



# THE CEYLON GOVERNMENT GAZETTE

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## PART I.—GENERAL.

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

	PAGE		PAGE
Minutes by the Governor .. .. .	—	Miscellaneous Departmental Notices ..	1694
Proclamations by the Governor .. ..	1646	Sales of Arrack and Toll Rents .. .. .	—
Appointments by the Governor .. .. .	1648	“ Excise Ordinance ” Notices .. .. .	—
Appointments, &c., of Registrars .. ..	1649	Proceedings of Municipal Councils .. ..	1702
Government Notifications .. .. .	1651	Patents Notifications .. .. .	—
Currency Commissioners' Notices .. ..	—	Local Board Notices .. .. .	1710
Revenue and Expenditure Returns .. ..	—	Road Committee Notices .. .. .	1711
Notices calling for Tenders .. .. .	1655	“ Local Government Ordinance ” Notices ..	1711
Sales of Unserviceable Articles, &c. .. .	1657	Trade Marks Notifications .. .. .	1712
Vital Statistics .. .. .	1659	Notices to Mariners .. .. .	—
Unofficial Announcements .. .. .	1660	Meteorological Returns .. .. .	—
Specifications under “ The Irrigation Ordinance ” ..	—	Books registered under Ordinance No. 1 of 1885 ..	—

COLOMBO :

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## PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS by Chapter II., section 5, and sub-section (b), of "The Forest Ordinance, No. 16 of 1907," it is enacted that whenever the following event has occurred, viz., when lands have been declared the property of the Crown by an order passed under "The Waste Lands Ordinances, 1897 to 1903," the Governor may, by Proclamation to be published in the *Government Gazette*, declare all or any of such lands or any part or parts thereof to be a reserved forest, and such Proclamation shall specify the limits of the forest which it is intended to reserve, and declare the same to be reserved from a date fixed by such Proclamation :

And whereas the lands hereinafter mentioned have been declared the property of the Crown by orders Nos. 42, 68, 72, 75, 76, 97, 101, 218, 249, 257, 562, 572, 669, 702, 703, 731, 743, 771, 773, 774, 933, 934, 948, 968, 997, 1,042, 1,103, 1,143, 1,214, 6,215, and 6,476 under "The Waste Lands Ordinances of 1897, 1899, 1900, and 1903," on September 25, 1903 ; December 18, 1903 ; March 31, 1904 ; June 2, 1904 ; December 30, 1904 ; February 24, 1905 ; July 26, 1901 ; September 6, 1901 ; September 13, 1901 ; August 22, 1902 ; September 5, 1902 ; January 16, 1903 ; January 30, 1903 ; February 6, 1903 ; February 20, 1903 ; February 27, 1903 ; July 24, 1903 ; August 14, 1903 ; September 25, 1903 ; December 4, 1903 ; December 31, 1903 ; May 20, 1904 ; September 16, 1904 ; April 14, 1905 ; November 15, 1907 ; and November 24, 1911 ; and appearing in the *Government Gazettes* Nos. 5,943 of September 25, 1903 ; 5,960 of December 18, 1903 ; 5,980 of March 31, 1904 ; 5,989 of June 2, 1904 ; 6,027 of December 30, 1904 ; 6,039 of February 24, 1905 ; 5,793 of July 26, 1901 ; 5,800 of September 6, 1901 ; 5,801 of September 13, 1901 ; 5,873 of August 22, 1902 ; 5,875 of September 5, 1902 ; 5,900 of January 16, 1903 ; 5,902 of January 30, 1903 ; 5,903 of February 6, 1903 ; 5,907 of February 20, 1903 ; 5,908 of February 27, 1903 ; 5,933 of July 24, 1903 ; 5,936 of August 14, 1903 ; 5,943 of September 25, 1903 ; 5,958 of December 4, 1903 ; 5,963 of December 31, 1903 ; 5,987 of May 20, 1904 ; 6,006 of September 16, 1904 ; 6,048 of April 14, 1905 ; 6,215 of November 15, 1907 ; and 6,476 of November 24, 1911 ; and it is expedient to specify the limits of such forest :

Now know all men that We, the Governor, do by this Our Proclamation proclaim the forest, the limits of which are set forth in the schedule hereto subjoined, to be a reserved forest from and after May 8, 1926; and We do hereby further specify the limits of the said reserved forest to be those set forth in the said schedule.

Colombo, May 21, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

The land called or known as Rammalekanda forest reserve, situated in the villages Dampahala Pasgoda, Ehalakanda, Andaluwa, and Mawarala of the Morawak korale of the Matara District, and villages Saputantirikanda, Warapitiya, Galpotukanda, and Pingalle of the West Giruwa pattu of the Hambantota District of the Southern Province, comprising lots 1 and 15 in forest survey preliminary plan No. 28 and lot 1 in forest survey preliminary plan No. 29, containing in extent 4,309 acres and 35 perches, exclusive of lots 3, title plans Nos. 296,391, 296,393, 296,392, 290,424, 275,535, 290,736, 318,555, 4G, 4r, 4L, title plan No. 243,976, lots 7, 11, 9, 12 in final village plan No. 51, title plans Nos. 370,965, 368,690, lots 4, 5, 6, title plan No. 370,966, lots 8, 9, title plan No. 371,017, lot 11, title plans Nos. 371,018, 368,691, 371,019 in forest survey preliminary plan No. 29, title plan No. 243,978, lot 5 in final village plan No. 21, lots 28A and 32 in final village plan No. 39, lots 39 and 40 in final village plan No. 37, and roads and paths retained for the use of the public; and bounded as follows :—

North by the Inn-dola, lots 92, 122, 118, 112, 117, 116, 115, 90A, 90, Tithala-dola 90B, 49, 49½, 34, and 33 in final village plan No. 20, and the limit of Hambantota District.

East by the Gansabhawa path from Kirama to Urubokka, lot 1B, title plan No. 300,166 and lot 1½ in final village plan No. 52, the Etadiye-dola, the village limit of Saputantirikanda, final village plan No. 51, the limit of Hambantota District, lots 107, 102, and 100 in final village plan No. 43, lots 31 and 32 in forest survey preliminary plan No. 28, and the Boraluketiya-dola.

South by the limit of Kandaboda pattu and lots 20 and 163 in final village plan No. 43.

West by lots 20 and 162 in final village plan No. 43, lot 30 in forest survey preliminary plan No. 28, the Peelle-dola, and lot 80 in final village plan No. 43, lots 28 and 27 in forest survey preliminary plan No. 28, lots 81, 85, 86, 87, the Labugaha-dola, title plans Nos. 329,674, 248,165, lots 48, 41, and 40 in final village plan No. 43, lot 23 the Ellapahala-dola in forest survey preliminary plan No. 28, lots 35 and 36 in final village plan No. 43, lots 20 and 19 in forest survey preliminary plan No. 28, title plan No. 248,343, lot 18 in forest survey preliminary plan No. 28, lots 24, 25, 8, 11, 13, 14, and 15 in final village plan No. 43, lot 17 in forest survey preliminary plan No. 28, lot 20A in final village plan No. 43, the limit of Ehalakanda village, final village plan No. 37, lots 21 and 22 in final village plan No. 43, lot 35A and the Gilenehena-dola in final village plan No. 37, lot 16 in forest survey preliminary plan No. 28, lot 24, title plan No. 253, 562, the Bata-attewala-dola, the Maragas-dola, lots 10 and 9 in final village plan No. 39, lots 13 and 14 in forest survey preliminary plan No. 28, the Halgas-dola, lot 12, the Maragas-dola, lots 26, 20½, 21, 22, 23, 20½, title plan No. 163, 381, lots 16, 15, 6, title plans Nos. 163,383, 268,530, the Hoototuwa-dola, lot 3, the District Road Committee road from Matara to Urubokka, lots 53 and 1½ in final village plan No. 39, the Bakmideniya-dola, lots 141, 142½, the Mulan-dola, lots 81, 82, and the Dolamulla-dola in final village plan No. 21, lots 9, 12, and 10 in forest survey preliminary plan No. 28, lots 17, the Metihakka-dola, lots 17C, 17, 14A, 15, the Ilukdeniya-dola, lot 28 and the Dewe-dola in final village plan No. 21, lots 8 and 6 in forest survey preliminary plan No. 28, lots 10, 38, 9, and 8 in final village plan No. 21, lots 5, 4, 3, and 2 in forest survey preliminary plan No. 28, lots 40, the Gansabhawa path from Pasgoda to Urubokka, lot 4, and the Pasgoda-ganga in final village plan No. 21.

## BY HIS EXCELLENCY THE GOVERNOR.

## A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS by Chapter II., section 5, and sub-section (b), of "The Forest Ordinance, No. 16 of 1907," it is enacted that whenever the following event has occurred, viz., when lands have been declared the property of the Crown by an order passed under "The Waste Lands Ordinances, 1897 to 1903," the Governor may, by Proclamation to be published in the *Government Gazette*, declare all or any of such lands or any part or parts thereof to be a reserved forest, and such Proclamation shall specify the limits of the forest which it is intended to reserve, and declare the same to be reserved from a date fixed by such Proclamation :

And whereas the lands hereinafter mentioned have been declared the property of the Crown by orders Nos. 70, 73, 81, 82, 91, 120, 134, 140, 144, 145, 148, 160, 179, 180, 182, 1,279, 1,363, 1,380, and 1,415 passed under "The Waste Lands Ordinances of 1897, 1899, 1900, and 1903," on December 9, 1904 ; December 23, 1904 ; May 19, 1905 ; September 1, 1905 ; February 9, 1906 ; August 10, 1906 ; September 14, 1906 ; November 23, 1906 ; June 28, 1907 ; December 22, 1905 ; September 14, 1906 ; December 14, 1906 ; and February 15, 1907, and appearing in the *Government Gazettes* Nos. 6,023 of December 9, 1904 ; 6,026 of December 23, 1904 ; 6,053 of May 19, 1905 ; 6,072 of September 1, 1905 ; 6,103 of February 9, 1906 ; 6,135 of August 10, 1906 ; 6,141 of September 14, 1906 ; 6,155 of November 23, 1906 ; 6,192 of June 28, 1907 ; 6,096 of December 22, 1905 ; 6,141 of September 14, 1906 ; 6,161 of December 14, 1906 ; and 6,170 of February 15, 1907 ; and it is expedient to specify the limits of such forest :

Now know all men that We, the Governor, do by this Our Proclamation proclaim the forest, the limits of which are set forth in the schedule hereto subjoined, to be a reserved forest from and after May 8, 1926 ; and We do hereby further specify the limits of the said reserved forest to be those set forth in the said schedule.

Colombo, May 21, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

GOD SAVE THE KING.

## SCHEDULE REFERRED TO.

The land called or known as Sinharaaja forest reserve, situated in the villages of Gigurewa, Kosmulla, Tambalagama, Radagoda, Lankagama, Watugala, and Madugota of the Hinidum pattu of the Galle District and villages Mederipitiya, Kiriwal-dola, and Kiriwalagama of the Morawak korale of the Matara District, in the Southern Province, comprising lots 1, 1A, 1B, 1C, 2, 2A, 3, 3A, 3B, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 4, 4A, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 4I, 4J, 4K, 5, 5A, 5B, 6, 7, 7B, 7C, 7D, 7E, 7F, 7G, 7I, 7K, 7N, 7O, 7P, 7Q, 7R, 7S, 7T, 7U, 7V, 7W, 19, 25, 25A, 33, 33A, 37, 38, 38B, 38C, and 38D in final village plan No. 101 ; lots 1, 1A, 1B, 1C, 1D, 1E, 1G, 1I, 1J, 1K, 1L, 1M, 1N, 2, 2A, 2C, 2D, 2E, 2F, 2G, 2I, 2J, 2K, 2L, 2M, 2N, 2O, 2P, 2Q, and 2R in final village plan No. 102 ; lots 1, 1A, 1B, 1C, 1D, 1E, 1F, 2, 2A, 3, 3C, 3D, 3E, 3F, 3G, 3H, 3I, 5, 5A, 5B, and 6 in final village plan No. 103 ; lot 1 in final village plan No. 105 ; lots 1D, 1D1, 7, 7A, 7B, 8, 8B, 8D, 8E, 8F, 9, 11, 11A, 11B, and 11C in final village plan No. 120 ; lots 1, 1B, 1C, 1D, 1F, 1H, 1I, 1J, 2, 2B, 2D, 2E, 2G, 2H, 9, 9A, 9C, 9D, 9E, 9F, 9G, 10, 10A, 10B, 11, and 12 in final village plan No. 122 ; lots 3, 3D, 3E, 3F, 5, 5C, 7, 26, 26A, 26B, 27, 27C, 27D, 27E, 27F, 27G, 27H, 28, 28D, 28G, 28H, 28K, 28L, 28M, 28N, 28O, 29, 29B, 29C, 29D, 30, 30A, 30B, 41, 41B, 41C, 42, and 42A in final village plan No. 189 ; and lots 1, 8, 9, and 16 in forest survey preliminary plan No. 23 ; containing in extent 9,203 acres 2 roods and 27 perches, exclusive of lots 8, 24, 26, 7U, 7H, 7J, 27, 28, 7M, 23, 29, 30, 31, 32, 34, 35, 36 in final village plan No. 101 ; lots 1 F, 1H, and 2H in final village plan No. 102 ; lots 4, 3B in final village plan No. 103 ; lots 6, 5B, 4, 41D, 28E, 28I, 28F, 28J, 28C, 28B, 35, 36, 34, 33, 32, 31, 3C, 1, 2, 1A, 3B, 3B1, 27A1, 27A2, 27A, 3A1, 3A, 29A, 27B in final village plan No. 189 ; lots 1A, 1E, 1G, 9B, 2C, 2F, 2I, 4, 5, 6, 7, 8, 2A, and 3 in final village plan No. 122 ; lots 8C and 10 in final village plan No. 120 ; and lots 53, 52, 51, 50, 54, 55, 21B, 56, 57, 47, 48F, 48G in final village plan No. 124 ; lots 6, 7, 19, and 18 in forest survey preliminary plan No. 23 ; lots 28 and 20 in final village plan No. 192 ; title plans Nos. 365,810, 259,998, 365,812 ; lots 29, 8O, 8L, 8M, 8N, 28 in final village plan No. 125, and roads and paths retained for the use of the public ; and bounded as follows :—

North by the limit of the Province of Sabaragamuwa and title plan No. 82,908.

East by lots 2, 8, 8D1A, 8D4A, Arambe-dola, and lot 17 in final village plan No. 125.

South by Kiriwal-dola, Galpotuwalahena-dola, lots 8A, 5A, Ugudua-dola, Inn-dola, lots 14, 15, 16, 21B, and 17 in final village plan No. 192, lot 10 in forest survey preliminary plan No. 23, lots 24, 23, and 22 in final village plan No. 192, title plan No. 371,652, lots 21A, 30 in final village plan No. 192, Endapaula-dola and Maha-dola, lots 14 and 15 in final village plan 124, lot 13 in final village plan No. 192, title plan No. 365,811, lots 20, 21, 22, 23, and 25 in final village plan No. 124, title plan No. 257,206, lots 4 and 5 in forest survey preliminary plan No. 23, lots 38, 39, 21M, 40, and 40C in final village plan No. 124, Gin-ganga, the limit of Matara District, the village limit of Lankagama, final village plan No. 120, lot 1A, the Ittikakuna-dola, lot 8A, and the Kara-dola in final village plan No. 120, Pinnawala-dola, lots 28A, 41A, Vidanagal-dola, Warukandeniya-dola, lots 5A and 8 in final village plan No. 189.

West by the village limit of Radagoda final village plan No. 105, lot 1A in final village plan No. 105, lot 3A in final village plan No. 103, the village limit of Kosmulla, final village plan No. 102, lots 2B and 10 and 12 in final village plan No. 102, Gin-ganga, lot 38A in final village plan No. 101, Gigurewe-ela, Horakanteliya-dola, lots 7A, 20, 21, 22, 16, and 7X in final village plan No. 101.

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

No. 192 of 1926.

**H**IS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to appoint Mr. J. M. DE SILVA to Class V. of the Ceylon Civil Service, with effect from April 12, 1926.

By His Excellency's command,  
Colonial Secretary's Office,      A. G. M. FLETCHER,  
Colombo, May 19, 1926.                      Colonial Secretary.

No. 193 of 1926.

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

Mr. E. T. DYSON to be Assistant at Kalutara to the Government Agent, Western Province; Deputy Fiscal for the Kalutara District; Additional Police Magistrate for the judicial divisions of Kalutara and Panadure; Assistant Collector of Customs, Beruwala; Local Authority under the Petroleum Ordinance for the District of Kalutara; and Receiver of Wrecks for the District of Kalutara, with effect from May 15, 1926, until further orders.

Mr. C. A. WICKS to act as Assistant Director of Education and a Member of the Board of Education from April 28, 1926, until further orders.

Mr. M. PRASAD to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kalutara, with effect from May 18, 1926, until further orders.

Mr. G. P. KEUNEMAN to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Matara, and Additional District Judge, Tangalla, from May 15, 1926, until the assumption of duties by Mr. W. SANSONI or until further orders.

Mr. W. SANSONI to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Matara, and Additional District Judge, Tangalla, with effect from May 17, 1926, until further orders.

Mr. E. T. DYSON to act, in addition to his own duties, as Additional District Judge, Matara, on May 19, 1926.

Mr. L. H. DE ALWIS to act as Commissioner of Requests and Police Magistrate, Negombo, and Assistant Superintendent of the Prison at Negombo, with effect from May 15, 1926, until further orders.

Mr. S. C. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, during the absence of Mr. L. H. DE ALWIS, on May 22, 23, 29, and 30, 1926.

Mr. N. I. LEE to act as Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Kandy, during the absence of Mr. H. P. KAUFMANN, on May 19 and 20, 1926, or until the resumption of duties by that officer.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chayakachcheri, during the absence of Mr. M. H. KANTAWALA, from May 21, 1926, until the resumption of duties by that officer.

Mr. J. ALOYSIUS FERNANDO to act as Additional Commissioner of Requests and Police Magistrate, Kalutara, from May 24 to 28, 1926, inclusive.

Mr. L. A. NORTHCROFT to act, in addition to his own duties, as Additional Commissioner of Requests, Point Pedro, on May 22, 1926.

Mr. A. R. SUBRAMANIAM to act as Additional Commissioner of Requests and Police Magistrate, Mallakam, from May 19 to 21, 1926, inclusive.

Mr. J. KADRAMATAMBY to act as Additional Commissioner of Requests and Police Magistrate, Batticaloa, from May 16 to 22, 1926, inclusive.

Mr. F. MARKUS to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. A. E. CHRISTOFFELSZ, on May 19 and 20, 1926, or until the resumption of duties by that officer.

Mr. B. L. DRIEBERG to act as Additional Police Magistrate, Avissawella, on May 19, 1926.

Mr. G. P. KEUNEMAN to act as Additional Police Magistrate, Matara, on May 28 and 29, 1926.

Captain A. F. WEMYSS, M.C., to be a Justice of the Peace and Unofficial Police Magistrate for the judicial divisions of Kandy and Nuwara Eliya-Hatton during the absence of Mr. W. C. HAWKES from the Island.

Mr. R. V. ROUTLEDGE to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Dumbara during the absence of Mr. E. W. KEITH from the Island.

Mr. E. H. MELLOR to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton.

Mr. NORMAN STEWART to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Badulla-Haldummulla during the absence of Mr. R. E. H. DICKINSON from the Island.

By His Excellency's command,  
Colonial Secretary's Office,      A. G. M. FLETCHER,  
Colombo, May 21, 1926.                      Colonial Secretary.

No. 194 of 1926.

**I**T is hereby notified that HIS EXCELLENCY THE GOVERNOR, in exercise of the powers vested in him by sub-section (2) of section 6 of "The Widows' and Orphans' Pension Fund Ordinance, No. 1 of 1898," and with the advice of the Executive Council, has been pleased to cancel and annul as from and after May 21, 1926, the appointment of Mr. W. T. SOUTHOORN as a Director of the Widows' and Orphans' Pension Fund.

By His Excellency's command,  
Colonial Secretary's Office,      A. G. M. FLETCHER,  
Colombo, May 20, 1926.                      Colonial Secretary.

No. 195 of 1926.

**I**T is hereby notified that HIS EXCELLENCY THE GOVERNOR, in exercise of the powers vested in him by sub-section (3) of section 6 of "The Widows' and Orphans' Pension Fund Ordinance, No. 1 of 1898," and with the advice of the Executive Council, has been pleased to appoint the Hon. Mr. F. G. TYRRELL, being a public officer, to be a Director of the Widows' and Orphans' Pension Fund as from and after May 21, 1926, in place of Mr. W. T. SOUTHOORN, whose appointment as a Director has been cancelled.

By His Excellency's command,  
Colonial Secretary's Office,      A. G. M. FLETCHER,  
Colombo, May 20, 1926.                      Colonial Secretary.

No. 196 of 1926.

IT is hereby notified that Mr. R. O. DE SARAM resumed duties as Deputy Fiscal, Colombo, on May 17, 1926.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 19, 1926. Colonial Secretary.

No. 197 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 11 (2) of Ordinance No. 11 of 1920, to nominate Dr. E. W. SCHARENGUIVEL, Provincial Surgeon, Northern Province, to be a Member of the Jaffna Urban District Council, in place of Dr. F. V. FOENANDER, transferred.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 18, 1926. Colonial Secretary.

No. 198 of 1926.

IT is hereby notified that Mr. L. VAN DER SPOEL has returned to the Island and has resumed duties as Consul for the Netherlands at Colombo.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 21, 1926. Colonial Secretary.

No. 199 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON ARTHUR JOSEPH TUDUGALLA of Saidewatta, Grandpass, Colombo, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 17, 1926. Colonial Secretary.

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

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON CAROLIS DE ALWIS SAMARADIWAKARA JAYASUNDARA to be Registrar of Lands of the Hambantota District, holding office at Tangalla, with effect from June 1, 1926, *vice* Mr. D. J. JAYASUNDARA, transferred.

By His Excellency's Command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 19, 1926. Colonial Secretary.

IT is hereby notified that I have appointed MANUEL PULLE BASTIAMPULLE to act as Deputy Medical Registrar of Births and Deaths of Gampola town division, in the Kandy District of the Central Province, for eighteen days, with effect from May 13, 1926, *vice* KODIKARA JAMES DE SILVA, on leave. His office will be at Government Hospital, Gampola.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, May 13, 1926. Registrar-General.

