				..			
Conservancy fees .. .. .	..	46	0	..	..	4,828	70
Tender deposits, &c. .. .. .	..	36	60	..	..	1,931	98
<i>TOTAL</i>				<i>TOTAL</i>			
		4,458	85			6,760	68
		2,301	83			6,760	68
		6,760	68			6,760	68

## NATTANDIYA.

ACTUAL REVENUE.		Rs.	c.	ACTUAL EXPENDITURE.		Rs.	c.
<i>Taxes.</i>				<i>Administration.</i>			
Assessment tax .. .. .	..	2,132	83	Salaries and allowances of office staff ..	..	307	18
Commutation tax .. .. .	..	954	10	Salary and allowance of Sanitary Board Inspector ..	..	357	50
Dog tax .. .. .	..	5	75	Free pass allowance to Sanitary Board clerk ..	..	35	48
Compensation on local rates on Government buildings	..	164	20	Travelling allowance to Sanitary Board clerk ..	..	—	—
<i>Licences.</i>				Office contingencies .. .. .	..	100	0
Liquor .. .. .	..	460	0	Cost of audit .. .. .	..	50	0
Carts .. .. .	..	101	0	Uniform allowance to Sanitary Board Inspector ..	..	31	50
Guns .. .. .	..	19	50	<i>Revenue Services.</i>			
Petroleum .. .. .	..	115	50	Commission to assessment tax collector ..	..	216	22
Explosives .. .. .	..	16	0	Commission to commutation tax collector ..	..	123	37
Notaries .. .. .	..	10	0	Commission to dog tax collector ..	..	2	15
Butchers .. .. .	..	20	0	Cost of dog collars .. .. .	..	1	87
Motor vehicles .. .. .	..	270	0	Remuneration to assessors .. .. .	..	—	—
Refund of stamp duties on motor vehicles ..	..	60	0	<i>Sanitation.</i>			
<i>Fines.</i>				Wages to Sanitary Board coolies .. .. .	..	999	25
Police Court and Village Tribunal .. .. .	..	133	70	Scavenging .. .. .	..	730	0
<i>Miscellaneous.</i>				Disinfectants .. .. .	..	92	83
Slaughter-house fees .. .. .	..	91	15	Cost of destroying dogs .. .. .	..	25	90
Other .. .. .	..	89	0	Conservancy .. .. .	..	840	0
Sale of dog collars .. .. .	..	1	50	<i>Lighting.</i>			
<i>Other Receipts.</i>				Cost of lighting lamps .. .. .	..	324	64
Tender deposits, &c. .. .. .	..	15	20	<i>Miscellaneous.</i>			
Lease of buildings .. .. .	..	—	—	Money order commission .. .. .	..	37	0
Lease of canal reservation .. .. .	..	85	0	Tools and stores .. .. .	..	44	43
				Other .. .. .	..	109	92
				Contribution to District School Committee ..	..	300	0
				<i>Works.</i>			
				Part cost of putting up a permanent bridge on the			
				Gansabhawa approach road to Nattandiya School	..	100	0
				Cost of works, 1924 .. .. .	..	—	—
				Improving latrine .. .. .	..	—	—
				Cost of works, 1925 .. .. .	..	10	0
				*Cost of 4 lamps and 3 lamp columns .. .. .	..	—	—
				<i>Other Payments.</i>			
				Refund of deposits .. .. .	..	27	0
				<hr/>			
				Balance on January 1, 1925 .. .. .	..	4,744	43
					..	2,749	25
				<hr/>			
					..	4,866	24
				Balance on January 1, 1926 .. .. .	..	2,627	44
				<hr/>			
					..	7,493	68
				<hr/>			