IT is hereby notified that I have confirmed ANANTHAR ARUMUGAM in the appointment of Registrar of Births and Deaths of Tunukkay division, and of Marriages (General) of Tunukkay division, in the Jaffna District of the Northern Province.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, May 15, 1926. Registrar-General.

IT is hereby notified that I have confirmed AIYAMPILLAI ARUMUGAM in the appointment of Registrar of Marriages (General) of Islands division, in the Jaffna District of the Northern Province.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, May 15, 1926. Registrar-General.

IT is hereby notified that I have confirmed KATHIRAVELUPILLAI SEENITAMBY in his appointment as Registrar of Births and Deaths of Koralai pattu North division, and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, with effect from May 6, 1926.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, May 18, 1926. Registrar-General.

IT is hereby notified that I have appointed KIRI BANDA KADERUWEWA as Registrar of Marriages (Kandyan) of Weudawilli hatpattu division, in the Kurunegala District of the North-Western Province, for May 14, 1926, *vice* WALTER DANIEL MIGUEL PERERA, on leave. His Office will be at Kachcheri, Kurunegala.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, May 14, 1926. Registrar-General.

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

Mr. CHARLES ALPHIN EDIRISINGHE to act as Registrar of Lands, Galle, for six days from May 17, 1926, during the absence of the Registrar, Mr. J. S. ABAYASEKERA, on leave.

Registrar-General's Office, A. W. SEYMOUR,  
Colombo, May 18, 1926. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed DON ELIAS WIJEMANNA to act as Registrar of Births and Deaths of Etulkotte division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for nineteen days from May 13, 1926, during the absence of the Registrar, CHARLES PETER DE PINTO, on leave. His office will be at Maragahawatta in Nugegoda.

The Additional Assistant Provincial Registrar, Colombo, has appointed TANAWEERA ACHCHIGE DON SIMON to act as Registrar of Births and Deaths of Mattegoda division, and of Marriages (General) of Udugaha pattu of Salpiti korale division, in the Colombo District of the Western Province, for May 14, 1926, during the absence of the Registrar, WELIWATTAGE AGONIS PERERA DASANAYAKA, on leave. His office will be at Mattegodawatta in Mattegoda.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON ABRAHAM ABESINGHE GOONEWARDENA to act as Registrar of Births and Deaths of Udugaha North division, and of Marriages (General) of Udugaha pattu of Hapitigam korale division, in the Colombo District of the Western Province, for May 14, 1926, during the absence of the Registrar, RANASINHA APPUHAMILAGE DON ARNOLIS, on leave. His office will be at Delgahawatta in Hakurukumbura.

The Additional Assistant Provincial Registrar, Colombo, has appointed MAHAMARAKKALAGE CAROLIS FERNANDO to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for May 14, 1926, during the absence of the Registrar, ADAMBARAGE HENRY ALWIS, on leave. His office will be at No. 71, Kollupitiya.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MAHAWATTAGE DON ARNOLIS ABEYRATNE to act as Registrar of Births and Deaths of Matugama division, and of Marriages (General) of Iddagodapattu division, in the Kalutara District of the Western Province, for eight days from May 8, 1926, during the absence of the Registrar, MAHAWATTAGE DON PUNCHI SINNO ABEYRATNE, on sick leave. His offices will be at Achariyawatta in Tebuwana and Katupiliyagoda Kurunduwatta in Matugama on Fridays.

The Additional Assistant Provincial Registrar, Kandy, has appointed KIRIBATHKUMBURE WALAWWE DISSANAYAKA WIJESINHA WASALA MUDIYANSERALAHAMILLAGE MEDDUMA BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Yatinuwara No. 1 (b) division, in the Kandy District of the Central Province, for four days from May 19, 1926, during the absence of the Registrar, KIRIBATHKUMBURE WALAWWE DISSANAYAKA WIJESINHA WASALA MUDIYANSERALAHAMILLAGE ABERATNA BANDA, on leave. His office will be at Kiribathkumbure Walawwa in Kiribathkumbura.

The Additional Assistant Provincial Registrar, Kandy, has appointed SAMARAKOON MUDIYANSELAGE TIKIRI BANDA to act as Registrar of Births and Deaths, and of Marriages (General) of Uda Bulatgama No. 2 division, in the Kandy District of the Central Province, for six days from May 24, 1926, during the absence of the Registrar, DINGIRI BANDA SAMARAKOON, on leave. His office will be at Ambagamuwa.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MALAVIGE HENDRICK DE SILVA to act as Registrar of Births and Deaths of Dimbula korale division, and of Marriages (General) of Kotmale (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for fourteen days from May 20, 1926, during the absence of the Registrar, MADUWAGE ABRAHAM SILVA JAYASURIYA, on leave. His office will be at house No. 2, Agrapatana; and additional office at house No. 178, Gansabhawa building, Talawakele.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed UKKU BANDA DISANAYAKA to act as Registrar of Births and Deaths of Tispene korale division, and of Marriages (General) of Kotmale (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for ten days from May 25, 1926, during the absence of the Registrar, TIKIRI BANDA DISANAYAKA, on leave. His office will be at Haragala, Tispene.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ANDRAYAS RUBASINHA GUNAWARDENA to act as Registrar of Births and Deaths of Neluwa division, and of Marriages (General) of Himidum pattu division, in the Galle District of the Southern Province, for five days from May 12, 1926, during the absence of the Registrar, DON JAMES RUBASINHA GUNAWARDENA, on leave. His office will be at Okandewatta at Batuwangala.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ARNOLIS DE SILVA JAYAWICKRAMA to act as Registrar of Births and Deaths of Walawe division, and of Marriages (General) of Talpe division, in the Galle District of the Southern Province, on May 13, 1926, during the absence of the Registrar, BARON DE SILVA JAYAWICKRAMA, on leave. His office will be at Kalatiyagodawatta in Polpogoda.

The Additional Assistant Provincial Registrar, Galle, has appointed NIKULAS JAYAWARDENA to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for three days from May 13, 1926, during the absence of the Registrar, WITANAWASAN JERRIS DE SILVA, on leave. His office will be at Talagahawatta in Tellambure.

The Additional Assistant Provincial Registrar, Galle, has appointed KODIKARA JAMES DE SILVA to act as Registrar of Births and Deaths of Ambalangoda town division, in the

Galle District of the Southern Province, on May 14, 1926, during the absence of the Registrar, RICHARD FRANCIS WEERASINGHE, on leave. His office will be at Civil Dispensary, Ambalangoda.

The Additional Assistant Provincial Registrar, Galle, has appointed ISAAC CHARLES DIAS GURUSINHA to act as Registrar of Births and Deaths of Weragoda division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on May 14, 1926, during the absence of the Registrar, HIKKADUWE VIDANERALLAGE DON ARTHUR ABAYARATNE WICKRAMASINHA, on leave. His offices will be at Pingahawatta in Godagama and Achariaramba *alias* Kumarungewatta in Alutwala.

The Additional Assistant Provincial Registrar, Galle, has appointed DHARMACHANDRA WICKRAMASINHA to act as Registrar of Births and Deaths of Katukurunda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on May 18, 1926, during the absence of the Registrar, JACOVIS WICKRAMASINGHE, on leave. His office will be at Mudillagahawatta in Malalagama.

The Additional Assistant Provincial Registrar, Matara, has appointed DON DULIUS WICKRAMARATNA GUNASEKERA to act as Registrar of Births and Deaths of Akuressa division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for twenty-one days from May 12, 1926, during the absence of the Registrar, PATIRANAGE DON ALLIS, on sick leave. His office will be at Amuhenewatta in Poramba.

The Additional Assistant Provincial Registrar, Matara, has appointed LOUIS DISSANAYAKA SEDARA to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for four days from May 12, 1926, during the absence of the Registrar, DIAS MARTIN WANIGASEKERA, on leave. His office will be at Godawekandewatta in Kamburupitiya.

The Additional Assistant Provincial Registrar, Matara, has appointed DON JAMES RANATUNGA to act as Registrar of Births and Deaths of Tihagoda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, on May 14, 1926, during the absence of the Registrar, FRANCIS WICKRAMARATNA SIRIWARDENA, on leave. His office will be at Bajjamagewatta in Naimbala.

The Additional Assistant Provincial Registrar, Matara, has appointed DAYANOLIS WILLIAM SEPALA RATNAYAKA to act as Registrar of Births and Deaths of Bengamuwa division, and of Marriages (General) of Morawak korale division, in the Matara District of the Southern Province, for five days from May 18, 1926, during the absence of the Registrar, ROBERT WILLIAM SEPALA RATNAYAKA, on leave. His office will be at Walawwewatta in Bengamuwa.

The Additional Assistant Provincial Registrar, Matara, has appointed DON DAVID WIJESINGHA to act as Registrar of Births and Deaths of Four Gravets No. 3 division, and of Marriages (General) of Matara town and Gravets division, in the Matara District of the Southern Province, for twenty-one days from May 18, 1926, during the absence of the Registrar, PALLEWELA LOKUGAMAGE DON JAMES WIJESINHA, on leave. His offices will be at Ganga-addarawatta, in Pallimulla, and Sattambigewatta in Weraduwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON HENDRICK DISANAYAKA to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for five days from May 11, 1926, during the absence of the Registrar, DON CHARLES DISANAYAKA, on leave. His office will be at Virittamullawatta in Nakulugamuwa; additional office at Walawwewatta in Moraketiara on every Saturday.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS DIAS RATNATUNGA to act as Registrar of Births and Deaths of Kahawatta Lower division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for twelve days from May 11, 1926, during the absence of the Registrar, GIRIGORIS DIAS RATNATUNGA,

on sick leave. His office will be at Udumulla-addarawatta in Aramwela; additional office: Ambagahena in Kudahilla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed EDIRIWIRA JAYASURIYA ARUKATTU PATABENDIGE KARONCHI APPU to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for sixteen days from May 14, 1926, during the absence of the Registrar, ANDRAYAS DE SILVA WICKRAMANAYAKA, on sick leave. His office will be at Viharagodella in Tihawa.

The Assistant Provincial Registrar, Jaffna, has appointed KANTAR KATIRKAMAR to act as Registrar of Births and Deaths of Chempianpattu division, and of Marriages (General) of Pachchilaippali division, in the Jaffna District of the Northern Province, for seven days from May 1, 1926, *vice* Registrar, KRISTOPPELLAI JOACHIMPILLAI, deceased. His office will be at Aladivalavu in Chempianpattu; station: Urippiddi in Vattirayan.

The Provincial Registrar, Jaffna, has appointed AIYATHURAI PONNUSAMY to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for eleven days from May 16, 1926, during the absence of the Registrar, VAYRAMUTTU MUTTUKUMARU, on leave. His office will be at Hemakuda in Nallur.

The Assistant Provincial Registrar, Jaffna, has appointed NICHOLAPPILLAI PARUNANTU ANTONPILLAI to act as Registrar of Births and Deaths of Elutumadduval division, and of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for five days from May 22, 1926, during the absence of the Registrar, NICHOLAPPILLAI SINNAPPU PHILIPPUPILLAI, on leave. His office will be at Chempadu in Mirusuvil.

The Assistant Provincial Registrar, Mullaittivu, has appointed VINASITTAMPY UDIYAR KANDIAH to act as Registrar of Births and Deaths of Mulliyavalai division, and of Marriages (General) of Mulliyavalai and Melpattu North division, in the Mullaittivu District of the Northern Province, for eight days from May 9, 1926, during the absence of the Registrar, VINASITTAMPI UDIYAR KUDDITAMPI, on leave. His office will be at Mulliyavalai.

The Additional Assistant Provincial Registrar, Batticaloa District, has appointed EDMUND WALTER DAVID SOMANADER to act as Registrar of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, on May 10, 1926, during the absence of the Registrar, SAMUEL GEORGE THAMBY RAJAH, on leave. His office will be at Provincial Registrar's Office, Batticaloa.

The Assistant Provincial Registrar, Trincomalee, has appointed Dr. EDWARD ARIYANAYAGAMPILLAI LAWRENCE to act as Registrar of Births and Deaths of Trincomalee town within Local Board limits division, in the Trincomalee District of the Eastern Province, for fourteen days from May 15, 1926, during the absence of the Registrar, Dr. S. THAMBIPILLAI, on leave. His office will be at the Civil Hospital, Trincomalee.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed KORALLAGE APPUSINNO to act as Registrar of Births and Deaths of Kiniyama and Karandapattu korales division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for ten days from May 10,

1926, during the absence of the Registrar, SINGAKKUTTI MUDIANSSELAGE GUNARATH BANDA, on leave. His office will be at Bowatta.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed HERATH MUDIANSSELAGE APPUHAMY GUNASEKARA to act as Registrar of Births and Deaths of Mahagalboda Egoda division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, for three days from May 13, 1926, during the absence of the Registrar, TENNAKOON MUDIANSSELAGE KIRI BANDA TENNAKOON, on leave. His office will be at Malagomuwa.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed KUDA BANDA SENEVIRATNE to act as Registrar of Births and Deaths of Ihawalasideke korale west division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, for May 17, 1926, during the absence of the Registrar, HITINAYAKE MUDIANSSELAGE DINGIRI BANDA, on leave. His office will be at Moragasgoda.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed PHILIP ARTHUR BRASZ to act as Registrar of Births and Deaths of Puttalam pattu north division, and of Marriages (General) of Puttalam pattu and Gravets division, in the Puttalam District of the North-Western Province, for thirty days from May 2, 1926, *vice* WILLIAM MOSES DE SILVA WIKKRAMATILAKA, resigned. His office will be at No. 10, Second Cross street, Puttalam.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed ANTHONYPILLAI BENEDICT to act as Registrar of Births and Deaths, and of Marriages (General) of Akkarai pattu north division, in the Puttalam District of the North-Western Province, for twenty-one days from May 5, 1926, during the absence of the Registrar, SANTIAGOPILLAI PILAS, on leave. His office will be at Mampuri and station at Etalai.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed FRANCIS ANTHONYPILLAI to act as Registrar of Births and Deaths of Puttalam pattu south division, in the Puttalam District of the North-Western Province, for twenty-one days from May 11, 1926, during the absence of the Registrar, VINASITAMBAY RAMALINGAM, on sick leave. His office will be at Madurankuly.

The Assistant Provincial Registrar, Badulla, has appointed RANHOTI BANDARALAGE KIRI BANDAR to act as Registrar of Births and Deaths of Nilgala division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for thirty days from June 12, 1926, during the absence of the Registrar, RANHOTI BANDARALAGE UKKU BANDAR, on leave. His office will be at Udawela Alutgederawatta in Karandugala, with additional offices at Pailegama and Mullegama on the 7th and 10th, and 8th and 9th, respectively.

The Assistant Provincial Registrar, Kegalla, has appointed KURUWITA ARACHCHIGE MARTIN APPUHAMI to act as Registrar of Births and Deaths of Dehigampal korale, Egodapota pattuwa division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, on May 11, 1926, during the absence of the Registrar, KURUWITA ARACHCHIGE APPU SINNO, on leave. His office will be at Hitinawatta in Imbulana.

Registrar-General's Office,  
Colombo, May 18, 1926.

A. W. SEYMOUR,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

“THE HOLIDAYS ORDINANCE, 1886.”

IT is hereby notified for general information that His Excellency the Governor has been pleased, under the provisions of section 9 of Ordinance No. 4 of 1886, to appoint Wednesday, May 26, 1926, to be a Bank Holiday on account of the “Wesak” Festival.

Colonial Secretary's Office,  
Colombo, May 19, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

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

IT is hereby notified for general information, under by-law No. 19 (1) of the by-laws published in the *Government Gazette* of March 3, 1922, that His Excellency the Governor has declared the road mentioned in the schedule hereto annexed as suitable for use by "lorries" as defined in by-law 1 (2) of the above-mentioned by-laws, 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 said schedule.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

*North-Western Province.*

The first five miles of the Dambadeniya-Labuyaya road for lorries not exceeding 4 tons when fully loaded and equipped.

## "THE REGISTRARS' PROCEEDINGS VALIDATION ORDINANCE, No. 3 OF 1912."

AN Order in Council for the purpose of giving validity to certain registrations of births and deaths and a stillbirth in the Kalutara District of the Western Province:

Whereas the registrations specified in the first column of the schedule hereto relative to certain births, deaths, and a stillbirth in the Kalutara District of the Western Province are invalidated by reason of the informality set forth in the second column of the said schedule:

And whereas no other means are by law provided by which the said registrations may be validated:

It is hereby notified that His Excellency the Governor in Executive Council has, in exercise of the powers vested in him by section 3 of "The Registrars' Proceedings Validation Ordinance, No. 3 of 1912," been pleased to direct and order as follows:

That the said registrations be as valid and effectual for all purposes as if the said informality had not occurred.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEDULE REFERRED TO.

The registration entries of births Nos. 5,035, 5,036, and 5,037 of November 23, 1925; 5,038, 5,039, and 5,040 of November 26, 1925; 5,041 and 5,042 of November 28, 1925; 5,043 of November 30, 1925; and deaths Nos. 5,647 of November 22, 1925; 5,648 of November 24, 1925; 5,649 and 5,650 of November 27, 1925; 5,651 and 5,652 of November 28, 1925; 5,653 and 5,654 of November 29, 1925; 5,655 of November 30, 1925; stillbirth No. 362 of November 23, 1925, of Panadure town division.

These events have been registered by Meronne Deson Silva Jayaratne before he was duly appointed to act as Deputy Medical Registrar of Panadure town.

## "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 held on March 20, 1926, by the proprietors of lands to be benefited by the Diyature Anicut Scheme in Kurunegala District, North-Western Province.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 17, 1926.

A. G. M. FLETCHER,  
Colonial Secretary.

## SCHEME REFERRED TO.

(a) That in consideration of the construction of the Diyature anicut and of the scheme under which its maintenance shall henceforth be undertaken by Government the proprietors agree to pay an irrigation rate in perpetuity which shall be Rs. 2.50 per acre per annum for five years, and which shall thereafter be subject to variation in amount and revision by His Excellency the Governor in Executive Council, provided, however that the maximum rate shall never exceed the average annual cost of maintenance per acre (arrived at in manner provided in section 50 (2) of Ordinance No. 45 of 1917), together with a sum per acre per annum which shall be arrived at by dividing the total annual amount of interest computed at 6 per cent. on the "capital cost" by the number of acres on the specification; and

(b) That for the purpose of the aforesaid resolution the words "construction," "maintenance," and "proprietors" shall bear the meanings severally assigned to them in section 3 of Ordinance No. 45 of 1917, and the term "capital cost" shall be deemed to include all unrecovered expenditure on works due to construction, special improvement, or maintenance whether incurred already or to be incurred in the future.



## "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 approved by the proprietor of lands irrigated from Potanagama tank in the North-Central Province on March 11, 1926.

Colonial Secretary's Office,  
Colombo, May 11, 1926.

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

## SCHEME REFERRED TO.

That the proprietor of the lands irrigated from Potanagama tank and included in the Kalawewa specification agrees that if Government places his lands on the Nachchaduwa specification, he shall pay an irrigation rate of Rs. 2 per area per annum which shall be revisable by Government every five years subject, however, to a minimum rate of Rs. 2 per acre per annum.

## Notification under Land Sale Regulations.

IN pursuance of Land Sale Regulation 60, notice is hereby given that application has been made by Rev. A. S. Paynter on behalf of the India Christian Mission for the outright sale of the land called Kumumellegastennepatana, in extent 3 acres 1 rood and 16 perches, situated in the village Welikada in Dambawini palata korale of Udukinda division of the District of Badulla, Province of Uva, and described as lot 9v in final village plan No. 72, for the purpose of opening a Mission School and Industrial Home for the children of Malpota village. The plan of the building has been approved by the Director of Education.

1. It is made conditional that the land reverts to Crown should it be used for any other than the aforesaid purpose.
2. In consideration of the fact that the opening of such an institution will be conducive to the interests of the adjoining villages and as the scheme deserves every encouragement, it is proposed to sell the said land without competition to the applicant at the appraised value of Rs. 50 per acre, unless valid reasons to the contrary are adduced in writing to the satisfaction of His Excellency the Governor within six weeks from the date hereof.

Colonial Secretary's Office,  
Colombo, May 20, 1926.

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

## "THE STAMP ORDINANCE, NO. 22 OF 1909."

IT is hereby notified that His Excellency the Governor, with the advice of the Executive Council, has, by virtue of the powers by section 5, sub-section (1) (c), of "The Stamp Ordinance, No. 22 of 1909," on him conferred, authorized the following Joint Stock Company, incorporated under the Joint Stock Companies Ordinances, to compound for the payment of stamp duty on share certificates, specified in Schedule B of the said Ordinance, on the conditions set out in section 5 aforesaid, sub-sections (1) (c) (ii.), (iii.), and (iv.).

Colonial Secretary's Office,  
Colombo, May 17, 1926.

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

## COMPANY REFERRED TO.

The Dam blagolla Rubber Estate, Limited.

HIS Excellency the Governor in Executive Council has been pleased, with the approval of the Secretary of State for the Colonies, to sanction the following amendment to section 27 of the Minutes on Pensions dated December 9, 1908:—

Delete the present proviso relating to the case of Assistant Shroffs, and substitute—

"Provided also that an Assistant Shroff shall not be debarred from the benefits of this section or section 28 or section 4 by reason of the fact that he has been nominated by and holds or has held office at the pleasure of a Shroff and that an Assistant Shroff compulsorily retired on a change of Shroffs shall be deemed to have been retired on abolition of office for purposes of this section."

Colonial Secretary's Office,  
Colombo, May 17, 1926.

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

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

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Messrs. C. T. Cumarasamy and K. Muttukumar to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance.

Colonial Secretary's Office,  
Colombo, May 19, 1926.

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

## "THE PETROLEUM ORDINANCE, 1887."

CONDITIONS subject to which licences will be granted in terms of sections 4 and 6 of "The Petroleum Ordinance 1887," are hereby published for general information.

Colonial Secretary's Office,  
Colombo, May 21, 1926.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

**Regulations for the Conveyance and Storage of Dangerous Petroleum in Bulk on the Railway.**

1. *Storage of Dangerous Petroleum in Horizontal Storage Cylinders.*—(a) In applying for permission to build underground storage tanks for dangerous petroleum, the maximum quantity it is proposed to deal with must be clearly specified, and this quantity must on no account be exceeded. The total quantity stored must not exceed 50,000 gallons.

(b) Plans must be submitted for each separate storage tank or set of storage tanks required to be built on Railway land or land adjacent thereto, to the General Manager, Railways, to be approved by him and the Local Authority, before building operations are commenced.

(c) The limiting dimensions of any storage cylinder to be 30 feet in length by 9 feet in diameter.

(d) The storage cylinders must be completely buried longitudinally in earth or rock, the lower surface being not less than 8 feet below the surrounding ground level and the upper surface must be covered with rammed earth or other suitable material 12 inches in thickness.

(e) Should the sides and foundations be found unsuitable on opening up the ground for the reception of the cylinder, a stone concrete or brick well must be built and the cylinder laid therein, the pits being afterwards covered with approved filling material, and the upper surface covered with rammed earth or other suitable material 12 inches in thickness.

(f) The whole of the premises must be enclosed by an unclimbable wall or corrugated iron fence, 7 feet 6 inches high, serrated at the top, the stays or supports for the fencing being of iron.

(g) The standpipe for pumping from the railway tank wagons must be kept as far as possible from the storage cylinder and must never be less than 20 feet away. The service pipe connecting the standpipe must be laid underground without the tenancy and above ground within the premises.

(h) The premises shall be kept in a cleanly condition, free from grass, weeds, and all inflammable material such as straw, wood, litter, &c.

(i) Notices strictly prohibiting smoking, lighting of matches, and the carrying of unprotected lights must be provided and fixed in prominent positions in and about the premises.

(j) Due precautions shall at all times be taken for the prevention of accident from fire, and a quantity of sand (not less than 1 ton) must be kept adjacent to the premises in covered iron receptacles which will keep it dry at all times, and from which it can be removed in case of fire by means of a scoop or buckets provided for the purpose. Fire buckets filled with sand must also be hung in convenient positions within the premises or chemical extinguishers provided of approved make.

(k) The whole installation must be constructed and maintained to the satisfaction of the General Manager of the Railways and the Local Authority, and they or any officer so delegated by them shall be admitted at any time during the day between sunrise and sunset for inspection purposes.

(l) The General Manager or the Local Authority shall have the right at any time to order the tenants to have the tank or tanks uncovered so that a thorough inspection may be made, the full cost of which must be borne by the tenants.

(m) The tenants shall be subject to all statutory instructions or regulations, and to all by-laws and conditions of the Local Authority for the time being in force, and shall obtain all necessary licences of the Local or other Authority and renewal of the same at their own expense.

2. *Issue of Dangerous Petroleum from Horizontal Storage Cylinders into Lorries.*—(a) The operation in connection with the issue of dangerous petroleum from the storage cylinder into lorries must be performed only during daylight. No artificial light will be allowed, but the use of an electric can-examining torch of approved pattern will under conditions be permitted.

(b) An approved pump or pumps shall be placed in position shown on a plan submitted to and approved by the General Manager of the Railways; the pipe connection between the tank or tanks and the pumps together with all joints, valves, and cocks shall be gas-tight.

(c) In the purpose of charging tank lorries the petroleum shall be pumped by means of the approved pumps, through sound hose fitted with secure tap and nozzle, into the tanks of the lorries.

3. *Conveyance of Tank Wagons (Dangerous Petroleum) by Railway.*—(a) Dangerous petroleum will be conveyed in tank wagons of a design approved by the General Manager of the Railways. They must be in good condition and free from leakage when used for conveyance.

(b) Tank wagons must have a label attached, printed in conspicuous characters bearing the words "highly inflammable" and stating the precise nature and name of the contents, and the names and addresses of sender and consignee. Tank wagons must in no case be loaded beyond the capacity indicated on the wagons.

(c) Emptying of tank wagons must be performed in daylight. The Station Master must be advised before pumping commences, and red flags must be placed upon the tank wagons in a conspicuous position until the operation is completed and the tank wagon is sealed up again. Watchers must be provided by the Installation Agency to prevent unauthorized persons from coming within the danger zone during the process of discharging the dangerous petroleum from the railway tank wagon to the storage cylinder.

(d) Tank wagons must not be emptied within 60 feet of a flame or furnace nor within 60 feet of any spot on which the wagon would be exposed to sparks. Always excepting, that if in the opinion of the General Manager or Local Authority conditions are such that this distance cannot be observed, or if special conditions obtain which would warrant a reduction, or if special precautions approved by the General Manager or Local Authority are taken, this distance may be reduced.

(e) In filling any tank wagon an air space must be left of not less than 10 per cent. of the total capacity of the tank.

(f) The lid and all inlets and outlets of the tank (whether loaded or empty) must be properly secured and closed gas-tight.

4. Every licence shall be liable to be forfeited for any contravention of the Petroleum Ordinance or of any rule thereunder, or of any conditions contained in this licence.

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for loading, unloading, and stacking firewood at the following places on Week Days and Sundays from October 1, 1926, to September 30, 1927 :—

*Colombo District.*

(a) Loading into special trains between Polgahawela and Anuradhapura.

(b) Unloading and stacking at Kurunegala, Veyangoda, and Dematagoda.

(c) Loading into special trains between Ragama and Puttalam.

(c1) Unloading and stacking at Dematagoda, Katunayaka, Negombo, Nattandiya, Chilaw, Mundel, and Puttalam.

(d) Loading into special trains between Maradana, Opanake or Yatiyantota.

(d1) Unloading and stacking at Dematagoda, Opanake, Ratnapura, Yatiyantota, and Waga.

(e) Loading into special trains between Maradana and Matara.

(e1) Unloading and stacking at Matara, Galle, Alutgama, Moratuwa, and Dematagoda.

*Anuradhapura District.*

(f) Loading into special trains between Maho and Talaimannar.

(f1) Unloading and stacking at Anuradhapura or at any other station as required.

(g) Loading into special trains between Madawachchi and Kankasanturai.

(g1) Unloading and stacking at Kankasanturai and at any other station.

(h) Removing firewood from Forest Department depôt at Anuradhapura station and stacking in Loco Depôt at Anuradhapura station.

(j) Loading into special trains between Maho, Trincomalee, and Batticaloa.

(j1) Unloading and stacking at Trincomalee, Maho or at any other station as required.

*Upper District.*

(k) Unloading and stacking at Rambukkana.

(l) Loading into special trains between Kadugannawa, Matale, and Nawalapitiya.

(l1) Unloading and stacking at Kandy.

(m) Loading into special trains between Nawalapitiya and Hatton.

(n) Loading into special trains between Hatton and Pattipola.

(o) Loading into special trains between Pattipola and Haputale.

(p) Unloading and stacking at Nawalapitiya.

(q) Unloading and stacking at Bandarawela.

(r) Unloading and stacking at Badulla.

2. The rates should be shown separately for each head of service, viz., (i.) loading, (ii.) unloading and stacking.

3. Not less than 100 cubic yards per hour are to be loaded, and not less than 100 cubic yards per hour are to be unloaded and stacked.

4. Loaded firewood wagons when detached at out-stations should be unloaded and the wood re-stacked within 4 hours' time after arrival at their destination.

5. Cooly contractor for Colombo District should report himself personally to the Divisional Transportation Superintendent, Colombo, or to Assistant Divisional Transportation Superintendent, Dematagoda, 3 times a week.

6. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Controller of Revenue, Colombo.

7. Tenders should be deposited in the Office of the Controller of Revenue, or be sent through the post.

8. Tenders should be marked "Tender for Loading, Unloading, and Stacking Firewood" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue, Colombo, not later than midday on Tuesday, June 15, 1926.

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

10. A deposit of Rs. 20 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.

11. The amount of security required will be Rs. 50 in cash. All other necessary information can be ascertained upon application at the office referred to in section 7.

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

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

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

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 General Manager.

18. 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.

19. 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 15, 1926.

D. McMILLAN,  
Acting General Manager.

TENDERS are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 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 29, 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 the 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 18, 1926.

SCHEDULE REFERRED TO.

Services.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of cooked provisions, with milk, to the following institutions:—		
Kilinochchi ..	100	200
Mannar ..	100	200
Mantota ..	100	200
Mullaittivu ..	100	200
Point Pedro ..	200	400
Talaimannar ..	100	200
Vavuniya ..	200	400
Supply of cooked provisions, without milk—		
Jaffna ..	300	600
Supply of uncooked provisions, without milk—		
Leper Asylum at Hendala ..	500	1,000
Supply of uncooked provisions, with milk—		
Leper Asylum at Mantivu ..	500	1,000

TENDERS are hereby invited for the purchase and removal of about 100 tons scrap iron, which can be inspected at the Government Factory, Colombo.

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 Scrap Iron" 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, June 1, 1926.

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

5. Tenders must be on forms which may be obtained at the office of the Factory Engineer, Government Factory, Colombo, and no tender will be considered unless it is furnished on the recognized form thus obtained.

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

7. 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 fail to enter into the contract within ten days of receiving notice in writing from the Factory Engineer, Colombo, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

9. The successful tenderer will be required to remove all the iron purchased by him within thirty days of signing the contract.

10. Contracts shall not be assigned or sublet without the authority of the Tender Board.

11. 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.

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

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

14. The full amount of the purchase money must be paid to the Director of Public Works on the same day as the contract is signed as mentioned in paragraph 9, and none of the iron purchased will be allowed to be removed until this amount has been duly paid over.

Public Works Office, S. J. KIRBY,  
Colombo, May 19, 1926. for Director of Public Works.

SCHEDULES of rates are hereby invited for the supply of stone setts 9 in. by 5 in. by 4 in. cut from the best available hard granite stone from an approved quarry, the stones to be dressed in such a way that the "natural bed" shall be in a vertical position. The setts are to be inspected and passed by the District Engineer, Colombo, or an officer appointed by him before being taken over.

2. Delivery to be at any specified railway goods station and prices quoted should be "free on rail." The station should be specified.

3. 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.

4. Form of monthly agreement can be seen, and all other informations obtained from the Officer 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.)

5. 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.

6. Schedules of rates must be submitted on forms to be obtained from 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 supply of Stone Setts" so as to reach the offices of the foregoing officers on or before 12 noon on Wednesday, June 9, 1926.

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

8. All tools and materials required in the execution of the work are to be supplied by the contractor.

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

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

Public Works Office,  
Colombo, May 18, 1926.

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

**S**CHEDULES of rates are hereby invited for all works in connection with new road from Point Pedro to Kudatanai-Maruthankerni road.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Pallai, 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, Pallai, 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, Pallai, 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, Pallai, endorsed on the outside "Schedule of Rates for New Road from Point Pedro to Kudatanai-Maruthankerni Road" so as to reach the offices of the foregoing officers on or before 12 noon on June 15, 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 Work Office,  
Colombo, May 18, 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 the Government Printing Office premises on Thursday, May 27, 1926, at 2 P.M. :—

13 feet belts, driving, 8 in.	25 ink bottles, empty (pints)
31 feet belts, driving, 4 in.	50 kerosine oil tins (empty)
195 feet belts, driving, 3 in.	1 mallet, compositor's
46 feet belts, driving, 2½ in.	1 mat, door
66 feet belts, driving, 2 in.	1 planer, compositor's
110 feet belts, driving, 1½ in.	1 planer, carpenter's
9 barrels (empty)	1 paper cutting machine
4 buckets, fire	knife
2 baskets, sand	1 saw, circular
1 bench	5 shooting sticks, iron
3 brushes, lye	1 wheelbarrow
1 brush, pick	1 tommy
4 brushes, stencil	1 lot rope
3 brushes, glue	1 lot moleskin cloth
2 cases, compositors'	1 lot planks
1 cycle chain	1 lot old cycle tyres
1 cycle clutch	1 lot ruling machine pens
1 drum 9¼ set (mons)	1 lot waste paper
10 drums, iron, 1 gallon	1 lot empty ink tins
2 drums, iron, 2 gallons	1 lot tin lining
5 ink pads	1 lot jute hassain
31 ink bottles, empty (quart)	1 lot rubber tubes (mons)

Government Printing Office,  
Colombo, May 19, 1926.

H. ROSS COTTE,  
Government Printer.

**L**IST of unclaimed articles found in Postal packets at the Returned Letter Office up to the period ended January 31, 1926, to be sold by public auction at 2.30 P.M. on Monday, May 31, 1926, at the General Post Office, Colombo, viz. :—

- 1 electric torch and 2 batteries
- 1 walking stick (broken)
- 1 umbrella
- 1 sample bottle Lactolime
- 1 piece of silk cloth
- 1 ratchet wrench
- 1 penknife, 1 handkerchief, and 1 empty spectacle case
- 1 silk shawl, and 2 children's frocks
- 1 phial Mitcham smelling lavender
- 1 coat
- 12 pieces toys
- 1 penknife
- 2 tins sunshine polish
- 10 bundles cigars
- 1 pair rubber shoes
- 2 toys
- 1 pair babies' silk socks
- 1 rubber stamp pad and ink
- 11 bottles hair destroyer
- 1 diary and pencil
- 1 box chocolates
- 1 calendar
- 1 comb (broken) in leather case

1 typewriter ribbon  
 1 lot bone pendants  
 1 umbrella  
 1 pipe  
 1 umbrella  
 1 tin shortbread  
 1 key ring  
 4 pieces toilet table covers  
 2 sticks pipe tobacco  
 1 babies' frock  
 1 lot Christmas cards and envelopes  
 1 lot sample tins of Glaxo, Lactogen, and Jecomalt  
 1 copy the Holy Bible  
 1 box toilet powder  
 1 teapoy cover  
 1 lot used stamps  
 2 eardrops, chains, &c.  
 2 gold earrings  
 1 earring  
 1 ruby  
 1 belt, 1 bag, and 1 pair hose  
 1 lot tea  
 1 lot sundries  
 1 lot cut samples  
 18 bags of paper.

General Post Office,  
 Colombo, May 21, 1926.

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

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at the Telegraph Stores, on Thursday, June 10, 1926, at 2 P.M. :—

11 generator set P 202  
 10 do. P 203  
 6 switchboards P 103, 10 lines  
 4 do. P 103, 20 lines  
 9 galvo tangent  
 2 Telep. P. O.  
 1 table Hunningstone  
 14 wall do.  
 3 Tele. P 215  
 11 Tele. coin collect  
 1 commutator, 6 line  
 24 keys Tg. 101A  
 32 do. 101B  
 3 do. 101C  
 2 do. 101D  
 24 relays Siemens  
 4 relays De Hoedts  
 2 rheostats "C"  
 10 switch plug 104  
 13 do. 105  
 9 do. 106  
 4 do. 107  
 1 sounder set 101  
 1 telephone sloper  
 82 protectors N. 5  
 1 box pole distribution 50 pairs  
 2 box pillar test 100 pairs  
 1 box do. 200 pairs  
 3 box terminal end 6 pairs  
 2 box do. 13 pairs  
 97 washers rubber for D. P. Boxes  
 121 clamps W. I. assorted  
 11 covers C. I. for D. P. Boxes  
 34 flanges steam  
 16 glands brass  
 19 nipples brass nuts  
 20 straps W. I. for D. P. Boxes  
 49 cable bearers.  
 1,579 brackets uppers A 5"  
 908 do. lowers A 5"  
 413 do. uppers B 6"  
 781 do. lowers B 6"  
 51 do. uppers C 7"  
 51 do. lowers C 7"  
 4 fire pots  
 1 jointer cable

A. T. KINGSTON,  
 for Chief Engineer.

Central Telegraph Office Building,  
 Colombo, May 13, 1926.

NOTICE is hereby given that the under-mentioned confiscated and unclaimed articles will be sold by public auction at the District Court, Nuwara Eliya, on June 12, 1926, at 10 A.M. :—

1 silver cigarette case	1 velvet lady's hand bag
2 mammoties	2 pipes
2 pruning knives	1 hockey stick
3 banians	1 black fur scarf
1 pair spectacles	1 walking stick
6 bangles	1 bulb for h. m.
2 umbrellas	1 screw driver
2 necklaces	1 tin mobil oil
2 tin boxes	1 wool shawl
7 rings	1 iron bar
12 bottles	1 rain coat
2 handkerchiefs	2½ oz. tea
2 cups	1 bottle lamp
1 gold coin	2 silver images
1 copper image	10 pieces of copper
1 gilt belt	1 brass chembo
1 piece sandal wood	1 small brass image
3 buttons	1 clay image
3 small pieces of stick	2 paper birds
2 strings of beads	1 copper wand
27 measures rice	4 gunny bags
1 katty	10 logs firewood
1 wooden box	2 brass tumblers
1 Laryngscope	1 cap
1 felt hat	1 white collar
1 pair pinc nez	1 fan
1 coconut shell	1 sandle
1 empty pint	1 blanket
1 phial	5 bundles firewood
1 amulet	1 bamboo
1 shirt	1 glass
3 coats	1 muffler
1 till	1 gramophone record
2 earrings	1 brass pot
2 toe rings	1 nose ring
2 sarongs	1 cloth
1 plate	

District Court,  
 Nuwara Eliya, May 13, 1926.

C. L. WICKREMESINGHE,  
 District Judge.

NOTICE is hereby given that the under-mentioned confiscated and unclaimed productions lying in this Court will be sold by public auction at the premises on May 29, 1926, at 11 A.M. :—

Case No.	Description of Articles.	Case No.	Description of Articles.
15658 ..	1 katty	18128 ..	1 katty
15888 ..	1 sarong, 1 shawl, and 1 empty bottle	18136 ..	1 deer skin
17032 ..	1 axe	18328 ..	9 coconuts
17234 ..	5 coconuts	18362 ..	35 coconuts
17220 ..	1 katty	18417 ..	1 wooden box
17342 ..	1 katty	18434 ..	12 coconuts
17481 ..	1 sarong	18506 ..	1 katty
17541 ..	1 katty	18538 ..	2 iron bars
17570 ..	1 mammoty	18580 ..	1 sarong
17631 ..	5 coconuts	18451 ..	1 katty and 2 empty bottles
17679 ..	1 katty	18485 ..	1 mammoty 1 banian, 1 rack, and 1 teapoy.
17801 ..	1 katty	18667 ..	1 katty
17816 ..	1 net	18714 ..	1 katty
17982 ..	1 sarong	18778 ..	1 katty
17999 ..	1 katty	18824 ..	1 katty
18059 ..	1 belt	18891 ..	1 small woden box
18111 ..	1 sarong	18905 ..	1 trunk, 1 small brass box, 1 chisel, and 18 silver amulets.
18123 ..	1 wooden box, 2 brass lamps, 1 brass spittoon, and 1 brass chatty.		

Dandagamuwa, May 8, 1926.

S. P. WICKRAMASINGHE,  
 Police Magistrate.

NOTICE is hereby given that the following unclaimed and confiscated articles will be sold by public auction at the Police Court, Galle, on Thursday, June 10, 1926, commencing at 12.30 P.M., viz. :—

*List of Articles for Sale.*

24,938 ..	Hood of a car	25,224 ..	1 umbrella
25,118 ..	1 box	A ..	2 lace teapoy cloths, 1 pillowcase, 2 camboys, 5 chintz cloth, 2 silk cloths
24,268 ..	1 large box	A ..	1 English drill coat, 2 sarongs, 1 safety razor, 2 gauze banians
24,459 ..	1 mamoty	26,213 ..	Lock and key
24,527 ..	1 belt	26,157 ..	3 sheets rubber
24,811 ..	195 empty bottles	26,540 ..	1 umbrella
24,609 ..	1 banian and towel	26,545 ..	3 spars
24,956 ..	1 sarong cloth, 1 white cloth		1 big jar
24,975 ..	1 sarong cloth		Watch and chain
24,697 ..	1 camboy		4 sarongs
24,916 ..	1 cartridge machine		1 drum
25,335 ..	1 watch out of order		1 banian
25,509 ..	1 cash box		1 towel
			1 white coat
			1 pair Cannanore trousers
			1 small barrel

Police Court,  
Galle, May 12, 1926.

N. E. ERNST,  
Police Magistrate.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended May 15, 1926.

*Births.*—The total births registered in the city of Colombo in the week were 103 (1 European, 11 Burghers, 62, Sinhalese, 11 Tamils, 11 Moors, 4 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1926, viz., 257,473) was 20.9, as against 25.9 in the preceding week, 32.1 in the corresponding week of last year, and 29.9 the weekly average for last year.

*Deaths.*—The total deaths registered were 119 (1 European, 7 Burghers, 64 Sinhalese, 22 Tamils, 17 Moors, 4 Malays, and 4 Others). The death-rate per 1,000 per annum was 24.1, as against 20.9 in the previous week, 34.0 in the corresponding week of last year, and 30.3 the weekly average for last year.

*Infantile Deaths.*—Of the 119 total deaths, 23 were of infants under one year of age, as against 22 in the preceding week, 41 in the corresponding week of the previous year, and 33 the average for last year.

*Stillbirths.*—The number of stillbirths registered during the week was 6.

*Principal Causes of Death.*—1. (a) Fourteen deaths from *Pneumonia* were registered, 4 in Maradana hospitals (including 1 death of a non-resident), 3 in New Bazaar, and 1 each in Kotahena North, Kotahena South, Maradana North, Maradana East, Slave Island, Kollupitiya, and Wellawatta South, as against 8 in the previous week, and 18 the weekly average for last year.

(b) Six deaths from *Influenza* were registered, 1 each in Kotahena South, New Bazaar, Maradana North, Maradana South, Slave Island, and Wellawatta South, as against 1 in the previous week, and 5 the weekly average for last year.

(c) Four deaths from *Bronchitis* were registered, 1 each in Kotahena South, Maradana hospital (of a non-resident) Maradana North and Kollupitiya, as against 3 in the previous week, and 5 the weekly average for last year.

2. Nine deaths from *Phthisis* were registered, 4 in St. Pauls, 2 in Maradana hospital (including 1 death of a non-resident), and 1 each in Kotahena North, New Bazaar, and Slave Island, as against 11 in the previous week, and 14 the weekly average for last year.

3. One death from *Enteric Fever* was registered in Slave Island, as against 3 in the previous week, and 6 the weekly average for last year.

4. Fifteen deaths were registered from *Infantile Convulsions*, 8 from *Enteritis*, 6 from *Debility*, 3 from *Dysentery*, 2 from *Diarrhoea*, 1 each from *Worms* and *Tetanus*, and 49 from *Other Causes*.

5. Twenty-two cases of *Chickenpox*, 5 of *Measles*, and 2 of *Enteric Fever*, were reported during the week, as against 19, 12, and 6, respectively, of the preceding week. No case of *Plague* was reported either this week or in the preceding week.

*State of the Weather.*—The mean temperature of air was 82.0°, against 82.6° in the preceding week and 83.9° in the corresponding week of the previous year. The mean atmospheric pressure was 29.804 in., against 29.853 in. in the preceding week, and 29.779 in. in the corresponding week of the previous year. The total rainfall in the week was 16.37 in., against 2.07 in. in the preceding week, and 0.54 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, May 18, 1926.