## UDAPPU.

ACTUAL REVENUE.		Rs.	c.	ACTUAL EXPENDITURE.		Rs.	c.
<i>Taxes.</i>				<i>Administration.</i>			
Assessment tax and arrears .. .. .	..	1,196	52	Cost of audit .. .. .	..	25	0
Commutation tax .. .. .	..	1,168	0	Fees for writing assessment receipts in Tamil ..	..	10	0
Compensation on local rates on Government buildings	..	11	92	<i>Revenue Services.</i>			
Dog tax .. .. .	..	4	0	Commission to assessment tax collector ..	..	50	16
Sale of dog collars .. .. .	..	4	0	Commission to commutation tax collector ..	..	82	54
<i>Licences.</i>				Commission to dog tax collector .. .. .	..	1	60
Carts .. .. .	..	26	0	Remuneration to assessors .. .. .	..	90	0
Guns .. .. .	..	31	50	<i>Sanitation.</i>			
Performances .. .. .	..	10	0	Wages to Sanitary Board coolies .. .. .	..	975	0
<i>Miscellaneous.</i>				Scavenging .. .. .	..	650	0
Fines, Police Court .. .. .	..	10	0	Disinfectants .. .. .	..	22	0
Other .. .. .	..	0	68	<i>Miscellaneous.</i>			
<i>Other Receipts.</i>				Tools and stores .. .. .	..	25	1
Deposits, &c. .. .. .	..	308	87	Other .. .. .	..	251	0
				Contribution to District School Committee for			
				1924 and 1925 .. .. .	..	100	0
				<i>Works.</i>			
				Cost of works .. .. .	..	—	—
				<hr/>			
				Balance on January 1, 1925 .. .. .	..	2,771	49
					..	0	3
				<hr/>			
					..	2,822	31
				Balance on January 1, 1926 .. .. .	..	489	21
				<hr/>			
					..	2,771	52
				<hr/>			

KALPITIYA.			
ACTUAL REVENUE.		ACTUAL EXPENDITURE.	
<i>Taxes.</i>		<i>Administration.</i>	
Assessment tax ..	4,120 36	Salaries and allowances of office staff ..	307 19
Commutation tax ..	1,138 0	Cost of audit ..	62 0
Dog tax ..	16 25	Fees for writing assessment receipts in Tamil ..	10 0
Sale of dog collars ..	5 0	Office contingencies ..	100 0
Compensation on local rates on Government buildings ..	14 40	Travelling allowance to Sanitary Board clerk ..	10 50
<i>Licences.</i>		Free pass allowance to Sanitary Board clerks ..	36 3
Petroleum ..	30 0	Salary and allowances to Sanitary Board Inspector ..	728 39
Liquor ..	4 0	<i>Revenue Services.</i>	
Carts ..	79 0	Commission to assessment tax collector ..	106 47
Performances ..	8 0	Commission to commutation tax collectors ..	78 45
Guns ..	195 50	Commission to dog tax collector ..	6 15
Notaries ..	—	Cost of dog collars ..	—
Explosives ..	22 0	Remuneration to assessors ..	90 0
Motor vehicles ..	250 0	<i>Sanitation.</i>	
Butchers ..	—	Wages to Sanitary Board coolies ..	1,719 7
Refund of stamp duties on motor vehicles ..	40 0	Scavenging ..	1,418 8
<i>Rents.</i>		Other charges ..	—
Fish market ..	132 55	Cost of destroying dogs ..	—
Green market ..	375 0	<i>Miscellaneous.</i>	
<i>Leases.</i>		Refund of deposits ..	47 12
Lease of tamarind tree ..	14 50	Tools and stores ..	36 78
<i>Miscellaneous.</i>		Money order commission ..	26 60
Sale of rubbish ..	165 0	Other ..	190 37
Other ..	20 72	<i>Lighting.</i>	
Fines, Police Court, &c. ..	45 0	Cost of lighting lamps ..	284 26
Deposits ..	175 46	<i>Works</i>	
Balance on January 1, 1925 ..		Cost of works, 1925 ..	551 50
6,850 74		Repairs to public well, 1924 ..	24 85
1,837 78		Repairs to fish market ..	—
8,688 52		Repairs to green market ..	—
Balance on January 1, 1926 ..		Repairs to dust bins ..	—
1,837 78		Cost of works, 1924 ..	—
8,688 52		Part cost of putting up a latrine ..	—
8,688 52		Balance on January 1, 1926 ..	2,854 71
8,688 52		8,688 52	

April 30, 1926.

R. H. WHITEHORN,  
Chairman.**NOTICES UNDER THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920.****Auctioneer and Broker.**

THE following person was licensed during the month of March, to carry on the trade or business of Auctioneer and Broker within the limits of the Panadure Urban District Council area 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.—

N. Peter de Silva, Auctioneer and Broker.

The Urban District Council Office,  
Panadure, April 24, 1926.M. H. JAYATILLEKE,  
for Chairman.**ROAD COMMITTEE NOTICES.****Preston Junction-Agra Branch Road.**

(Between Preston Junction and end of Agra road.)