P. D. RATNAPUNGA,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

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

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

45. Such charge or lien may be made available by a sale of all or any of the shares subject to it, provided that no such sale shall be made except under a resolution of the Directors, and until notice in writing shall have been given to the indebted Shareholder or his executors or administrators, or the assignee or trustee in his bankruptcy, requiring him

or them to pay the amount for the time being due to the Company, and default shall have been made for twenty-eight days from such notice in paying the sum thereby required to be paid. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

46. The 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 tortuous act of any person with whom any moneys, securities, or effects shall be deposited or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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

## DISQUALIFICATION OF DIRECTORS.

102. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 98.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

No Director shall be disqualified from holding office by reason of entering into any contract with, or doing any work for, the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for, the Company or by reason of his being agent, or secretary, or solicitor, or broker 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 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 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 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 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. GREWAR, 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 :

[Third Publication.]

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

## MEMORANDUM OF ASSOCIATION OF CEYLON TEAS, LIMITED.

- Publication*
1. THE name of the Company is "CEYLON TEAS, 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 tea, coffee, cocoa, and general merchants, exporters, importers, indentors, brokers, commercial, financial, and forwarding agents, and dealers in foreign, and Island produce, and wares of all kinds.
    - (b) To plant, grow, prepare for market, export, import, manufacture, blend, and in any way deal in tea, coffee, cocoa, sugar, and other Island products, mustard, pickles, sauces, condiments of all kinds, preserves, and all or any other commodities and things, which may be conveniently used or manufactured in conjunction, with any of the above or any similar business or manufacture.
    - (c) To acquire, purchase, charter, hire, let on charter or hire, build, maintain and commission or otherwise employ steam and other ships or vessels, with all equipment and furniture and to employ same in the conveyance of persons, mails, goods, and otherwise.
    - (d) To carry on business as manufacturers of and dealers in corks, and all kinds of boxes and cases, wholly of card wood, metal or otherwise, casks, bottles, tins and other receptacles and as printers, colour printers, publishers and stationers.
    - (e) To carry on business as general carriers, railway and forwarding agents, warehousemen, and bonded store-keepers.
    - (f) To buy, sell, manufacture, repair, alter, and exchange, let on hire, import and export and deal in all kinds of articles and things which may be required for the purposes of any of the said businesses or commonly supplied or dealt in by persons engaged in any such businesses, or which may seem capable of being profitably dealt with, in connection with any of the said businesses.
    - (g) To carry on any other business whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with the objects herein set out or any of them or any other businesses the carrying on of which the Company may think directly, or indirectly conducive to the development of any business of the company or calculated directly or indirectly to enhance, the value of, or render profitable any of the Company's property or rights.
    - (h) To purchase, take on lease or licence or in exchange, hire or otherwise acquire, hold, sell and deal in any real and personal property in Ceylon or elsewhere or right or easement in respect thereto as may be deemed expedient from time to time, and to acquire by purchase, lease, licence, or otherwise any rights, concessions or privileges which the Company may think necessary or convenient for the purposes of its business with power also to give mortgages or other charges or securities to secure the payment of the whole or part of the purchase money of any property so bought or acquired by the Company, and otherwise to manage, work, develop, and lease or mortgage the same, and for the purposes of the Company's business to purchase, acquire, and own absolutely or conditionally and upon and subject to any terms or take on lease or in exchange any lands, buildings, stores, shops, or wharves.
    - (i) To improve, and develop the resources of and turn to account the land, buildings, and rights for the time being of the Company.
    - (j) To apply for purchase or otherwise acquire any patents, brevets d'invention, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit this Company, and to use, exercise, develop or grant licences in respect of or otherwise turn to account the property, rights, or information so acquired and any such patents, brevets d'invention, licences, concessions, and the like and also to apply for purchase, or otherwise acquire, use, turn to account and dispose of any copyrights, provisional, protections, designs or trade marks.
    - (k) To purchase, or otherwise acquire and undertake and extend the whole or any part of the business, goodwill property, and other assets and liabilities of any person or company carrying on any business which the Company is authorized to carry on or possessed of property suitable for any of the purposes of the Company.
    - (l) To enter into partnership, or into any arrangement for sharing profits, union of interests, co-operation, joint adventure, reciprocal concessions or otherwise with any person or company carrying on or engaged in or about to carry on, or engage in any business, or transaction which this Company is authorized to carry on or engage in or any business or transaction, capable of being conducted so as directly, or indirectly to benefit this Company. And to lend money to guarantee the contracts of, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company and to sell, hold, reissue, with or without guarantee or otherwise deal with the same.
    - (m) To amalgamate with any other company, firm, person, or association having objects altogether, or in part similar to those of this Company.
    - (n) To take or otherwise acquire, and hold or sell and dispose of stocks, shares or debentures in any other Company or Government or other bonds.
    - (o) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities both present and future of this Company or for any other purpose which may seem directly or indirectly calculated to benefit this Company.
    - (p) To sell, grant, options or rights to purchase over or otherwise dispose of, the undertaking of the Company, or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or securities of any other company, having objects altogether or in part similar to those of this Company.

- (g) To construct, build, repair, maintain, and alter any buildings or works for the purpose of the Company.
- (r) To invest, and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined.
- (s) To lend money to such persons, companies and corporations and on such terms as may seem expedient, and in particular to customers and others having dealings with the Company, and to guarantee the performance of contracts by any such persons or companies.
- (t) To borrow, or raise, or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future) including its uncalled capital and to purchase redeem or pay off any such securities.
- (u) To draw, make, accept, endorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments, and to give any guarantee for the payment of money or the performance of any obligation or undertaking.
- (v) To establish, and regulate whether in or out of the Island of Ceylon, agencies for any purposes of the Company and to establish local boards, to appoint attorneys, and agents and to open branch registers and to do all acts and things of whatever nature necessary to procure the Company to be registered, incorporated, or legally recognized in Great Britain, foreign countries, the Commonwealth of Australia or any of the States thereof, or elsewhere, and to secure to this Company the same rights and privileges in any Colony, State, or country, as are possessed by local companies or partnerships of a similar nature and to observe the statutory or other laws of any place in which this Company holds property or carries on business or exercises its powers and to do and perform all such acts and things as may be required by such law in relation to the property or business of this Company, and in the course of the exercise of its powers.
- (w) To distribute any of the property of the Company in specie amongst its members.
- (x) To give any guarantee, or enter into any bond in connection with the Company's business.
- (y) To enter into any arrangement with employees and others for the payment of bonuses or for co-partnership or for participation in the profits of the Company or in any scheme of profit sharing and to provide for the welfare of employees or ex employees of this Company or of employees formerly employed in any business acquired by this Company, and the families of and persons dependent upon such employees or ex employees by grants of money, pensions, or other payments and by providing or contributing towards libraries, places of instruction or recreation, and hospital, dispensaries, and medical and other attendance and by providing houses or living accommodation and in any other manner.
- (z) To obtain any provisional order or other official government, power or authority or Act of Parliament for enabling the Company to carry any of its objects into effect or for effecting any modification of the Company's constitution or for any other purpose which may seem expedient and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (aa) To procure the Company to be registered or recognized in any other part of the world or in any other country or place.
- (bb) To join or become members of any association, company or society formed or to be formed for the protection or advancement of the interests of employers or capitalists or others engaged in any trade or business and to subscribe to or subsidize any such associations company, or society.
- (cc) To enter into any arrangements with any government, municipalities, or other corporations or public bodies or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain any arrangements, franchises, charters, rights, privileges, and concessions which the Company may think it desirable to obtain and to carry out, exercise, and comply with any such arrangements, franchises charters, rights, privileges, and concessions.
- (dd) To expend money in any way which the Company may think fit with the view of improving the value of any business or property of the Company and to make donations and prizes to such persons and in such cases as the Company may think expedient.
- (ee) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, or otherwise, and either alone or in conjunction with others.
- (ff) To pay all costs, charges, and expenses of, and incidental to, or in connection with the formation of the Company.
- (gg) To do all such other things as are incidental or conducive to the attainment of the above objects, or any of them, or which may be conveniently carried on and done in connection therewith, or which may be calculated directly or indirectly to enhance the value of or render profitable any business or property of the Company.

And it is hereby declared that the word "Company" in this clause shall be deemed to include any government, body, authority, partnership, or other body of persons, whether incorporated or not, and whether registered or domiciled in the Island of Ceylon, or elsewhere. And it is hereby further declared that the objects set forth in any sub-clause of this clause shall not (except when the context expressly so requires) be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the same of the Company or by the nature or description of the property hereinbefore stated to be acquired or by the juxtaposition of any two or more objects or by any objects being or being deemed a main or dominant object, but each shall be and be deemed to be an independent object. The Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world.

4. The liability of the shareholders is limited.

5. The capital of the Company is 300,000 Rupees divided into 30,000 shares of Ten rupees each.

The Company shall have power to increase or reduce its capital and to divide the shares in the original capital or increased capital for the time being into several classes and to issue any part or parts of the original capital or increased capital for the time being with such deferred, qualified, or special rights, privileges, or conditions with reference to preferential, guaranteed, fixed, fluctuating, redeemable, or other dividend or interest, and with such priority in the distribution of assets or otherwise as shall from time to time be determined by the Company.

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, Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. D. THORNTON of Colombo .. .. .	One
W. K. S. HUGHES of Colombo .. .. .	One
C. H. S. BLATCH of Colombo .. .. .	One
JOS. F. MARTYN of Colombo .. .. .	One
A. R. NELSON of Colombo .. .. .	One
E. C. FORD of Colombo .. .. .	One
J. O'CONNELL of Colombo .. .. .	One
Total Shares taken .. .. .	Seven

Dated the Sixteenth day of April, 1926.

Witness to the above signatures at Colombo :

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

#### ARTICLES OF ASSOCIATION OF CEYLON TEAS, LIMITED.

THE regulations contained in the Table marked "C" in the schedule to the Companies Ordinance, No. 4 of 1861, (hereinafter called Table "C") shall apply to the Company and be deemed to be incorporated herewith except so far as they are herein expressly or by implication, modified or excluded or declared not to apply and in the construction of these present word importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural number and *vice versā* and words importing persons shall include corporations.

2. Regulation 24 of Table "C" is expressly excluded and the following regulations substituted therefor, namely, "Subsequent General Meetings shall be held at least once in every year at such time and place as may be determined by the Directors."

3. A quorum at any General or Extraordinary General Meeting of the Company shall consist of not less than three Shareholders and regulation 32 of Table "C" is modified accordingly.

4. Regulations 39, 42, 43, and 44 are expressly excluded and the following regulations substituted therefor, namely—

(a) On a show of hands every Shareholder present in person shall have one vote. On a poll every Shareholder shall have one vote for each share of which he is the holder.

(b) No Shareholder shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

(c) On a poll votes may be given either personally or by proxy.

(d) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorized.

(e) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

(f) An instrument appointing a proxy may be in the following form or in any other form which the Directors shall approve :—

*Ceylon Teas, Limited.*

"I, \_\_\_\_\_ of \_\_\_\_\_ being a Shareholder of Ceylon Teas, Limited, hereby appoint \_\_\_\_\_ of \_\_\_\_\_ as my proxy 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 \_\_\_\_\_ and at any adjournment thereof."

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

5. The following new regulations shall be added after regulation 46 of Table "C" namely :—

46a. A Director may with the consent of his Co-Directors be absent from the meetings of the Directors for such period or periods as he shall think fit.

46b. Each Director shall have the power to appoint in writing any person whether a Shareholder of the Company or not to act as a Deputy Director in his place during his absence or inability to act as Director and at his discretion to remove such Deputy Director.

46c. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

46d. A resolution in writing signed by a majority of the Directors shall be as valid and effectual, as if it had been passed at a meeting of the Directors duly called and constituted and every such resolution shall be as soon as practicable entered on the minutes of the Directors' meetings.

46e. The Directors shall provide for the safe custody of the seal and the seal shall never be affixed to any document except by the authority previously given of the Board or of a committee of Directors empowered by the Board to affix such seal and in the presence of two Directors.

6. Regulation 48 of Table "C" is expressly excluded and the following substituted therefor, namely:—

48. No Director shall be disqualified by reason of his holding office from contracting with the Company either as vendor, purchaser, or otherwise, nor shall any such contract or any contract or arrangement entered into by or on behalf of the Company with any Director or with any company or partnership of or in which any Director shall be a Director or a member or be in any way interested be avoided nor shall any Director so contracting or being such a Director or member or so interested nor any company or partnership of or in which he shall be a Director or member or be in any way interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established. Any Director or any company or partnership of which a Director is or hereafter may be a Director or member or in which he is or hereafter may be in any way interested may enter into contracts or arrangements with this Company and any Director of this Company may vote as a Director or Shareholder in respect of any contract or arrangement mentioned in this Article and retain for his own use or for the use of such company or partnership profits made by him under any such contract or arrangement. Provided always that he must disclose his interest to his Co-Directors before the contract or arrangement is entered into by the Directors unless the nature of the Director's interest appears on the face of the contract or arrangement.

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.

7. Regulation 64 of Table "C" is expressly excluded and the following substituted therefor, namely:—

64a. The Directors may at such times as the circumstances of the Company warrant the same declare dividend to be paid to the Shareholders in proportion to the number of their shares and the amount paid up or deemed to be paid up thereon respectively.

64b. The Directors may if they shall think fit declare from time to time such interim dividends on account as in their opinion the position of the Company justifies.

8. Regulation 85 of Table "C" is expressly excluded and the following regulations substituted therefor, namely:—

85. (a) A notice may be served upon any Shareholder whose registered address is in Ceylon either personally or by posting it in a post office to such address in a prepaid envelope.

(b) Each holder of registered shares whose registered place of address is not in Ceylon may from time to time notify in writing to the Company an address which shall be deemed his registered place of address within the meaning of these Articles of Association.

(c) As regards those Shareholders who have no registered place of address in Ceylon a notice posted up in the office shall be deemed to be duly served on them at the expiration of twenty-four hours after it is so posted up.

(d) Any notice sent by post shall be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office. And a certificate in writing signed by any Manager, Secretary, or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

(e) Any notice or document delivered or sent by post to or left at the registered address of any Shareholder in pursuance of these presents shall notwithstanding such member be then deceased and whether or not the Company have notice of his decease be deemed to have been duly served in respect of any registered shares whether held solely or jointly with other persons by such Shareholder until some other person be registered in his stead as the holder or joint-holder thereof and such service shall for all purposes of these presents be deemed a sufficient service of such notice or document on his or her heirs, executors, or administrators, and all persons, if any, jointly interested with him or her in any such share.

We, the several persons whose names and addresses are subscribed being subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association:—

H. D. THORNTON, Colombo.

W. K. S. HUGHES, Colombo.

C. H. S. BLATCH, Colombo.

JOS. F. MARTYN, Colombo.

A. R. NELSON, Colombo.

E. C. FORD, Colombo.

J. O'CONNELL, Colombo.

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

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

*Publication*

**MEMORANDUM OF ASSOCIATION OF THE TAURUS ESTATES, LIMITED.**

1. The name of the Company is "THE TAURUS ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (1) To purchase, or otherwise acquire two allotments of land called Fernlee and Bulatkandēkele, situate in the District of Ratnapura, of the Island of Ceylon.
  - (2) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights, and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
  - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable estates or property, and assets of any kind of the Company, or any part thereof.
  - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
  - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
  - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug-owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
  - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights, and information so acquired.
  - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
  - (9) 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, or products, and generally to carry on the business of mining in all its branches.
  - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
  - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee-curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
  - (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India, and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, 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.
  - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; 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.
  - (14) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the employees or ex employees of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object and to make gifts and bonuses to persons in the employment of the Company.
  - (15) To enter into any arrangements with any authorities, government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.



- (16) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (17) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (18) To lend money on any terms and, 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 or book debts, or without any security at all.
- (19) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company, either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (20) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (21) To cause or permit any debentures, debenture stock, bonds, 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.
- (22) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (23) 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.
- (24) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (25) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company, or the conduct of its business.
- (26) To do all or any of the above things in any part of the world, as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees, or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (27) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (28) To pay for any lands and real or personal, immovable or movable estate, 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 (whether fully paid up or partly paid up), or in debentures, 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 as fully paid up or partly paid up for such purpose.
- (29) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures, or debenture stock, or obligations of any Company or person, or partly one and partly any other.
- (30) 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.
- (31) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, and in case of doubt as to what shall be so necessary, incidental, conducive, or convenient as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the word "company," except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph, or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 100,000 shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions, and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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
IAN. W. AITKEN, Colombo .. .. .	One
R. W. FOWKE, Colombo .. .. .	One
P. W. GORDON SPENCE, Colombo .. .. .	One
GEO. P. EDGE, Colombo .. .. .	One
C. A. B. STARLING, Colombo .. .. .	One
J. PHILIP, Colombo .. .. .	One
F. O. FRANCILLON, Colombo .. .. .	One
Total number of shares taken ..	Seven

Witness to the above signatures at Colombo, this Twenty-sixth day of April, 1926 :

STANLEY F. DE SARAM,  
Proctor, Supreme Court, Colombo.

### ARTICLES OF ASSOCIATION OF THE TAURUS ESTATES, LIMITED.

It is agreed as follows :—

1. (a) *Table C not to apply ; Company to be governed by these Articles.*—The regulations contained in 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.
- (b) The sub-headings in these Articles shall not be deemed to be part of or affect the construction of these presents.
2. *Power to alter the Regulations.*—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.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

#### INTERPRETATION.

4. *Interpretation Clause.*—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 :—
  - Company.*—The word “Company” means “The Taurus Estates, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.
  - The Ordinance.*—“The Ordinance” means and includes “The Joint Stock Companies’ Ordinances, 1861 to 1919,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.
  - Special Resolution.*—“Special resolution” has the meaning assigned thereto by the Ordinance.
  - Extraordinary Resolution.*—“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 at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.
  - These Presents.*—“These presents” means and includes the Memorandum of Association and the Articles of Association of the Company from time to time in force.
  - Capital.*—“Capital” means the capital for the time being raised or authorized to be raised for the purposes of the Company.
  - Shares.*—“Shares” means the shares from time to time into which the capital of the Company may be divided.
  - Shareholder.*—“Shareholder” means a Shareholder of the Company.
  - Presence or Present.*—With regard to a Shareholder “presence or present” at a meeting means presence or present personally or by proxy or by attorney duly authorized.
  - Directors.*—“Directors” means the Directors for the time being of the Company or (as the case may be) the Directors assembled at a Board.
  - 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.*—“Persons” means partnerships, associations, corporations, companies, unincorporated or incorporated by Ordinance and registration, as well as individuals.
  - Office.*—“Office” means the registered office for the time being of the Company.
  - Seal.*—“Seal” means the common seal for the time being of the Company.
  - Month.*—“Month” means a calendar month.
  - In Writing and Written.*—“In writing” and “written” include printing, lithography, and other modes of representing or reproducing words in a visible form.
  - Singular and Plural Number.*—Words importing the singular number only include the plural, and *vice versa*.
  - Masculine and Feminine Gender.*—Words importing the masculine gender only include the feminine, and *vice versa*.

#### BUSINESS.

5. (a) *Commencement of Business.*—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 notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

5. (b) *Acquisition of Fernlee and Bulatkandekale.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire all those two allotments of land called and known as Fernlee and Bulatkandekale, situate in the District of Ratnapura, in the Island of Ceylon, and accordingly no objection shall be made by this Company or by any Shareholder, creditor, or liquidator thereof, to the said purchase or acquisition, upon the ground that the

vendors, promoters, or other persons, interested or any of them stand in a fiduciary position, towards this Company, or that there is in the circumstances no independent board of this Company and any Director of this Company who is interested therein, shall be entitled to retain and dispose of for his own use all benefits (if any), accruing to him directly or indirectly under or by virtue of the said purchase or acquisition, and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in any wise connected therewith, and every Shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

6. *Business to be carried on by Directors.*—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.

7. *Nominal Capital.*—The nominal capital of the Company is One Million Rupees (Rs. 1,000,000) divided into 100,000 shares of Ten Rupees (Rs. 10) each.

#### SHARES.

8. (a) *Issue and Allotment.*—The shares, except where 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 may consider proper; provided that such unissued shares shall be first offered by the Directors to the registered Shareholders for the time being of the Company, in accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class, as nearly as possible in proportion to the shares already held by them, and such shares as shall not be accepted by the Shareholder or Shareholders to whom the shares shall have been offered within the time specified in that behalf by the Directors, may be disposed of by the Directors in such manner as they think most beneficial to the Company; provided also that the Directors may at their discretion allot any unissued shares in payment for any estate or lands or other property purchased or acquired by the Company or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company, and may make arrangements on an 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.

8. (b) *Commission for placing Shares.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares in the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares in the Company.

9. *Payment of Amount of Shares by Instalments.*—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 share.

10. *Acceptance.*—Every person taking any share in the Company shall testify his acceptance thereof by writing under his hand in such form as the Company from time to time directs.

11. *Payment.*—Payment for shares shall be made in such manner as the Directors shall from time to time determine and direct.

12. *Shares held by a Firm.*—Shares may be registered in the name of a firm, 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, but not more than one partner may vote at a time.

13. *Shares held by two or more Persons not in Partnership.*—Shares may be registered in the names of two or more persons not in partnership.

14. *One of Joint-Holders other than a Firm may give Receipts; only one of Joint-Holders resident in Ceylon entitled to vote.*—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 or 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.

15. *Survivor of Joint-Holders, other than a Firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, 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.

16. *Liability of Joint-Holders.*—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. *Trusts or any Interest in Share other than that of Registered Holder or of any Person under Article 39 not recognized.*—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 Article 39 to become a Shareholder in respect of any share.

#### INCREASE OF CAPITAL.

18. *Increase of Capital by Creation of New Shares.*—The Company in General Meeting may, by special resolution from time to time, increase the capital by creation of new shares of such amount 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.

19. *Issue of New Shares.*—The new shares shall be issued upon such terms and conditions and with such preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, as the general meeting resolving on the creation thereof or any other general meeting of the Company shall direct; and in particular such shares may be issued with a preferential or qualified right to the dividends and in the distribution of assets of the Company, and with a special or without any right of voting. The Directors shall have power to add to such new shares such an amount of premium as they may consider proper.

20. *How carried into Effect.*—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 accordance with their rights and subject in the case of preference shares or shares of any particular class to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class, as nearly as possible in proportion to the existing shares held by them. 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 in payment of any estates or lands or other property purchased or acquired by the Company, or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

21. *Same as Original Capital.*—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 provisions herein contained with reference to the payments of calls and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise.

#### REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

22. *Reduction of Capital and Subdivision or Consolidation of Shares.*—The Company in general meeting may, by special resolution, reduce the capital in such manner as such special resolution shall direct, and may, by special resolutions subdivide or consolidate the shares of the Company or any of them.

#### SHARE CERTIFICATES.

23. *Certificates how issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the distinctive number of the share in respect of which it is issued.

24. *Certificates to be under Seal of Company.*—The certificates of shares shall be issued under the seal of the Company.

25. *Renewal of Certificate.*—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 shall be given to the person entitled to such lost or destroyed certificate. A sum of fifty cents shall be payable for such new certificate.

26. *Certificate to be delivered to the first named of Joint-Holders not a Firm.*—The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

#### TRANSFER OF SHARES.

27. *Exercise of Rights.*—No person shall exercise any right of a Shareholder until his name shall have been entered in the register of Shareholders, and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him.

28. *Transfer of Shares.*—Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

29. *No Transfer to Minor or Person of Unsound Mind.*—No transfer of shares shall be made to a minor or person of unsound mind.

30. *Register of Transfers.*—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.

31. *Instrument of Transfer.*—The instrument of transfer of any share shall be signed both by the transferor and transferee, and the transferor shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

32. *Board may decline to register Transfers.*—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 has a lien or otherwise; or to any person not approved by them.

33. *Not bound to state Reason.*—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 declination shall be absolute.

34. *Registration of Transfers.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 32, 33, and 35, shall register the transferee as a Shareholder and retain the instrument of transfer.

35. *Directors may authorize Registration of Transferees.*—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.

36. *Directors not bound to inquire as to Validity of Transfer.*—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, if at all, upon the transferee only.

37. *Transfer Books when to be closed.*—The transfer books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First Ordinary General Meeting; also, when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

#### TRANSMISSION OF SHARES.

38. *Title to Shares of Deceased Holder.*—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 shares of such Shareholder.

39. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, 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 the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as the Company think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2·50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 39, shall not, from any cause whatever, within 12 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 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell the same 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; 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.

41. *The Directors may accept Surrender of Shares.*—The Directors may accept, in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed upon a surrender of the shares of Shareholders who may be desirous of retiring from the Company.

42. (a) *If Call or Instalment not paid, Notice to be given to Shareholder.*—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 or his executors or administrators, or heirs, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

(b) *Terms of Notice.*—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.

(c) *In Default of Payment, Shares 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.

(d) *Shareholders still liable to pay Money owing at Time of Forfeiture.*—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, 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 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

43. *Surrendered or Forfeited Shares to be the Property of the Company, and may be sold, &c.*—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 upon such terms and in such manner as the Board shall think fit.

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

45. (a) *Certificate of Surrender or Forfeiture.*—A certificate in writing, under the hands of two of the Directors and of the Agent or Secretary or Agents 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; 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; such purchaser thereupon 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.

(b) *Forfeiture may be remitted.*—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 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allocated, or otherwise disposed of under Article 43 hereof, shall be redeemable after sale or disposal.

46. *Company's Lien on Shares.*—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 otherwise, and whether due from any such holder individually or jointly with others, including all calls, resolutions for which shall have been passed by the Directors, 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.

47. *Lien how made Available.*—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 heirs, 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.

48. *Proceeds how applied.*—The net proceeds of any such sale as aforesaid under the provisions of Articles 43 and 47 hereof shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) shall be paid to such Shareholder or his representatives.

49. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the Agent or Secretary or Agents or Secretaries that the power of sale given by Article 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

50. *Transfer on Sale how executed.*—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.

51. *Preference and Deferred Shares.*—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 payment 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 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.

52. *Modification of Rights and Consent thereto.*—If at any time, by the issue of preference shares or otherwise the capital is divided into shares of different classes—

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares.
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in general meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this Article 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 as aforesaid in any case in which but for this Article the object of the resolution could have been effected without it.

53. *Meeting affecting a Particular Class of Shares.*—Any meeting for the purpose of the last preceding Article 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 Shareholder, 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 Shareholder personally present and entitled to vote at the meeting.

#### CALLS.

54. (a) *Directors may make Calls.*—The Directors may from time to time make such calls as they think fit upon the registered holders of shares, in respect of moneys unpaid thereon, and not by the conditions of allotment made payable at fixed times; and each Shareholder shall pay the amount of every call so made on him to the persons and at the times and places appointed by the Directors, provided that two months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call.

(b) *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board meeting of the Directors or by resolution in writing in terms of Article 121.

(c) *Extension of Time for Payment of Call.*—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 of favour.

55. *Interest on Unpaid Call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this Article.

56. *Payments in Anticipation of Calls.*—The Directors may at their discretion receive from any Shareholder willing to advance the same, and upon such terms as they think fit, all or any part of the amount of his shares beyond the sum actually called up.

#### BORROWING POWERS.

57. *Power to Borrow.*—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, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred Thousand Rupees (Rs. 100,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the repayment of any such sum or sums of money so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged, as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. 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. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agent or Secretary or Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

59. *Subsequent General Meetings.*—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 prescribed, at such time and place as may be determined by the Directors.

60. *Ordinary and Extraordinary General Meetings.*—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.

61. (a) *Extraordinary General Meetings.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall do so upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote.

(b) Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors, unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 61 (a) hereof mentioned may be postponed by the Directors by notice in writing, and the meeting shall subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

62. *Requisition of Shareholders to state Object of Meeting; on Receipt of Requisition, Directors to call Meeting, and in default Shareholders may do so.*—Any requisition so made shall express the object of the meeting proposed to be called shall be addressed to the Directors, and shall be sent to the registered office of the Company. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the Shareholders convening the meeting may themselves fix.

63 *Notice of Resolution.*—Any Shareholder may, on giving not less than ten days' previous notice of any resolution, submit the same to a meeting. Such notice shall be given by leaving a copy of the resolution at the registered office of the Company.

64. (a) *Seven Days' Notice of Meeting to be given.*—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 either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any General Meeting; provided, however, that holders of preference shares or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference shares or shares of such particular class they shall not be entitled to attend or vote.

(b) *Two Meetings convened by one Notice.*—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 on the resolution being passed by the requisite majority at the first meeting.

65. *Business requiring and not requiring Notification.*—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 there at 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 retiring in rotation, and to fix the remuneration of the Directors and Auditors; and shall also be competent to enter upon discuss and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

66. *Notice of other Business to be given.*—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.

67. *Quorum to be Present.*—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 in person at the commencement of the business two or more persons, being Shareholders, entitled to vote, or persons holding proxies or powers of attorney from Shareholders entitled to vote.

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

69. *Chairman of Directors or a Director to be Chairman of General Meeting; in Case of their Absence or Refusal a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within 15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

70. *Business confined to Election of Chairman while Chair Vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.

71. *Chairman with Consent may adjourn Meeting.*—The Chairman, with the consent of the meeting, may 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 shall be given.

72. *Minutes of General Meetings.*—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. *Votes.*—At any meeting every resolution shall in the first instance be decided by a show of hands. In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder; and unless a poll be immediately demanded in writing by some Shareholder present at the meeting 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 of votes recorded in favour of or against such resolution.

74. *Poll.*—If a poll be duly demanded, the same shall be taken in such manner, and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

75. *Poll how taken.*—If at any meeting a poll be demanded by notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall, if necessary, be adjourned and the poll shall be taken at such time 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 taken shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

76. *No Poll on Election of Chairman or on Question of Adjournment.*—No poll shall be demanded on the election of a Chairman of the meeting or on any question of adjournment.

77. *Voting in Person or by Proxy or Attorney.*—Votes may be given either personally or by proxy or by attorney duly authorized.

78. *Number of votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy, or attorney, shall have one vote for every one share held by him up to ten shares, he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares, an additional vote for every one hundred shares beyond the first one hundred shares up to one thousand shares, and an additional vote for every two hundred and fifty shares held by him beyond the first one thousand shares. When voting on a resolution involving the sale of the Company's estates or any of them or any part or portion thereof, or the winding up of the Company, every Shareholder shall have one vote for every share held by him.

79. *Curator of Minor, &c., when not entitled to vote.*—The parent or curator of a minor Shareholder, the committee or other legal guardian of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator or heirs 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 minor, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.

80. *Non-Shareholder not to be appointed Proxy; but Attorney though not Shareholder may vote.*—No person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company.

81. *Shareholder in Arrear or not registered at least Three Months previous to the Meeting not to vote.*—No Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid; and no Shareholder other than the trustee or assignee of a bankrupt or representative of a deceased Shareholder, or person acquiring by marriage, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak. Provided always that an instrument appointing a proxy may be signed by the attorney of the appointer duly authorized in writing under the hand or the common seal as the case may be of the appointor.

82. *Proxy to be printed or in Writing.*—The instrument appointing a proxy shall be printed or written, and shall be signed by the appointor, or if such appointor be a corporation, it shall be under the common seal of such corporation.

83. (a) *When Proxy to be deposited.*—The instrument appointing a proxy shall be deposited at the registered office of the Company not less than twenty-four hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote.

(b) *When Power of Attorney to be deposited.*—The power of attorney under which a proxy has been signed or under which a person proposes to vote shall be deposited at the registered office of the Company for registration in the books of the Company at least twenty-four hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such power of attorney or in the proxy, as the case may be, proposes to vote.

84. *Form of Proxy.*—Any instrument appointing a proxy may be in the following form:—

*The Taurus Estates, Limited.*

I, \_\_\_\_\_, of \_\_\_\_\_, appoint \_\_\_\_\_, of \_\_\_\_\_ (a Shareholder in the Company), 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 \_\_\_\_\_.

85. *Objection to Validity of Vote to be made at the Meeting or Poll.*—No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorneys) 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 objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

86. *No Shareholder to be prevented from voting by being personally interested in Result.*—No Shareholder shall be prevented from voting by reason of his being personally interested in the result of the voting.

DIRECTORS.

87. *Number of Directors.*—The number of Directors shall never be less than two nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but in the event of a quorum of Shareholders not attending such meeting, the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act, except for the purpose of appointing another, and, if necessary, enabling him to be placed on the Register of Shareholders.

88. (a) *Their Qualification.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least One thousand Rupees (Rs. 1,000), and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

(b) As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs. 5,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time by ordinary resolution increase or by special resolution reduce the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Herbert Douglas Garrick of Ukuwela estate, Ukuwela; John Boyd Coles of Nilambe, Galaha; Lewis Morris Wallace Wilkins of Culloden, Neboda; and Francis Oliver Francillon of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their Remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or 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.

91. *Appointment of Successors to Directors.*—The 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 General Meeting. No person not being a retiring Director shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any General Meeting, unless he or some other Shareholder intending to propose him has, at least seven clear days before the meeting, left at the office, a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

92. *Board may fill up Vacancies.*—The Board shall have power at any time and from time to time before the First Ordinary General Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.



93. *Duration of Office of Director appointed to Vacancy.*—Any casual vacancy occurring in the number of Directors subsequent to the First Ordinary General Meeting may be filled up by the Directors, but any person so chosen shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

94. *To retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year, one of the Directors for the time being shall retire from office as provided in Article 95.

95. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, and Fourth Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

96. *Retiring Directors, eligible for Re-election.*—Retiring Directors shall be eligible for re-election.

97. *Decision of Question as to Retirement.*—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. *Number of Directors how increased or reduced.*—The Directors, subject to the approval of a General Meeting, may from time to time, at any time subsequent to the Second Ordinary General Meeting, increase or reduce the number of Directors, and may also, subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

99. *If Election not made, Retiring Directors to continue until next Meeting.*—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 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.

100. *Resignation of Directors.*—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 office, or by tendering his written resignation at a Meeting of the Directors.

101. No contract, arrangement, or transaction entered into by or on behalf of the Company with any Director, or with any Company or co-partnership of which a Director is a partner, or of which he is a Director, Managing Director or Manager, shall be void or voidable, nor shall such Director be liable to account to the Company for any profit realized by such contract, arrangement or transaction by reason only of such Director holding that office, or of the fiduciary relation thereby established, provided that the fact of his interest or connection therewith be fully disclosed to the Company or its Directors.

102. *When Office of Director to be vacated.*—The office of Director shall be vacated—

- (a) If he accept or hold any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary under the Company.
- (b) If he become bankrupt or insolvent, or suspend payment, or file a petition for the liquidation of his affairs or compound with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he cease to ordinarily reside in Ceylon or be absent from Ceylon for a period of three consecutive months.

*Exceptions.*—But the above rule shall be subject to the following exceptions: That no Director shall vacate his office 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 of which he is a Director, or by his being agent or secretary or proctor, or by his being a member of a firm who are agents or secretaries or proctors of the Company; nevertheless, he shall not vote in respect of any contract, work, or business in which he may be personally interested.

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

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

105. *No Contribution to be required from Directors beyond Amount, if any, unpaid on their Shares.*—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.

#### POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said two allotments of land called Fernlee and Bulatkandekale, situated in the Ratnapura District.

107. *To manage Business of Company and pay Preliminary Expenses, &c.*—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 period and on such terms as they shall determine, and the Directors may 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 connection with the placing of the shares of the Company, and in and about the valuation, purchase, or acquisition of the said two allotments of land and the purchase, lease, or acquisition of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

108. *To acquire Property, to appoint Officers, and pay Expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates; land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration, and upon such title, and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company, as they may from time to time think proper, and for that purpose

may appoint such managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, 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, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable, and without assigning any cause.

109. *To appoint Proctors and Attorneys.*—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.

110. *To open Banking Accounts and operate thereon, &c.*—The Directors shall have power to open 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.

111. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders 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, lands, and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates, land or lands, or the sublease of the whole or any part or parts thereof 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.

112. *General Powers.*—The Directors 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 the 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, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in General Meeting subject, nevertheless, to the provisions of the Ordinance 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 regulation made by the Company in General Meeting shall invalidate any prior act of the Board, which would have been valid if such regulation had not been made. The generality of the powers conferred by any article in these presents on the Directors shall not be limited by any Article conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by or against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (4) 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.
- (5) To invest any of the moneys of the Company which the Directors may consider not 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.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time 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 hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

114. *Meeting of Directors.*—The Directors may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they may think fit, and determine the quorum necessary for the transaction of business; until otherwise determined, two Directors shall be a quorum.

115. *A Director may summon Meetings of Directors.*—A Director may at any time summon a meeting of Directors,

116. *Who is to preside at Meetings of Board.*—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.

117. *Questions at Meetings how decided.*—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.

118. *Board may appoint Committees.*—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.

119. *Acts of Board or Committee Valid notwithstanding Informal Appointment.*—The acts of the Board or of any committee appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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 every person had been duly appointed provided the same be done before the discovery of the defect.

120. *Regulation of Proceedings of Committees.*—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.

121. *Resolution in Writing by all the Directors as Valid as if passed at a Meeting of Directors.*—A resolution in writing signed by all the Directors for the time being resident in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that not fewer than two Directors shall sign it.

122. *Minutes of Proceedings of the Company and the Directors to be recorded.*—The Directors shall cause minutes to be made in books to be provided for the purpose of the following matters, *videlicet* :—

- (a) Of all appointments of officers and committees made by the Directors.
- (b) Of the names of the Directors present at each meeting of the Directors and of the members of the committee appointed by the Board present at each meeting of the committee.
- (c) Of the resolutions and proceedings of all general meetings.
- (d) Of the resolutions and proceedings of all meetings of the Directors and of the committees appointed by the Board.
- (e) Of all orders made by the Directors.
- (f) Of the use of the Company's seal.

123. *Signature of Minutes of Proceedings and Effect thereof.*—All such minutes shall be signed by the person or one of the persons 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 or one of the persons who shall preside as Chairman at the next ensuing General Meeting, Board Meeting, or Committee Meeting, respectively; 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.

#### COMPANY'S SEAL.

124. *The Use of the Seal.*—The seal of the Company shall not be used or affixed to any deed certificate of shares or other instrument except in the presence of two or more of the Directors or of one Director and the agents and secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the agents and secretaries, in the event of a firm being the agents and secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing the firm name or the firm name *per procuracionem* or signing for and on behalf of the said firm as such agents and secretaries, and in the event of a company registered under the Ordinance being the agents and secretaries, being signified by a Director or the secretary or the duly authorized attorney of such company signing for and on behalf of such company as agents and secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the agents and secretaries. Any instrument sealed with the seal of the Company and signed by two or more Directors or by one Director and the agents and secretaries of the Company shall be presumed to be duly executed.

#### ACCOUNTS.

125. *What Accounts to be kept.*—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 receipt and expenditure take place, 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; and 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.

126. *Accounts how and when open to Inspection.*—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 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 the Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

127. *Statement of Accounts and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the profit and loss account for the preceding financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up as at the end of the same period.

128. *Report to accompany Statement.*—Every such statement shall be accompanied by a report as to the state and condition of the Company, and as to the amount which they recommend to 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. *Copy of Balance Sheet to be sent to Shareholders.*—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.

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

130. Where any asset is bought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the terms that the Company shall as from that date take the profits and bear the losses thereof, such profits or losses, as the case may be, shall, at the discretion of the Directors, be credited or debited wholly or in part to revenue account, and in that case the amount so credited or debited shall for the purpose of ascertaining the fund available for dividend be treated as a profit or loss arising from the business of the Company.

131. *Declaration of Dividend, &c.*—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.

Any General Meeting may direct payment of any dividend declared at such meeting or of any interim dividends which may subsequently be declared by the Directors, wholly or in part in sterling 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 where 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.

132. *Interim Dividend.*—The Directors may also, if they think fit, from time to time and at any time, without the sanction of a General Meeting, determine on and declare an interim dividend to be paid, and (or) pay a bonus to the Shareholders on account and in anticipation of the dividend for the then current year.

133. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may 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 shall think fit, or place the same on fixed deposit in any bank or banks.

134. (a) *Application thereof.*—The Directors may from time to time apply such portions as they think fit of the reserve fund to meet contingencies, or for the payment of accumulated dividends due on preference shares or for equalizing dividends, or for working the business of the Company, or for repairing or maintaining or extending the buildings and premises, or for the repair or renewal or extension of the property or plant connected with the business of the Company or any part thereof, or for any other purpose of the Company which they may from time to time deem expedient.

(b) *Issue of Bonus out of Reserve.*—The Directors may, with the sanction of the Company in General Meeting from time to time, apply such portion of the reserve fund or any other fund representing undivided profits of the Company, as the General Meeting sanctioning such application may direct, in or towards payment of a bonus in accordance with their rights to the Shareholders, or to the members of any class of Shareholders, and may with the like sanction satisfy such bonus or any part thereof by the issue and allotment in accordance with their rights to the Shareholders, or to the members of any class of Shareholders, of shares in the Company to be issued and allotted in accordance with their rights to the Shareholders or the members of any class of Shareholders, in such proportions and upon such terms in all respects, as the General Meeting sanctioning the same may direct.

135. *Unpaid Interest or Dividend not to bear Interest.* No unpaid interest or dividend or bonus shall ever bear interest against the Company.

136. *No Shareholder to receive Dividend while Debt due to Company.*—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.

137. *Directors may deduct Debt from the Dividends.*—The Directors may deduct from the dividend or bonus payable to any Shareholder all sums of money due from him (whether alone or jointly with any other person) to the Company, and notwithstanding such sums shall not be payable until after the date when such dividend is payable.

138. *Dividends may be paid by Cheque or Warrant and sent through the Post.*—Unless otherwise directed any dividend may be paid by cheque or warrant sent through the post to the registered address of the Shareholder entitled, or, in the case of joint-holders, to the registered address of that one whose name stands first on the register in respect of the joint-holding; but the Company shall not be liable or responsible for the loss of any such cheque or dividend warrant sent through the post.

139. *Notice of Dividend: Forfeiture of Unclaimed Dividend.*—Notice of the declaration of any dividend or bonus shall be given to each Shareholder entitled thereto; and all dividends or bonuses unclaimed by any Shareholder for three years after notice thereof is given may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this Article any cheques or warrants which may be issued for dividends or bonuses and may not be presented at the Company's bankers for payment within three years shall rank as unclaimed dividends.

140. *Shares held by a Firm.*—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.

141. *Joint-Holders other than a Firm.*—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.

#### AUDIT.

142. *Accounts to be audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet and profit and loss account ascertained by one or more auditor or auditors.

143. *Qualification of Auditor.*—No person shall be eligible as an auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. 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 his continuance in office, be eligible as an Auditor.

144. *Appointment and Retirement of Auditors.*—The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration; all future Auditors, except as is hereinafter mentioned, shall be appointed at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the Ordinary General Meeting after their respective appointments, or until otherwise ordered by a General Meeting.

145. *Retiring Auditors eligible for Re-election.*—Retiring Auditors shall be eligible for re-election.

146. *Remuneration of Auditors.*—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.

147. *Casual Vacancy in Office of Auditor how filled up.*—If any vacancy that may occur in the office of Auditor shall not be supplied at any Ordinary General Meeting, or if any casual vacancy shall occur, the Directors shall (subject to the approval of the next Ordinary General Meeting) fill up the vacancy by the appointment of a person who shall hold the office until such meeting.

148. *Duty of Auditor.*—Every Auditor shall be supplied with a copy of the balance sheet and profit and loss account intended to be laid before the next Ordinary General Meeting, 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.

149. *Company's Accounts to be open to Auditors for Audit.*—All accounts, books, and documents whatsoever of the Company shall at all times be opened to the Auditors for the purpose of audit.

#### NOTICES.

150. *Notices how authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the agent or secretary, agents or secretaries, or other persons appointed by the Board to do so.

151. *Shareholders to register Address.*—Every Shareholder shall furnish the Company with 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.

152. *Service of Notices.*—A notice may be served by the Company upon any Shareholder either personally or by sending it 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 for all purposes, 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.

153. *Notice to Joint-Holders of Shares other than a Firm.*—All notices directed to be given to Shareholders shall with respect to any share to which persons other than a firm are jointly entitled, be sufficient if given to any one of persons, and notice so given shall be sufficient notice to all the holders of such shares.

154. *Date and Proof of Service.*—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 box or posted at a post office, 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.

155. *Non-Resident Shareholders must register Addresses in Ceylon.*—Every Shareholder resident out of Ceylon shall name and register in the Company an address within Ceylon at which all notices shall be served upon him, and all notices served at such address shall be deemed to be well served. If he shall not have named and registered such an address, he shall not be entitled to any notice.

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

#### ARBITRATION.

156. *Directors may refer Disputes to Arbitration.*—Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration pursuant to and so as with regard to the mode and consequence of the reference, and in all other respects to conform to the provisions in that behalf contained in the Civil Procedure Code, 1889, and "The Arbitration Ordinance, 1866," or any then subsisting statutory modification thereof.