NOTICE is hereby given that compensation for tea bushes the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the under-mentioned estates to make up the contributions of Rs. 283, being cost of compensation for 283 tea bushes:—

Total acreage, 8,952—Rate per acre, '03161c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Ceylon Tea Plantation Company, Limited.	Glenlyon, Stair, and Polmont	683	21 59
Agra Ouvah Estates Co.	Agra Ouvah	331	10 47
Do.	Fankerton	193	6 4
Heirs of R. W. Wickham	Holmwood	391	12 36

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Galaha Ceylon Tea Estates and Agency Co. (Henry Thompson)	Hauteville	320	10 12
Do.	Woodlake	162	5 12
Do.	Freshwater	251	7 94
Do.	St. George	263	8 32
John K. Gilliat & Co. (D. F. Fitz-Gibbon) (Cumberbatch & Co.)	Sutton	275	8 76
Glasgow Estates Company, Ltd.	Glasgow	472	14 92
Ceylon Tea Plantation Co., Ltd. (F. Lushington)	Waverly	157	4 97
Portmore Tea Estates Co., Ltd.	Aldourie	269	8 51

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Glasgow Estates Company, Ltd.	Nithsdale	242	7 65
Portmore Tea Estates Co., Ltd.	Portmore	311	9 84
Balmoral Ceylon Estates, Co., Ltd.	Sandringham and Yarravale	542	17 14
Heirs of T. Mackie and P. Moir (W. B. Bartlett)	Lot 112,364 Powysland	165	5 22
Lutyens Bros. (F. Lushington)	Mornington	417	13 19
Ceylon Tea Plantations Co., Ltd.	Ardallie	209	6 61
New Dimbula Company, Ltd.	Diyagama	3,125	98 79
Heirs of J. M. Sayres	Nutbourne	172	5 44
	Total	283	0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman, Provincial Road Committee, Central Province, Kandy, on or before June 10, 1926.

W. L. KINDERSLEY,

Provincial Road Committee's Office, Kandy, April 27, 1926. Chairman.

**Nomination of Members, Local Committee.**

NOTICE is hereby given that the following gentlemen have been nominated, under "The Branch Roads Ordinance, No. 14 of 1896," to act as members of the Local Committee, for the Leangahawela-Poonagalla road for the years 1926 and 1927:—

Messrs. R. G. Coombe (Chairman), G. R. Pippet, C. de Lemos, and R. G. Coombe (as representing Broughton estate).

Provincial Road Committee, Badulla, April 30, 1926.

R. A. G. FESTING, Chairman.

**Nomination of Members, Local Committee.**

NOTICE is hereby given that the following gentlemen have been nominated, under "The Branch Roads Ordinance, No. 14 of 1896," to act as members of the Local Committee for the Koslanda-Poonagalla road for the years 1926 and 1927:—

Messrs. L. G. Byatt (Chairman), R. G. Coombe, and G. R. Pippet.

Provincial Road Committee, Badulla, April 30, 1926.

R. A. G. FESTING, Chairman.

**Gevilipitiya-Hatgampola 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 building a retaining wall at about 1¼ mile of the under-mentioned road in repair of road embankment damaged by flood water, 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," will on Friday, May 14, 1926, at 3 P.M. at their office in Ratnapura, proceed to assess the under-mentioned estates, to make up the private contributions:—

**GEVILIPITIYA-HATGAMPOLA BRANCH ROAD.**

(Estimate No. D 930, March 27, 1926.)

Government moiety	Rs. 425.00
Private Contributions	Rs. 439.87

Proprietors or Agents.	Estates.	Acreage.
E. L. Ebrahim Lebbe Marikkar, No. 9, Gasworks street, Colombo	Yellangowrie	440
W. L. Strachan (Rubber Estates of Ceylon, Ltd.) (The Galaha Ceylon Tea Estates and Agency Co., Agents)	Debatgama Group, Debatgama, Orakanda	1,471
	Total	1,911

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

J. M. DE SILVA, for Chairman.

Provincial Road Committee, Ratnapura, April 26, 1926.

**Bevilla-Digowa Estate Cart Road.**

NOTICE is hereby given that the Local Committee, for the above road having reported to the Provincial Road Committee of the Province of Sabaragamuwa, that the estates interested in the said road have been assessed for the expenditure incurred from January 1 to December 31, 1925, in the maintenance of the said road on the acreages and for the sections at Rs. 2,123.56, as shown in the subjoined schedule, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 24 of "The Estate Roads Ordinance, No. 12 of 1902," will on Friday, May 14, 1926, at 3 p.m. at their office in Ratnapura, proceed to consider and confirm the assessment made by the Local Committee, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions:—

**SCHEDULE REFERRED TO.**

*Section A from Diowa Factory to Tatuwalakanda Boundary, a distance of ¾ mile.*

Proprietors or Agents.	Estates.	Acreage.	Contribution. Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	97 50
Messrs. L. Bayly and R. G. Talbot	Digowa	541	119 89
Mr. D. D. Pedris, Vimal Villa, Colombo	Donrill	130	28 81
	Total		246 20

*Section B from Tatuwalakanda Boundary to Ambalampitiya at the Sitawaka-ganga, a distance of 1½ mile.*

**1st section, 1 mile.**

Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	202 97
Messrs. L. Bayly and R. G. Talbot	Digowa	541	249 57
Mr. D. D. Pedris, Colombo	Donrill	130	59 96
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwalakanda	340	156 84
Do.	do.	100	23 6

**2nd section, ½ mile.**

Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	91 73
Messrs. L. Bayly and R. G. Talbot	Digowa	541	112 78
Mr. D. D. Pedris, Colombo	Donrill	130	27 9
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwalakanda	340	70 88
Do.	do.	100	10 42
	Total		1,005 30



Section C from Ambalampitiya at the Sitawaka-ganga to Bevilla Cart Road, a distance of 2½ miles.

1st section, 1 mile.			
Proprietor or Agents.	Estates.	Acreage.	Contri- bution- Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	97 71
Messrs. L. Bayly and R. G. Talbot	Digowa	541	120 13
Mr. D. D. Pedris, Colombo	Donrill	130	28 86
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwala-kanda	340	75 50
Do.	do.	100	11 10
Mr. T. A. de S. Wijeratna, Caffoor buildings, Fort, Colombo	Pannila	185	41 8
Messrs. D. C. Wijewardena and D. L. Welikala, Proctor, Avissawella	Patberiya	67	14 88
C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambalapitiya	Gangaturiya	30	6 66
W. S. Kadigawa	Kirigalla	20	4 44
			400 36

2nd section, 1 mile.			
Proprietor or Agents.	Estates.	Acreage.	Contri- bution- Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	83 56
Messrs. L. Bayly and R. G. Talbot	Digowa	541	102 74
Mr. D. D. Pedris, Colombo	Donrill	130	24 69
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwala-kanda	340	64 57
Do.	do.	100	9 50
T. A. de S. Wijeratna	Pannila	185	35 13
Messrs. D. C. Wijewardena and D. L. Welikala Proctor, Avissawella	Patberiya	67	12 72
C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambalapitiya	Gangaturiya	30	5 69
W. S. Kadigawa	Kirigalla	20	3 80

3rd section, ½ mile.			
Proprietors or Agents.	Estates.	Acreage.	Contri- bution. Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	31 55
Messrs. L. Bayly and R. G. Talbot	Digowa	541	38 79
Mr. D. D. Pedris, Colombo	Donrill	130	9 32
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwala-kanda	340	24 39
Do.	do.	100	3 59
T. A. de S. Wijeratna	Pannila	185	13 27
Messrs. D. C. Wijewardena and D. L. Welikala, Proctor, Avissawella	Patberiya	67	4 80
C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambalapitiya	Gangaturiya	30	2 15
W. S. Kadigawa	Kirigalla	20	1 44
	Total.		872 6
	Grand Total		2,123 56

Summary.								
Estates.	Acres.	A.		B.		C.		Total.
		Rs.	c.	Rs.	c.	Rs.	c.	
Manikanda	440	97	50	294	70	212	82	605 2
Digowa	541	119	89	362	35	261	66	743 90
Donrill	130	28	81	87	5	62	87	178 73
Tatuwalakanda	340		*	227	72	164	46	392 18
Tatuwalakanda (W. J. F. Soysa)	100			33	48	24	19	57 67
Pannila	185					89	48	89 48
Patberiya	67					32	40	32 40
Gangaturiya	30					14	50	14 50
Kirigalla	20					9	68	9 68
Total	1,853	246	20	1,005	30	872	6	2,123 56

N.B.—The assessment on Tatuwalakande (100 acres jungle), is based on ½ the acreage.

Provincial Road Committee,  
Ratnapura, April 26, 1926.

J. M. DE SILVA,  
for Chairman.