#### EVIDENCE.

157. *Evidence in Action by Company against Shareholders.*—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.

158. *Purchase of Company's Property by Shareholders.*—Any Shareholder, whether a Director or not, or 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. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any), the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

160. *Payment in Specie, and vesting in Trustees, Right of Contributory to dissent, &c.*—If the Company shall be wound up, the liquidator, whether voluntary or official, may with the sanction of an extraordinary resolution, divide among the contributories in specie any part of the assets of the Company, and may, with their sanction, vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator, with like sanction, shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders 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 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 as if such determination were a special resolution pursuant to 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 Civil Procedure Code, 1889, shall apply in place of the English and Scottish Acts referred to in the said sub-section (6), of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof, the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this Twenty-sixth day of April, 1926:—

IAN W. AITKEN.

R. W. FOWKE.

P. W. GORDON SPENCE.

GEO. P. EDGE.

C. A. B. STARLING.

J. PHILIP.

F. O. FRANCILLON.

Witness to the above signatures :

THE KALUTARA BASKET SOCIETY, LIMITED.

Statement of Funds and Effects as at December 31, 1925.

CAPITAL AND LIABILITIES.		Rs.	c.	Rs.	c.	ASSETS.		Rs.	c.	Rs.	c.		
Capital—						Cash Account—							
As per last statement	..	45,640	92			Kalutara Kachcheri	..	4,313	2				
Add profit for the year	..	6,399	45			Cash in hand	..	9	98				
				52,040	37					4,323	0		
Induruwa Attadassi Terunnanse—						Investments (Fixed Deposits)—							
As per last statement	..	—		1,100	0	Imperial Bank, Ltd.	..	2,786	27				
Kandyan Art Society—						Eastern Bank, Ltd.	..	7,000	0				
Per contra	..	—		847	25	Hong Kong and Shanghai Bank..	..	4,724	73				
Sundry Creditors—						Ceylon Savings Bank	..	5,501	56				
As per Schedule A attached to this statement	..	363	55							20,012	56		
Audit fee	..	225	0			Land—							
				588	55	As per last statement	..	—		6,000	0		
						(Subject to adjustment when transfer deeds are perfected in favour of Induruwe Attadassi Terunnanse)							
						Buildings—							
						As per last statement	..	—		12,050	22		
						Furniture and fittings—							
						As per last statement	..	2,043	46				
						Cost of additions	..	160	15				
										2,203	61		
						Stocks—							
						As per Schedule D attached to this statement	..	—		6,564	75		
						Kandyan Art Society—							
						Silver and brassware in stock	..	—		847	25		
						Sundry Debtors—							
						As per Schedule C attached to this statement	..	2,477	90				
						Value of sample goods	..	96	88				
										2,574	78		
						<b>Total</b>	..	<b>54,576</b>	<b>17</b>	<b>Total</b>	..	<b>54,576</b>	<b>17</b>

I, the undersigned being a public auditor appointed under the provisions of the Societies Ordinance, report that I have audited the books and accounts of the society and found them to be correct, and I certify that the above statements of funds and effects is correct, as shown by the books and to the best of my belief.

No provision is made for depreciation on account of buildings and furniture.

Colombo, April 29, 1926.

ALLANSON H. GOMES.

True copy :

H. A. BURDEN,  
President, Kalutara Basket Society, Ltd.

Auction Sale of a Valuable Property in St. John's Street, Colombo.

Partition No. 14,215.

In the District Court of Colombo:

(1) Ruth Helen Dias nee Mortier, wife of (2) R. Dias, both of Hunupitiya ..... Plaintiffs.

(1) Lydia Schrookroof, wife of (2) John Schrookroof, both of Temple road, Madana, Colombo, (3) Lily Rose Nugera, wife of (4) Clement Nugera of Temple road, Colombo, (5) Elsie H. Anthonisz, wife of (6) C. W. Anthonisz of Mutwal, Colombo, (7) Mary H. Vesser nee Mortier, wife of (8) Stanley Vesser of Temple road, Colombo, (9) Claude John Mortier of Batavia, (10) Elsie Gertrude Wilhemina da Silva of the Civil Hospital, Kandy, (11) Austin Charles Mortier of Colombo, (12) Eule Margaret Helena Mortier of Colpetty, Colombo, (13) Elena Louisa Mortier of Bambalapitiya, Colombo, (14) Allen Frederick Mortier of Lake road, Colombo, (15) Wace de Niese of Bambalapitiya, Colombo, (16) G. Charlette Koch, wife of (17) Samuel G. Koch, both of Jaffna, (18) Percy Kronenberg of Lock Gate, Colombo, (19) Lawrie Hughes of Temple road, Colombo, (20) E. P. H. Kelaart of Wellawatta, (21) W. H. Kelaart of Veyangoda, (22) J. B. M. Kelaart of Ja-ela, (23) Mrs. A. W. de Jonk, wife of (24) A. W. de Jonk, both of Wellawatta, (25) Mrs. Loduwike nee Mortier of Wasala road, Kotahena, Colombo ..... Defendants.

(1) Kachi Mohideen, (2) F. Kronenberg, (3) E. K. Packer Mohamado, (4) Lena Vanlenberg, (5) William Scott, (6) Ahamado Jalaldeen ..... Added Defendants.

UNDER and by virtue of the commission issued to us in the above partition action, we shall offer for sale by public auction on Thursday, July 15, 1926, at 5 P.M., at the spot, first among the co-owners at the upset price, and afterwards amongst the public.

All that allotment of land with the buildings thereon bearing No. 1, situated at St. John's street, within the Municipality of Colombo, Western Province; bounded on the north by premises bearing No. 2, east by the premises bearing No. 12, south by premises bearing No. 11, and west by the covered passage along St. John's road; containing in extent 56/100 perches according to the plan No. 945 dated April 5, 1911, made by H. G. Dias, Licensed Surveyor.

For inspection of deeds and other particulars, please apply to M. R. Akbar, Esq., Proctor and Notary, Colombo.

19, Baillie street, Fort. A. Y. DANIEL & SON,  
Phone : 289. Auctioneers and Brokers.  
Telegrams : "Leons" Colombo.

Auction Sale under Mortgage Decree in D. C., Colombo case No. 17,149.  
Lands at Batagama in the Rajam Pattu of Alutkuru Kula.

BY virtue of a commission issued to me in the above case for the recovery of the amount entered of record, I shall sell by public auction the under-mentioned properties.

on Monday, June 14, 1926, at their respective spots, commencing at 4 P.M., 4.15 P.M., 4.30 P.M., and 4.45 P.M. —

1. An undivided  $\frac{3}{4}$  shares of the land called Konhahawatta *alias* Etambagahawatta together with all the trees and plantations thereto belonging, situated at Batagama in the Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent about 2 roods more or less.

2. An undivided  $\frac{1}{7}$  share of the field called Bakmeegahakumbura, situated at Batagama in the Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent about 5 beras of paddy sowing.

3. An undivided  $\frac{1}{2}$  of  $\frac{7}{100}$  share of Meegahawatta together with all the trees, plantations, and appurtenances thereto belonging, situated at Batagama in the Ragam pattu of Alutkuru korale in the District of Colombo, Western Province; containing in extent about 6 acres.

4. An undivided  $\frac{1}{2}$  of  $\frac{7}{100}$  shares of all that  $\frac{4}{12}$  part of Meegahawatta together with all the trees, plantations, and appurtenances thereto belonging, situated at Batagama in the Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent about 3 acres.

Further particulars from Messrs. Seneviratne and Tennakoon, Proctors, Hulftsdorp.

L. A. WICKREMESINGHE,  
34, Baillie street,  
Phone No. 576.  
of WICKREMESINGHE & WELSH,  
Auctioneers.

12 Ro 5/ Auction Sale of a Valuable House Property, situated in Gintupitiya Street, Colombo.

D. C., Colombo No. 3,507 Insolvency.

A. R. A. R. S. M. Annamalai Chettiar, ..... Insolvent.

UNDER instructions received from the assignee in the above-mentioned case and with the consent of court, we will sell by public auction a valuable house property bearing Municipal assessment No. 606/22, Gintupitiya street, Colombo, on Tuesday, June 15, 1926, at 5 P.M., at the spot.

Tel. No. 101. F. J. HILLS & CO.,  
Telgs. "Hillside." Auctioneers and Brokers.

14 Ro 5/ Auction Sale under Mortgage Decree.

Boutique and a Row of Tenements at Short Road, Slave Island.

BY virtue of the commission issued to me in case No. 49,699 D. C., Colombo, I shall sell by public auction on Friday, June 11, 1926, at 5 P.M., at the spot.

An undivided  $\frac{3}{8}$  shares of the premises bearing assessment Nos. 44 and 46 and tenements Nos. 46<sup>1</sup> to 16, situated at Short road, Slave Island, Colombo.

Further particulars from C. de Saram, Esq., Proctor and Notary, Colombo, or from me—

14 Ro 5/- H. J. F. RODRIGO,  
80, Belmont street,  
Colombo, March 14, 1926. Auctioneer and Broker.

12 Ro 5 Auction Sale.

BY virtue of the commission issued to me in Mortgage Decree Case No. 13,276 of the District Court of Colombo, I shall sell by public auction on Thursday, June 10, 1926, at the spot, at 5 P.M., the following property for the recovery of the amount now due by the defendant:—An allotment of land lot A, Kahatagahakanattewatta, in Nedimale village, Palle pattu of Salpiti korale, Colombo District; containing in extent 3 acres 2 roods and 26 perches.

AYRES KARUNARATNA,  
122, Hulftsdorp, Colombo. Commissioner and Auctioneer.

37 Ro 10/- Auction Sale.

Valuable House Property also suitable as a Mill Site on the Negombo Road, Peliyagoda.

BY virtue of a commission issued to me by the District Court of Colombo, in case No. 18,582 (S. P. S. Seenivasagam Chetty vs. W. W. Fernando *alias* Wijeyesinghe), I shall sell by public auction at their respective spots, on Saturday, June 12, 1926:—

Commencing from 3 P.M.

(1) An undivided  $\frac{1}{2}$  share of the land called Hinatiowita, situated at Peliyagoda, in the Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; in extent about 5 perches.

(2) An undivided  $\frac{1}{24}$  share of Huratiowittawatta, situated as aforesaid; in extent about 3 roods.

Commencing from 3.30 P.M.

(3) An undivided  $\frac{1}{2}$  share of the land called Pitakotuwegodaowita *alias* Durelgahawatta, situated as aforesaid; in extent about 18  $\frac{77}{100}$  perches.

(4) An undivided  $\frac{1}{24}$  share of the land called Pitakotuwegodaowita *alias* Durelgahawatta, situated as aforesaid; in extent about 18  $\frac{77}{100}$  perches.

Commencing from 4 P.M.

(5) All that divided portion of the land called Pitakotuwekumbura, marked lot A in plan No. 1,023, situated as aforesaid, in extent about 32  $\frac{21}{100}$  perches.

Commencing from 4.30 P.M.

(6) An undivided  $\frac{1}{24}$  share of all that land called Gorakagahawatta, situated at Wanawahala, in the Adikara pattu of Siyane korale, in the District of Colombo, Western Province; in extent about 35 perches.

For further particulars apply to J. H. Rasiah Joseph, Esq., Proctor and Notary, Dam street, Colombo.

S. H. SELVAM JOSEPH,  
Auctioneer.

May 19, 1926.

21 Ro 9/- Auction Sale under Mortgage Decree in Case No. 674, D. C., Negombo.

BY virtue of the commission issued to me in the above case, I shall sell by public auction at the respective spots on June 17, 1926, commencing at 2 P.M.—

At 2 P.M.

1. The land called Talgahawatta *alias* Kukulyapaygawatta and Kagugalaowita, situated at Mullayaya, in the Dunagaha pattu of Alutkuru korale, in the District of Negombo, Western Province; containing in extent 7 acres 1 rood and 24 perches (of this the northern half share; containing in extent 3 acres 2 roods and 32 perches) together with the buildings and the plantations of which the undivided half share.

At 2.30 P.M.

2. The land called Jorangeowita, situated at Mullayaya, aforesaid; containing in extent about 1 rood together with the buildings and plantations thereon and all the right, title, interest, and claim whatsoever.

EDWIN V. PERERA,  
Negombo, May 15, 1926. Auctioneer and Broker.

53 Ro 12/- Auction Sale under Mortgage Decree in Case No. 663, D. C., Negombo.

BY virtue of the commission issued to me in the above case, I shall sell by public auction at the respective spots, on June 15 and 16, 1926, commencing at 2 P.M., on both dates.

On June 15, 1926, at 2 P.M.

1. (a) From and out of the land depicted in Plan No. 518 dated July 27, 1910, made by Mr. P. P. Fernando, Surveyor, comprised of the following contiguous lots:— $\frac{5}{24}$  shares of Kosgahawatta,  $\frac{1}{4}$  share of Meelagahawatta, 117/188 shares of Kosgahawatta and Kosgahawatta, situated at Ambalayaya in Dunagaha pattu of Alutkuru korale, in the District of Negombo, in the Western Province; containing in extent 9 acres 1 rood and 16 perches, the undivided half share towards the east with all the buildings and plantations thereon and registered under E. 147/373.

On June 15, 1926, at 2.30 P.M.

2. (b) All that divided  $\frac{1}{4}$  share of the land called Meelagahawatta, situated at Ambalayaya aforesaid; containing in extent about 1 rood and 20 perches with all the buildings standing thereon and registered under E. 147/374.

On June 15, 1926, at 3 P.M.

7. (c) All that allotment being the undivided  $\frac{1}{4}$  share of the land called Millagahawatta, situated at Halpe *alias* Ambalayaya, in Dunagaha pattu aforesaid; containing in extent 3 roods or  $1\frac{1}{2}$  acres, but now found to contain in extent 2 roods and 18.5 perches, and all the right, title, interest, and claim whatsoever.

On June 16, 1926, at 2 P.M.

3. (d) The undivided  $\frac{1}{3}$  share from and out of all that land called Kadurugahaowita *alias* Tunendiowita, situated at Godogomuwa, in Dunagaha pattu aforesaid; containing in extent about 3 acres, with all the buildings standing thereon and registered under E. 105/275.

On June 16, 1926, at 2.30 P.M.

4. (e) An undivided  $\frac{1}{6}$  share of the land called Kosgahawatta *alias* Kadurugahawatta, situated at Godogomuwa in Dunagaha pattu aforesaid; containing in extent  $1\frac{1}{2}$  acres with all the plantations thereon.

On June 16, 1926, at 4 P.M.

5. (f) The land called Nugawelagawahena, situated at Vilagedera, in Pitigal korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; containing about 8 lahas of paddy sowing extent, and of this land the undivided  $\frac{1}{6}$  share of the undivided  $\frac{1}{4}$  share.

On June 16, 1926, at 4.30 P.M.

6. (g) The undivided  $\frac{1}{6}$  of the undivided  $\frac{1}{4}$  share of the land called Ratadelgahawatta, situated at Vilagedera aforesaid; containing about 5 lahas of kurakkan sowing extent.

Negombo, May 15, 1926.

EDWIN V. PERERA,  
Auctioneer and Broker.

**Auction Sale under Mortgage Decree in Case No. 784,  
D. C., Negombo.**

UNDER and by virtue of the commission issued to me in the above case entered in favour of Seena Ana Runa Seena Thana Arunasalam Chetty of Negombo, against (1) Hettiaratchige Don Silvestry Appuhamy of Kolonjadya, (2) Hettiaratchige Don Jayasin Appuhamy *alias* John Jayasinghe Appuhamy of Kandana, and (3) Madampiti Hettiaratchige Simianu Tissera of Batagama, for the recovery of the amount entered of record, I shall sell the following properties by public auction, at the respective spots, on Saturday, June 12, 1926, to wit:—

At 3 P.M.

The  $\frac{1}{2}$  share of the  $\frac{1}{5}$  share of the  $\frac{1}{2}$  share of the  $\frac{1}{4}$  share of the land of 52 acres and 3 roods marked No. 2,308, situate at Nattandiya in Meda palata of the Pitigal korale central of Chilaw District, North-Western Province; of this land the divided  $\frac{1}{2}$  share about 1 rood and 30 perches out of 3 roods and 20 perches, and the buildings standing thereon.

At 4 P.M.

The  $\frac{1}{2}$  share of the northern  $\frac{1}{2}$  share of the land called Sembukuliawatta, in extent about 12 acres, situated at Weerahene in Medapalata aforesaid; of this land the divided  $\frac{1}{2}$  share about 2 roods and 16 perches out of 1 acre and 32 perches and the buildings standing thereon.

Further particulars from D. F. Halahackone, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, May 18, 1926.

B. A. POWELL,  
Commissioner.

**Auction Sale.**

Property at St. Joseph's street within the Gravets of  
Negombo.

UNDER decree in case No. 554, D. C., Negombo, entered in favour of the plaintiff, V. R. R. M. A. Kandassamy Fulle of Negombo, against the defendant

Kurukulasuria Sebastian Peter Perera of Grand street, Negombo, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 600, with further interest on Rs. 500 at 24 per cent. per annum from October 17, 1925, till November 16, 1925, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs of suit, I shall sell the under-mentioned property mortgage as primary mortgage by bond No. 20,772 dated November 16, 1922, and attested by T. H. de Silva, Notary, by public auction at the spot, on Saturday, June 12, 1926, at 10 A.M.:

Excluding the undivided portion of about  $3\frac{1}{2}$  perches on the south-western side the remaining undivided portion and the buildings standing thereon of the land called Naidekankanamalagewatta, situate at St. Joseph's street or First Division, Tammita within the gravets of Negombo; containing in extent about  $27\frac{1}{2}$  perches.

Further particulars from D. F. Halahackone, Esq., Proctor, Supreme Court, and Notary Public, Negombo or—

B. A. POWELL,  
Commissioner.

Negombo, May 18, 1926.

**Auction Sale.**

Property at Kohombapola in the District of Kurunegala.

BY virtue of the commission issued to us from the District Court of Negombo, in testamentary case No. 2,142, we shall sell the under-mentioned property by public auction at the resthouse at Makandura at 4 P.M., on Friday, June 4, 1926, at the risk of the original purchaser, Mutukuda-aratchige Arnolis Appuhamy of Pallegama and his surety, to wit:—

The land called Dommagehena, situate at Kohombapola in Meda pattu korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; containing in extent 2 acres 1 rood and  $9\frac{1}{2}$  perches belonging to the estate of the late Linetage Arthur Cyril Fernando, deceased.

Further particulars from L.J.C. E. Karunaratna, Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,  
Auctioneers.

Negombo, May 18, 1926.

**Auction Sale.**

Properties at Manathure in the District of Chilaw.

UNDER decree in case No. 433, D. C., Negombo, entered in favour of the plaintiff Kana Nana Awanna Veena, Narayanan Chetty of Negombo, against the defendants (1) Hettiaratchige Don Theodoris Samaranayake, Appuhamy, (2) Hettiaratchige Don Donstaer Samaranayake, both of Nainamadama, and (3) Garammalayanage Jusey Perera of Pannugama, and by virtue of the order to sell issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 35,215 dated February 21, 1920, and attested by N. J. C. Wijesekera, Notary, by public auction, at the respective spots, on Monday, June 14, 1926, to wit:—

At 4 P.M.

1. The divided western  $\frac{2}{3}$  portion of the land called Kajugahawatta, situate at Manathure in Otera palata of the Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 1 acre together with the plantations, fruit trees, soil, and the old buildings of which the undivided  $\frac{7}{12}$  shares and the two rooms and verandah built recently attached to the eastern side of the old building.

At 4.15 P.M.

2. The land called Polgahakumbura, situate at Manathure aforesaid; containing in extent about one bushel and one peck of paddy sowable extent of field together with the three coconut trees standing on the Vanatha of which an undivided  $\frac{7}{12}$  shares.

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

C. M. LEITAN,  
of M. P. KURERA & Co.,  
Auctioneers.

Negombo, May 18, 1926.



## Auction Sale.

Valuable Properties at Lansigama, in the District of Chilaw.

UNDER decree in case No. 688 D. C. Negombo, entered in favour of the plaintiff Nawanna Kana Mana Nawanna Kana Rawanna Mana Natanisappa Chetty, by his attorney Kana Runa Adappa Chetty of Negombo, against the defendants (1) Mahaguruge Pedro Fernando and wife (2) Nanayakkara Warnakulapatabendige Juhana Perera, both of Lansigama, and by virtue of the order of sale issued to us for the recovery of the sum of Rs. 10,944, with interest on Rs. 8,000 at 21 per cent. per annum from November 14, 1925, to March 9, 1926, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 1,939 dated August 14, 1923, and attested by Tudor Ranasinghe, Notary, by public auction, at the respective spots, on Tuesday, June 15, 1926, commencing at 3.30 P.M., to wit:—

1. The undivided  $\frac{1}{2}$  share of the land called Kajugahawatta, situate at Lansigama, in Meda palata of the Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 2 acres and of everything appertaining thereto.

2. The land called Katuimbulgahawatta, situate at Lansigama aforesaid; containing in extent about 2 acres excluding therefrom 70 coconut trees plantable ground with the trees, the remaining undivided land and registered under L23/77, but registered under L22/95; as containing in extent 1 acre 3 roods and 36 perches.

3. The undivided 20 coconut trees only without the soil out of the land called Katuimbulgahawatta, situate at Lansigama aforesaid; containing in extent about 200 coconut trees plantable ground and registered L25/16.

4. All that eastern portion now possessed dividedly out of the land called Bogahayaya *alias* Bogahawatta, situate at Lansigama aforesaid, the said eastern portion is in extent about 550 coconut trees plantable ground together with the buildings and appurtenances thereto excluding therefrom only 40 coconut trees with the soil with the cadjan thatched house belonging to the heirs of Nanayakkara Warnakulapatabendige Pedro Perera, deceased, which said divided eastern portion is comprised, among others, of the following:—

(a) The divided 1/24 share now possessed dividedly out of the undivided 100 coconut trees plantable ground and of the buildings of the land called Bogahawatta, situate at Lansigama aforesaid; containing in extent 2 acres and 20 perches appearing in deed No. 3,410 dated August 24, 1920, attested by L. M. F. Wickramasinghe, Notary Public and registered under L25/286.

(b) The undivided 1/24 share now possessed dividedly out of 100 coconut trees plantable ground excluding only 30 coconut trees without the soil of the portion of land called Bogahayayawatta, situate at Lansigama aforesaid; and appearing in deed No. 3,410 aforesaid and registered under L2/360.

(c) The undivided 1/24 share now possessed dividedly out of the eastern portion of the land called Bogahayaya, situate at Lansigama aforesaid; containing in extent 60 coconut trees plantable ground appearing in deed No. 3,410 aforesaid and registered under L21/204

(d) The undivided 1/24 share now possessed dividedly out of the portion of land called Bogahayaya, situate at Lansigama aforesaid; containing in extent 30 coconut trees plantable ground appearing in deed No. 3,410 aforesaid and registered under L29/71.

(e) The undivided 2/96 shares now possessed dividedly out of the undivided extent of 400 coconut trees plantable ground out of the divided portion of land called Bogahayaya, situate at Lansigama aforesaid; containing in extent 1,000 coconut trees plantable ground appearing in deeds Nos. 37,084 dated May 20, 1920, attested by P. M. A. Fernando, Notary Public and 3,203 dated May 17, 1920, attested by G. F. Dissanayake, Notary Public and registered under L29/164.

(f) The undivided  $\frac{1}{2}$  share now possessed dividedly of the land called Bogahayaya, situate at Lansigama aforesaid; containing in extent about 2 acres excluding 13 coconut

trees appearing in deed No. 8,641 dated May 19, 1923, attested by L. H. Pietersz, Notary Public, and registered under L34/123.

(g) The undivided  $\frac{1}{2}$  share now possessed dividedly out of the undivided extent of 70 coconut trees plantable ground of the land called Bogahawatta, situate at Lansigama; containing in extent 2 acres and 20 perches appearing in deed No. 8,641 aforesaid and registered under L34/124.

(h) The undivided  $\frac{1}{2}$  share now possessed dividedly of the land called Bogahayaya, situate at Lansigama aforesaid; containing in extent about 4 acres appearing in deed No. 8,641 aforesaid and registered under L34/125.

(i) The undivided  $\frac{1}{2}$  share now possessed dividedly out of the 35 coconut trees plantable ground, out of the land called Bogahawatta, situate at Lansigama aforesaid; containing in extent 2 acres and 20 perches and of all the buildings thereon appearing in deed No. 8,445 dated, April 7, 1922, attested by L. H. Pietersz, Notary Public and registered under L31/144.

(j) The land called Bogahayaya, situate at Lansigama aforesaid; containing in extent about 1 acre appearing in deed No. 5,308 dated July 26, 1912, attested by L. H. Pietersz, Notary Public and registered under L23/78.

(k) The undivided extent of 130 coconut trees plantable ground out of the portion of land called Bogahayaya, situate at Lansigama aforesaid; containing in extent about 2 acres appearing in deed No. 16,918 dated December 30, 1896, attested by P. M. A. Fernando, Notary Public, registered in L9/206 and a portion of which registered in L29/99.

(l) The undivided 1/10 share now possessed dividedly out of the land called Bogahawatta, situate at Lansigama aforesaid; containing in extent 2,000 coconut trees plantable ground, excluding therefrom an undivided 20 coconut trees plantable ground and appearing in deed No. 7,227 dated April 24, 1893, attested by H. D. Elaris, Notary Public and registered under L30/46.

(m) The undivided 5/48 shares now possessed dividedly out of the undivided portion in extent 100 coconut trees plantable ground of the land called Bogahawatta, situate at Lansigama aforesaid; containing in extent 2 acres and 20 perches appearing in deeds Nos. 3,477 dated March 2, 1921, 3,585 dated August 9, 1921, and 3,534 dated May 31, 1921, all attested by G. F. Dissanayake, Notary Public, and registered in L25/286 and 31/144.

(n) The undivided 2/48 shares now possessed dividedly out of the land called Bogahayayawatta, situate at Lansigama aforesaid; containing in extent 100 coconut trees plantable ground excluding an undivided 30 coconut trees appearing in deeds Nos. 3,477 and 3,585 aforesaid and registered in L30/270.

(o) The undivided 2/48 shares now possessed dividedly out of the two contiguous eastern portions of the land called Bogahayaya, situate at Lansigama aforesaid; containing 60 coconut trees plantable ground appearing in deeds Nos. 3,477 and 3,585 aforesaid and registered in L21/204.

(p) The undivided 2/48 shares now possessed dividedly of the two contiguous portions of land called Bogahayaya, situate at Lansigama aforesaid; containing 30 coconut trees plantable ground appearing in deeds Nos. 3,477 and 3,585 and registered in L30/271.

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

M. P. KURERA & Co.,  
Negombo, May 18, 1926. Auctioneers.

## Dissolution of Partnership.

WE the under-signed carrying on business at Sea street under the "vilasam" of "Theyna Veyna Ravanna Mana" have ceased to be partners, and the public is hereby informed that the firm of "Theyna Veyna Ravanna Mana" is dissolved.

T. V. R. M. VELLIAPPACHETTY,  
T. V. R. M. RAMASAMYCHETTY.

Colombo, May 6, 1926.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying in Ceylon Wharfage Company's premises, beyond the time allowed by law, will be sold by public auction on Tuesday, June 8, 1926, at 1 p.m., unless previously cleared. Goods sold must be cleared on or before Friday, June 11, 1926:—

Entry No.	Date.	Ship.	Marks and Numbers.	Number and Description of Packages.
	1924.			
1,763	Mar. 22	ss.Venezia	N M upon CC & TA upon I	1 case perfumery
			<i>B 1 Warehouse.</i>	
270	April 3	Villa de Metz	S & Co.	14 cases brandy
			<i>B 14 Warehouse.</i>	

H. M. Customs,  
Colombo, May 13, 1926.

C. H. COLLINS,  
for Principal Collector.

## University of London.

## B.A. PASS EXAMINATION.

THE attention of students is hereby drawn to the following resolution passed by the Senate of the University of London, according to which the principle of grouping of subjects already in force for the Intermediate Examination in Arts shall be followed in future in the case of the B.A. Pass Examination, and that for Group 4 set out under "Scheme of Examination" in the Regulations for the B.A. Pass Examination dated September, 1925, the following be substituted:—

"(4) Any of the subjects that may be offered under Groups 1, 2, and 3, not previously taken, or one of the following:—A second branch of Indo-Aryan, or History, or Education, or Theology, or Music."

Education Office,  
Colombo, May 11, 1926.

L. MCD. ROBISON,  
Acting Director of Education.

## English School-Leaving Certificate Examination, March, 1926.

## PASS LIST.

## FIRST DIVISION.

## Ambalangoda Centre.

Index No.	Name.	School.
4	Nandias, W.	All Saints' College, Galle
7	Abesiriwardane, D. E. de Z.	Dharmasoka College, Ambalangoda
8	Abesifiwardane, D. K. de Z.	do.
19	De Silva, S. H.	do.
34	Jayawardane, H. B. M.	do.
38	Perera, A. G. G. J.	do.
43	Silva, K. Y.	do.
61	Donnie, S. T.	Piyaratana High School, Dodanduwa
68	Gunawardane, S.	Richmond College, Galle
69	Kelambi, A.	do.
71	Sandrasegaram, V.	do.
98	Sinclair, G. A. C.	St. Aloysius College, Galle
		<i>Badulla Centre.</i>
100	Buddhaprema, K.	Buddhist High School, Badulla
109	John Singho, L.	Uva Collegiate School, Badulla.
110	Stephen, F. G.	do.
111	Bartholomeusz, Bertha	Wesleyan Girls' High School, Badulla
112	Nallathamby, Victoria	do.
113	Perera, Mildred	do.
114	Samuel, Grace	do.
		<i>Batticaloa Centre.</i>
117	Chandrasegaram, N.	St. Andrew's Boys' English School, Batticaloa
123	D'Sa, J.	St. Michael's College, Batticaloa
127	Sellar, H. A.	do.

Index No.	Name.	School.
129	Aaron, C. St. V. T.	Wesleyan Central School, Batticaloa
131	Arulanandan, J. V.	do.
133	Kasinathan, S. T.	do.
134	Murugasapillai, R.	do.
136	Rajadurai, A.	do.
137	Samath, A.	do.
138	Setukavalar, R. E. J. A.	do.
139	Somasunderam, S.	do.
141	Canagaratnam, Daisy M.	St. Cecilia's School, Batticaloa
142	Emmanuel, Mary L.	do.
144	Landsberger, Hyacinth	do.
145	Selliah, Grace	do.
149	Setukavalar, Mercy S.	Vincent Girls' School, Batticaloa
		<i>Colombo Centre.</i>
155	De Silva, D. D.	Ananda College, Colombo
164	Gomes, G. A.	Ananda Sastralaya, Kotte
167	Peiris, M. H.	do.
168	Peiris, M. M.	do.
169	Perera, K. S.	do.
172	Wilfred, S. D.	do.
177	Abraham, R.	C. M. S. Boys' English School, Kotte
181	Daniel, D. M.	do.
184	Gnanapragasam, S. G.	do.
185	Jayasundera, E. P. M. B.	do.
187	Pathmaperuma, D. A.	do.
188	Perera, P. A.	do.
189	Ramanayake, H.	do.
190	Rodrigo, W. A.	do.
192	Sepion, R. D.	do.
205	Joseph, P.	Govt. Training College English School.
213	Suanarisappu, P. D.	do.
214	Tillekeratne, S.	do.
217	Amarasinghe, D. S.	Govt. English School, Gampaha
218	Fernando, P. D. S.	do.
219	Fernando, S. D. K.	do.
221	Gunasekera, D. A.	do.
222	Lawrence, A. H.	do.
223	Marthelis, G. A.	do.
230	Weerasena, M. A.	do.
236	Fernando, W. T.	Govt. English School, Veyangoda
258	Don, R. H.	St. Mary's School, Pettah
259	Francis, W. D.	do.
260	Gunasekera, T. D.	do.
263	Pellissier, A.	do.
294	Samed, M. S. M. A.	Zahira College, Colombo
315	Van Sanden, W. L.	Private study
318	Mohammed, M. Y. P.	do.
326	Wickramasinghe, A. Violet	C. M. S. Girls' English School, Cotta
328	Assauw, Christobel R. V.	St. Clare's College, Wellawatta
329	Beling, Sylvia	do.
333	Pereira, A. I. Joyce	do.
335	Siebel, G. Merle	do.
345	Wijekoon, Noeline G. M.	St. Margaret's School, Pottawatta
351	Senanayake, Rene D. E.	St. Paul's Girls' English School, Milagiriya

*Jaffna Centre.*

Index No.	Name.	School.
367	Subramaniam, S.	C. M. S. English School, Kōpay
374	Kandiah, S.	Hindu Boys' English School, Karainagar
377	Mayilvaganam, E.	do.
382	Sinnadurai, A.	Hindu Boys' English School, Trincomalee
394	Nadesan, P.	Jaffna Hindu College, Van-narponnai
396	Ponnampalam, K.	do.
450	James, N.	St. Joseph's School, Matha-gal
463	Joseph, N.	St. Patrick's College, Jaffna
468	Middleton, F.	do.
470	Pommiah, J.	do.
472	Saravanamuttu, S. P.	do.
476	Thillainather, S.	do.
481	Thirumaney, R.	Urumpirai Hindu English Mixed School
505	Vallipuram, Jennie S.	Vembadi Girls' High School, Jaffna.

*Kandy Centre.*

509	Brantha, M. M. C.	Kingswood College, Kandy
522	Aryachandra, C. E.	St. Anthony's College, Kandy
526	Perera, E. F.	do.

*Manipay Centre.*

550	Somasundaram, V.	Manipay Hindu College
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*Maturu Centre.*

574	Abeydeera, G. R.	Govt. Anglo-Vernacular School, Godauda
576	Buddhadasa, N. T. E.	do.
579	Mendis, E. P.	do.
591	Amarawardena, D. D.	Richmond College, Galle

*Moratuwa Centre.*

620	Fernando, M. G. R.	Govt. English School, Beru-wala
622	Samaranayake, D. A. V.	do.
623	Simon, H. M.	do.
624	Thewar, R.	do.
627	Abeywardane, W. T.	Govt. Anglo-Vernacular School, Paiyagala
628	Fernando, H. P.	do.
633	Fernando, B. M. M.	Govt. English School, Wad-duwa
650	Perera, V. H.	Holy Cross College, Kalutara
652	De Silva, E. S.	Richmond College, Galle
653	De Silva, G. D.	do.
654	Weerakone, P. D. E.	W. M. Boys' English School, Alutgama
658	Kasturiarachchi, D. Albi.	Govt. English Mixed School, Piliyandala
661	Fernando, Jane	Moratuwa Convent Girls' English School

*Negombo Centre.*

692	Ratnayake, D. J. H.	Govt. Anglo-Vernacular School, Nattandiya
693	Wickremesinghe, S.	do.
694	Bogamuwa, D. B.	Govt. Anglo-Vernacular School, Teldeniya
710	Joseph, M. E.	St. Mary's Boys' English School, Chilaw
713	Perera, M. G.	do.
720	Jayalath, Lily	Chilaw Girls' English School
722	De Zilva, G. Olga	St. Mary's Girls' English School, Negombo
724	Fernando, M. M. Daisy	do.
726	Fernando, Patricia	do.
727	Jayasundera, J. M. Gert-rude	do.
728	Pintoe, H. C. G. Mary	do.
729	De Silva, Ivy M.	Wesleyan Girls' School, Negombo
730	Gunaratne, Ransirimenike	do.

*Point Pedro Centre.*

733	Kanapathipillai, P.	Hartley College, Point Pedro
734	Palavenayagam, V.	do.
755	Shanmugam, M.	Puloly Boys' English School, Point Pedro

*Ratnapura Centre.*

Index No.	Name.	School.
777	Malleappah, V. C. K.	St. Aloysius' Boys' English School, Ratnapura
792	Samaraweera, D. D. P.	St. Luke's English School, Ratnapura
795	Gunasekera, P. Constance	B. M. S. Girls' English School, Ratnapura
796A	Edwin, R. M. A.	St. Mary's Mixed English School, Avissawella

## SECOND DIVISION.

*Ambalangoda Centre.*

3	Gurusinghe, R. W.	All Saints' College, Galle
6	Wijesinghe, A. A.	Boys' English School, Badde-gama
10	Daniel Appu, B.	Dharmasoka College, Amba-langoda
11	De Silva, G. David	do.
13	De Silva, G. S.	do.
14	De Silva, H. A.	do.
16	De Silva, K. T. P.	do.
20	De Silva, S. K. D.	do.
23	De Zoysa, H. J.	do.
27	Francis, W. A.	do.
28	Gamage, S.	do.
46	Siriwardane, Q. de Z.	do.
49	Sugathadasa, A. P.	do.
54	Zoysa, A. W.	Govt. Anglo-Vernacular School, Kosgoda
58	Gauthamapala, S. A.	Mahinda College, Galle
65	De Silva, B. P. A.	Richmond College, Galle
66	Fernando, A. S. P.	do.
74	Seneviratne, H. L.	do.
81	Goonewardane, Ellen R.	Girls' Anglo-Vernacular Boarding School, Richmond Hill
92	Dole, T. B. M.	St. Aloysius' College, Galle
95	Gunasekera, M. V. G.	do.

*Badulla Centre.*

101	Egodawela, W. B.	Buddhist High School, Badulla
103	Nikapota, P. B.	do.
105	Aluwihare, A.	St. Thomas' Boys' English School, Matale
106	Casinader, R. G.	Uva Collegiate School, Badulla
107	Gunaratne, A. M.	do.

*Batticaloa Centre.*

125	Pararajasingam, K.	St. Michael's College, Bätti-calao
140	Poopalapillai, P.	Wesleyan Mixed School, Kalmunai
147	Sabapathippillai, Belle S.	Vincent Girls' School, Batticaloa
148	Satkunampillai, Grace C.	do.

*Colombo Centre.*

153	Alahakoon, D. A.	Ananda College, Colombo
157	Goonesekera, D. S. C.	do.
158	Jayawardhana, R. J. K.	D. S. do.
160	Wanasinghe, C. W.	do.
163	De Costa, N. V.	Ananda Sastralaya, Kotte
166	Mayadunne, D. S.	do.
170	Salamon, N. D.	do.
178	Alwis, W. T.	C. M. S. Boys' English School, Kotte
182	Dias, P. L.	do.
191	Rosairo, J. D. C.	do.
195	Wijesinghe, H. S.	do.
197	Albert, A. D.	Govt. Training College, English School
198	Alwis, M. A.	do.
199	Amarasinghe, J. S.	do.
200	Charley, H.	do.
201	Fernando, L.	Govt. Training College, English School
202	Gunasinghe, H.	do.
215	Daniel, A. D.	Govt. Anglo-Vernacular School, Bomiriya
216	Allahakoon, D. P.	Govt. English School, Gampaha
225	Ranasinghe, D. A.	do.
228	Saram, P. S.	do.
233	Munasinghe, P. S.	Govt. English School, Udugampola

Index No.	Name.	School.
237	Henry, P.	Govt. English School, Veyangoda
239	Senanayake, S.	do.
243	Fernando, K. L.	Mahabodhi College, Colombo
245	Jayawardane, W.	do.
247	Perera, G. F.	do.
248	Perera, N. G. A.	do.
252	Bandaratilleke, W.	St. John's Mixed School, Nugegoda
253	Fernando, J. E.	St. Joseph's Preparatory School, Colombo
254	Samarasinghe, G. J. R.	do.
255	Weerasuriya, A. S.	do.
256	Wiratunge, L. P.	do.
264	Perera, B. H. C.	St. Mary's School, Pettah
270	Newman, H.	St. Matthew's Mixed School, Dematagoda
273	Walker, P. E.	St. Paul's Boys' English School, Pettah
285	Siriwardane, D. C. A. P. S.	Servants of Lanka Free Night School, Maradana
289	Kuddynadan, S. A.	Wesley College, Colombo
292	Saldin, T. M.	Zahira College, Colombo
319	Gerherd, Marguerita R.	Cathedral Girls' School, Mutwal
324	Perera, Myra V. J.	C. M. S. Girls' English School, Kotte
336	Dabare, Winifred	St. John's Mixed School, Nugegoda
337	Dias, Gertrude	do.
341	Abeyasekera, Muriel J.	St. Joseph's Girls' English School, Grandpass
342	Jayasekera, Phoebe I.	St. Margaret's School, Polwatta
347	Pietersz, Grace	St. Matthew's Mixed English School, Dematagoda
350	Jansz, M. Pearl	St. Paul's Girls' English School, Milagiriya
352	Spittel, Frances E.	do.
355	De Livera, Venetia	Wolfendahl Girls' School, Colombo
357	Gunawardane, Alice	do.
360	Serasundera, Letitia P.	do.
364	Gunaratne, H. A. D. Sophia	Private study
<i>Jaffna Centre.</i>		
366	Sitravelu, V.	C. M. S. English School, Kopay
368	Veluppillay, K.	do.
369	Ponnuthuray, V.	C. M. S. English School, Urumpirai
370	Amirthalingam, T.	Drieberg English School, Chavakachcheri
375	Kathiravelu, M.	Hindu Boys' English School, Karainagar
378	Nagalingam, K.	do.
379	Subramaniam, K.	do.
399	Rajasundaram, K.	Jaffna Hindu College, Vannarponnai
404	Subramaniam, A.	do.
406	Tharumalingam, S.	do.
416	Ayadurai, S. A.	Parameshvara College, Jaffna
424	Ponnaiya, V.	do.
436	Jeremiah, S.	St. Anthony's English School, Kayts
438	Sebastiampillai, D.	do.
439	Vinayakamoorthy, K.	do.
446	Anthonypillai, P.	St. Joseph's School, Mathagal
456	Rajanayagam, A.	do.
469	Outschoorn, U. S.	St. Patrick's College, Jaffna
478	Veluppillai, S.	do.
484	Thurairajah, S.	Vaidyeshvara Vidyalaya, Jaffna
486	Cumarasamy Iyer, S.	Private study
492	Nadarajah, V. K.	do.
497	Vallipuram, A. K.	do.
501	Murugasu, Elizabeth G.	Vembadi Girls' High School, Jaffna
503	Supramaniam, Grace S.	do.
<i>Kandy Centre.</i>		
506	Perera, H. D. A. P.	Ampitiya English School, Kandy
521	Abeyaratne Banda, R. R.	St. Anthony's College, Kandy
528	Jansen, O. R.	Trinity College, Kandy
530	Ranasinghe, E. R.	do.
533	De Silva, Muriel	Private study

Index No.	Name.	School.
544	Kanagasabai, C.	Manipay Hindu College
547	Nagalingam, V.	do.
549	Ponnappah, S.	do.
555	Poopalan, S.	Manipay Memorial English School
558	Sathasivam, V.	Pandatereppu English School
559	Sivaguru, V.	do.
563	Arumugam, K.	Vadukkoddi East Boys' English School
564	Nadarajah, A.	do.
565	Sabapathy, K.	do.
566	Rajaretnam, K.	Private study
569	Sivasambo, K.	do.
<i>Matara Centre.</i>		
570	Amarasinghe, M.	Buddhist English School, Matara
572	Thenabadu, D. S.	do.
575	Obeysekera, D. C. M.	Govt. Anglo-Vernacular School, Godauda
577	Goonatilaka, S. H.	do.
580	Nanayakkara, D. A. K.	do.
585	Jayawickrema, G. de S.	Govt. Anglo-Vernacular School, Mirissa
588	Suwandaradne, S. de S.	do.
589	Weerasuriya, G. M. de S.	do.
592	Nanayakkara, D. F. K.	St. Servatius' School, Matara
603	Jayasuriya, E. de S. W.	Holy Cross English Mixed School, Weligama
604	Wicremasinghe, V. S. D.	do.
608	Senaratne, Seela	St. Mary's Convent School, Matara.
<i>Moratuwa Centre.</i>		
613	Dias, W. B.	Diyalagoda Roman Catholic Boys' English School, Maggona
614	Fernando, N. F. I. V.	do.
615	Fernando, W. K. B. P. J. F.	do.
616	Jayawardane, K. H. A. P.	do.
619	Cooray, J. T.	Govt. English School, Beruwala
621	Joedth, H. de	do.
631	Podiappuhamy, K. D.	Govt. Anglo-Vernacular School, Paiyagala
634	Jayanetti, D. P. V.	Govt. English School, Wadduwa
635	Justin, M. D.	do.
637	Perera, G. C.	do.
647	Peiris, E. H.	Holy Cross College, Kalutara
648	Perera, A. H.	do.
655	Abayaratne, R.	Govt. English Mixed School, Piliyandala
656	Wijesena, M. R.	do.
659	Ramanayake, D. Jane	do.
660	Perera, K. Joslin	do.
671	Gunawarnasuriya, L. H. R. F.	Private study
673	Kulasinghe, W.	do.
<i>Negombo Centre.</i>		
683	Fernando, B. D. M. P.	Govt. Anglo-Vernacular School, Minuwangoda
699	Pemanis, D. K.	Govt. English School, Udugampola
700	Perera, D. H.	do.
702	Punchiappuhamy, R. P.	do.
706	Wickramaratna, H.	do.
711	Moraes, O. C.	St. Mary's Boys' English School, Chilaw
714	Sedupathy, S.	do.
718	Perera, A. G.	Private study,
<i>Point Pedro Centre.</i>		
732	Sundaracoomaran, K.	Chithampara Vidyalaya, Valvettiturai
742	Kanagasabapathy, K.	Puloly Boys' English School, Point Pedro
743	Kanapathippillai, T.	do.
744	Kanapathippillai, V.	do.
751	Sabapathy Iyer, S.	do.
766	Sanmugam, S.	Vigneshvara English School, Karaveddi

*Ratnapura Centre.*

Index No.	Name.	School.
775	Dingirimudiyanse, S.N.K.	St. Aloysius' Boys' English School, Ratnapura
776	Kodituwakku, R.	do.
790	John, D. D.	St. Luke's English School, Ratnapura

The Hewavitarne Prize of Rs. 50 in cash, awarded by Dr. C. A. Hewavitarne to the best candidate under 19 years of age, has been won by candidate No. 138, R. E. J. A. Setukavalar of the Wesleyan Central School, Batticaloa.

L. McD. ROBISON,  
Acting Director of Education.

Education Office,  
Colombo, May 18, 1926.

**Cancellation of Teacher's Certificate.**

NOTICE is hereby given that the Provisional Third Class Teacher's Certificate No. 92 issued on November 19, 1917, to Mr. G. J. Sathianathan, and confirmed on February 23, 1922, is cancelled, for conviction of an offence under the Ceylon Penal Code.

L. Mc. D. ROBISON,  
Acting Director of Education.

Education Office,  
Colombo, May 13, 1926.

**Cancellation of Teacher's Certificate.**

IT is notified for general information that the teacher's certificate, particulars of which are given below, has been cancelled for the reasons stated. This teacher is not to be employed in any Government or Assisted school in future.

Name of Teacher : M. A. H. Samarakoon.

Particulars of certificate : Teachers' Certificate of the Second Class—Trained.

In what school last employed : MR/Bopagoda Government Mixed School.

Reason for cancellation : For writing a most impertinent letter to the Director of Education and for previous bad conduct.

Date of cancellation : February 8, 1924.

L. McD. ROBISON,  
Acting Director of Education.

Education Office,  
Colombo, May 14, 1926.

**Change of Management.**

NOTICE is hereby given that Mr. N. P. Don Samuel Appuhamy has been appointed Manager of the School mentioned below in place of late Mr. N. P. Don Kottan Appuhamy.

*School referred to.*

MR./Yatiana vernacular mixed school.

L. MACRAE,  
Director of Education.

Education Office,  
Colombo, May 12, 1926.

**Nagastenne Estate Vernacular Mixed School.**

NOTICE is hereby given that the above school situated on Nagastenne estate, Dolasbage Group of the Central Province, under the management of the Superintendent of the above estate has been registered as a grant-in-aid school.

L. Mc.D. ROBISON,  
Acting Director of Education.

Education Office,  
Colombo, May 21, 1926.

**Statement of Revenue and Expenditure of the District School Committee, Mullaittivu, for the Year 1925.**

RECEIPTS.	Amount.		Total.		Head.	EXPENDITURE.		Amount.		Total.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.		
Balance on December 31, 1924	—	—	4,293	2	I.—Erection of new buildings and extension	2,419	86				
Government grant to District School Committee for 1925	2,100	0			II.—Repairs to school buildings	291	25				
School fines	400	89	2,500	89	III.—Making and repairing fences of school gardens	117	75				
					IV.—Furniture and school apparatus	345	21				
					V.—Garden implements	—	—				
					VI.—Salaries	178	50				
					VII.—Miscellaneous	188	65				
					Balance on December 31, 1925	—	—	3,541	22	3,252	69
			6,793	91							6,793

District School Committee,  
Mullaittivu, May 17, 1926.

R. J. BATEMAN,  
Chairman.

**Sale of Timber.**

THE under-mentioned timber consisting of logs, planks, poles, &c., lying at different places mentioned below in the Sabaragamuwa division, will be sold by public auction by the respective Range Forest Officers, on Saturday, June 5, 1926, at 2.30 P.M., subject to the following conditions :—

1. The highest bid will be accepted subject to the approval of the Conservator of Forests, Kandy. The highest bidder will be declared the purchaser, and on being so declared shall sign his name on the register of sales, in admission of such purchase and deposit the necessary amount.

2. Twenty-five per cent. of the bids to be deposited on conclusion of the sale. The balance should be paid within 14 days of the intimation of the approval of sale by the Conservator of Forests when a permit for removal will be issued.

3. The measurements as recorded by the Range Forest Officer concerned must be accepted, but prior to date of auction any intending purchaser is at liberty to inspect the timber, &c., and check the amounts.

4. All timber sold must be removed within 6 weeks of the receipt of notification that the bid has been accepted, and the timber will be at the risk of the purchaser until the time of removal at the various places where they are lying.

5. Should the person whose bid has been accepted fail to pay the balance purchase amount within 14 days of the receipt of notice in writing that his bid has been accepted by the Conservator of Forests or to remove the timber within the time specified in clause 4 above, the lot will be resold at the risk of the original purchaser who shall be held liable for any deficiency owing to a lower price being realized at the resale, but on the other hand, if an enhanced price is realized, he shall have no claim to the profit which shall accrue thereby to Government.

6. The list of timber can be seen in the Range Forest Offices of Pelmadulla, Rakwana, Ratnapura, and Kegalla, of the Sabaragamuwa Division, on any working day between the hours of 9.30 A.M. and 4.30 P.M.

7. Application should be made to the Range Forest Officers concerned for any further information.

**TIMBER REFERRED TO.****Pelmadulla Range.**

(1) List of confiscated logs lying at Potgulkanda proposed reserve :—

5 hora logs, 141 cubic feet.  
1 etamba log, 27 cubic feet.  
1 natavu log, 16 cubic feet.

(2) List of confiscated materials lying at Weniwelmeridiya-mukalana at Medda :—

- 5 jak logs, 136 cubic feet.
- 8 jak scantlings, 8½ cubic feet.

(3) List of confiscated material lying in a paddy field belonging to Medda Vel-Vidane :—

- 8 jak scantlings of 12 ft. — 14 ft. by 2 in. — 4 in. by 2 in. — 5 in.

(4) List of rejected materials lying at Openake :—

- 13 milla broad gauge sleepers.
- 110 milla narrow gauge sleepers.
- 48 na narrow gauge sleepers.

(5) 13 milla planks, 27 cubic feet.

(6) List of rejected materials lying at Belihuloya Circuit Bungalow :—

- 2 milla planks, 4 cubic feet.

(7) List of rejected materials lying at Muwagankanda proposed reserve in Muwagama :—

- 49 hora logs (pieces) of 12 ft. — 40 ft. in length and 2 ft. 6 in. — 4 ft. in girth.
- 1 hora log, 70 cubic feet.
- 1 milla log, 6 cubic feet.
- 1 badulla log, 32 cubic feet.
- 1 mora log, 14 cubic feet.
- 1 dawata log, 12 cubic feet.

(8) 1 yakahalu log, 64 cubic feet.

#### Rakwana Range.

(1) List of rejected materials lying at Kahawatta Railway Station :—

- 8 satin logs, 226 cubic feet.
- (2) 2 halmilla logs, 4 cubic feet.
- (3) 30 na broad gauge sleepers.
- 30 na narrow gauge sleepers.
- 38 mendora narrow gauge sleepers.

#### Ratnapura Range.

(1) List of rejected materials lying at Waga Railway Station :—

- 15 milla broad gauge sleepers.
- 113 milla narrow gauge sleepers.
- 60 na narrow gauge sleepers.
- 3 na posts, 6 cubic feet.

(2) List of rejected materials lying at Kuruwita Railway Station :—

- 1 milla broad gauge sleeper.
- 16 milla narrow gauge sleepers.

(3) List of rejected materials lying at Endrimukalana :—

- 56 top pieces milla and na, 5 ft. and upwards in length.
- 20 top-pieces milla, 5 ft. and upwards in length.
- 300 milla and na outside slabs of 21 ft. long.
- 130 Do. 18 do.
- 100 Do. 10 do.

(4) List of rejected materials lying at Getahetta bridge :—

- 1 na plank, 2½ cubic feet.

(5) List of rejected materials lying at Eratna proposed reserve :—

- 193 milla outside slabs.
- 82 na outside slabs.

#### Kegalla Range.

(1) List of rejected materials lying at 10th mile Rambukkana-Mawanella road :—

- 5 milla planks, 14 1/6 cubic feet.

(2) List of rejected materials lying at Alawwa Railway Station :—

- 3 milla logs, 49 cubic feet.

(3) List of rejected materials lying at Rambukkana Railway Station :—

- 12 milla broad gauge sleepers.
- 26 milla narrow gauge sleepers.

(4) List of rejected materials lying at Kodapolukanda :—

- 7 milla logs (pieces) 96 cubic feet.
- 112 milla outside slabs of 8 to 17 ft. in length.

(5) List of rejected materials lying at Kunugalkanda :—

- 87 milla outside slabs of 8 to 18 ft. in length.

(6) List of rejected materials lying at Damunukanda-mukalana :—

- 12 milla logs (pieces) 122 cubic feet.
- 800 milla outside slabs of 5 to 10 ft. in length.

(7) List of rejected materials lying at Padiyagampola-mukalana :—

- 15 milla logs (pieces) 139 cubic feet.
- 700 milla outside slabs of 5 to 10 ft. in length.

(8) List of rejected materials lying at Welikanda-mukalana :—

- 20 jak logs (pieces, &c.), 287 cubic feet.

J. D. SARGENT,  
Conservator of Forests.

Forest Department,  
Kandy, May 10, 1926.

#### Sale of Timber.

THE under-mentioned timber will be sold by public auction at the places and on the dates specified, subject to the following conditions :—

1. The timber will be put up in convenient lots to suit buyers.

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

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

4. No timber will be removed before payment of the full bid, and all timber must be removed within ten days of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchaser until removed. Logs not so removed will revert to the Crown.

5. Should any person to whom a lot is knocked down refuse to take it over at the full price bid or refuse or fail to pay the full purchase amount or the balance thereof, and to remove the timber within the time specified, the lot will again be put up for auction and the original purchaser will be held liable for any loss to Government owing to a lower price being realized at such resale, while if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

6. Agents bidding for others will be required to produce a written authority.

7. Any further particulars can be obtained from the Divisional Forest Officer, North-Central Division, Anuradhapura.

#### Particulars of Timber, &c.

At the Kekirawa Railway Station at 2 p.m. on Saturday, May 29, 1926.

33 na telegraph posts.

46 na telegraph posts.

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, May 17, 1926.

**Sale of Timber.**

THE under-mentioned timber lying at Jaffna Depôt, will be sold by public auction on the spot by the Divisional Forest Officer, Northern Division, Jaffna, on Wednesday, June 2, 1926, at 9.30 A.M. :—

- Lot I. : 54 palu logs.
- Lot II. : 11 satin logs.
- Lot III. : 6 ranai logs.
- Lot IV. : 8 milla logs.
- Lot V. : 10 halmillla logs.
- Lot VI. : 4 odi logs.
- Lot VII. : 3 chadavakku posts.
- Lot VIII. : 50 palu posts.
- Lot IX. : 17 cwt. ebony pieces.

2. The lists of timber are available for inspection at the Divisional Forest Office, Jaffna.

3. Further particulars can be obtained from the Divisional Forest Office, Jaffna.

**Conditions.**

(a) The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, and no advance of less than 10 cents per cubic foot will be recognized.

(b) The highest bid will be accepted, subject to the approval of the Conservator of Forests. The highest bidder will be declared the purchaser, and on being so declared shall sign his name in the register of sale in admission of such purpose, and deposit the necessary amount.

(c) Twenty-five per cent. of the bids to be deposited on conclusion of the sale. The balance should be paid within ten days of the intimation of the approval of sale by the Conservator of Forests, when a permit for removal will be issued.

(d) The measurements as recorded by the Divisional Forest Officer must be accepted, but prior to date of auction any prospective bidder is at liberty to check the measurements and to represent any difference promptly.

(e) All timber sold and the full price bid of which has been paid must be removed from the depôt within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchaser until removed. A charge of Re. 1 per log per week will be made for any logs not removed within ten days of acceptance of bid. Logs not removed from the depôt within one month will revert to the Crown.

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

(g) Agents bidding for others will be required to produce written authority from the firm or person for whom they bid; such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, May 17, 1926.

**Sale of Satinwood.**

AN auction sale of the under-mentioned satinwood will be held at the Central Timber Depôt, Kew road, Slave Island, Colombo, on Saturday, June 19, 1926, at 10 A.M., subject to the following conditions :—

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

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

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

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

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

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

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

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

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

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

Division.	No. of Logs.	Cubic Feet.
Eastern (South)	50	1,489

**LIST OF SATINWOOD LOGS REFERRED TO.**

Eastern Division (South).						
Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.	
458	474	16 3	5 11	36	Sound*	
459	475	16 9	6 0	38	do.*	
2	476	9 9	5 9	20	do.*	
467	478	15 6	5 10	33	do.*	
447	480	16 6	5 8	33	do.*	
477	482	17 0	5 0	27	do.*	
482	485	13 3	5 10	28	do.*	
485	490	18 6	5 4	33	do.*	
481	492	15 0	5 8	30	do.*	
475	493	13 6	5 9	28	do.*	
41	502	15 9	5 10	33	do.*	
6	505	17 0	5 10	36	do.*	
4	507	15 9	5 1	25	do.*	
54	523	15 3	5 8	31	do.*	
5	524	15 0	5 1	24	do.*	
24	526	18 0	5 1	29	do.*	
49	534	15 0	5 8	30	do.*	
10	542	14 9	5 10	31	do.*	
9	544	18 3	5 6	35	do.*	
3	545	17 0	5 7	33	do.*	
535	649	11 9	6 6	31	do.*	
623	650	14 9	5 3	25	do.*	
513	651	12 9	5 6	24	do.*	
539	652	14 3	6 4	36	do.†	
533	653	11 6	6 7	31	do.*	
536	654	11 6	6 10	34	do.*	
542	655	11 3	5 3	19	do.†	
544	656	18 6	5 7	36	do.*	
534	657	12 6	6 6	33	Partly un-sound.*	
519	658	13 6	6 1	31	Sound*	
512	659	14 3	5 2	24	do.†	
516	679	12 6	6 8	35	do.*	
523	680	10 3	7 3	34	do.*	

Div. No.	C. T. D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
589	681	14 0	6 6	37	Sound*
529	682	15 9	5 2	26	do.*
610	683	20 3	5 1	33	do.*
605	684	13 6	6 4	34	Partly un-sound*
526	685	15 0	5 8	30	Sound*
531	686	16 9	5 2	28	do.*
604	687	15 3	5 5	28	do.†
528	688	15 0	5 1	24	do.*
621	689	13 6	5 0	21	do.*
619	690	12 9	5 10	27	Partly un-sound†
646	691	12 3	7 6	43	Partly un-sound*
525	692	11 6	5 11	25	Sound*
537	693	10 3	5 7	20	do.*
624	694	15 6	5 7	30	do.†
527	695	11 6	5 5	21	do.*
540	696	11 9	5 11	26	do.*
524	697	12 3	6 3	30	do.*
50			1,489		

\*Plain. † Streaked. ‡ Flowered.

J. D. SARGENT,

Office of the Conservator of Forests, Kandy, May 17, 1926. Conservator of Forests.

#### Sale of Produce, Experiment Station, Peradeniya.

THE following produce of the Experiment Station, Peradeniya, will be sold by public auction on Tuesday, June 1, 1926, at 9 A.M. on the spot:—

Coconuts, approximately 5,000 nuts.

Dry coffee.

Paddy.

2 Unserviceable Primus stoves.

1 Unserviceable Ceylon felling axe.

1 Unserviceable Mowing machine.

3 Unserviceable Mowers, lawn.

A deposit of Rs. 50 in case of coconuts, and Rs. 10 for other produce or articles will be required to be made with the Manager of the Experiment Station, Peradeniya, by intending purchasers. Should any person fail to remove the produce within seven days, inclusive of the date of purchase, such deposits will be forfeited to the Crown. All other deposits will be returned when the articles purchased have been removed. Payment must be made before delivery.

The produce will be delivered at the Store of the Experiment Station, Peradeniya, where it can be seen by intending purchasers.

The Government reserves to itself the right, without question, of accepting or rejecting the highest offer.

F. A. STOCKDALE,

Peradeniya, May 12, 1926. Director of Agriculture.

#### Loss of Firearms.

##### MANNAR DISTRICT.

Description of property: One single-barrelled cap gun, bearing No. M 445 on the stock.

Name of Owner: Anthoni Pethiru of Uyilankulam, in Mantai division of the Mannar District.

Number of licence: A 82532/1786.

Remarks: Said to have been lost and whereabouts of the gun are not known.

C. E. JONES,

Mannar, March 12, 1926. Assistant Government Agent.

#### PROVINCE OF SABARAGAMUWA.

1. Single-barrelled muzzle-loading gun licensed under No. 1,206 and bearing No. 1,206 on barrel.

Name of licensee: V. Velauthan Chetty, Belmont Group, Rambukkana.

2. Single-barrelled muzzle-loading gun licensed under No. 2,331 and No. 166 marked on barrel.

Name of licensee: V. Velauthan Chetty, Belmont Group, Rambukkana.

3. Revolver licensed under No. 2,565. and bearing No. 314,729 marked on barrel.

Remarks: The licences have not been renewed for 1926. The licensee is reported to have left the Island for good, and the whereabouts of the firearms cannot be traced.

The Kachcheri,  
Kegalla, May 18, 1926.

J. D. BROWN,  
Assistant Government Agent.

THE Assistant Government Agent, Matale, is prepared to issue free of stamp duty, licences for the destruction of two rogue elephants which are destroying the paddy fields at Elahera, 14 miles east of Naula.

#### Description.

1. Has white blotches on forehead, height about 8 feet—tushes visible.

2. Has few white blotches on forehead—height about 7 feet—tushes not visible.

The Kachcheri,  
Matale, May 18, 1926.

W. J. L. ROGERSON,  
Assistant Government Agent.

#### Rinderpest.

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

The Kachcheri,  
Hambantota, May 14, 1926.

R. M. M. WORSLEY,  
Assistant Government Agent.

#### Rinderpest.

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

The Kachcheri,  
Hambantota, May 14, 1926.

R. M. M. WORSLEY,  
Assistant Government Agent.

#### Rinderpest.

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

The Kachcheri,  
Hambantota, May 13, 1926.

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

#### Rinderpest.

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

The Kachcheri,  
Hambantota, May 13, 1926.

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



**Rinderpest.**

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

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

The Kachcheri,  
Hambantota, May 13, 1926.

**Rinderpest.**

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

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

The Kachcheri,  
Hambantota, May 13, 1926.

**Rinderpest.**

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

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

The Kachcheri,  
Hambantota, May 15, 1926.

**Rinderpest.**

WHEREAS rinderpest exists in the village of Ittadembaliya in West Giruwa pattu of Hambantota District: It is hereby proclaimed, under the provisions of sections 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.*

Ittadembaliya.

North.—Galahitiya.

East.—Raluwa and Keppitiyawa.

South.—Atubode.

West.—Galahitiya.

HARRY O. JAYAWARDANA,  
Mudaliyar, West Giruwa Pattu.

May 9, 1926.

**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 further period of ten days from the date hereof.

E. T. MILLINGTON,  
Government Agent.

The Kachcheri,  
Ratnapura, May 21, 1926.

**Hoof-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Pallegama Wasama, in Laggala Pallesiya pattu of Matale east, in the Matale District of the Central Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated March 5, 1926, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

W. J. L. ROGERSON,  
Assistant Government Agent.

The Kachcheri,  
Matale, May 11, 1926.

**Hoof-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Puwakpitiya Wasama, in Gangala Udasiya pattu of Matale east, in the Matale District of the Central Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated February 19, 1926, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

W. J. L. ROGERSON,  
Assistant Government Agent.

The Kachcheri,  
Matale, May 11, 1926.

**Hoof-and-Mouth Disease.**

NOTICE is hereby given that the area declared infected at Kahagala Wasama, in Laggala Udasiya pattu of Matale east, in the Matale District of the Central Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated February 12, 1926, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

W. J. L. ROGERSON,  
Assistant Government Agent.

The Kachcheri,  
Matale, May 11, 1926.

**Hoof-and-Mouth Disease in Kiulegedaragama.**

WHEREAS hoof-and-mouth disease has broken out in Kiulegedaragama in Pallewela Wasama in Wiyaluwa korale of the Wiyaluwa division of the Province of Uva: I, Edward Joseph Kumbalwela, Ratemahatmaya of the division of Wiyaluwa, do hereby declare, under sub-sections (1) and (2) of section 5, of Ordinance No. 25 of 1909, that the area within the following boundaries is an infected area:—

*Boundaries.*

North by Gigiri-Pudama.

East by Dadayaantalawekandura.

South by Badulla river.

West by Mahaweli-ganga.

This declaration shall take effect from the date hereof.

E. J. KUMBALWELA,  
Ratemahatmaya, Wiyaluwa.

May 3, 1926.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

## Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, April 14, 1926, at 3 p.m.

The Council met this day at 3 p.m., pursuant to notice, dated April 7, 1926.

*Present*:—Mr. H. E. Newnham, C.C.S., Chairman; Mr. C. P. Dias, J.P.; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Mr. H. L. de Mel, C.B.E.; Dr. E. V. Ratnam; Mr. A. E. de Silva; Mr. R. L. Pereira; Mr. W. E. V. de Rooy; Dr. E. A. Coorey; Mr. G. W. Dodds; Dr. G. Thornton; Mr. J. S. Collett; Mr. T. G. Jayewardene, V.D., J.P.; Mr. N. R. Blande; Mr. A. H. G. Dawson; and Mr. T. R. Mitchell.

1. The Minutes of the General Meeting of March 3, 1926, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.—Resolved that the Minutes of the General Meeting of March 3, 1926, be confirmed.

2. Pursuant to notice, the Hon. Mr. N. H. M. Abdul Cader presented a petition from A. L. M. Ayeshah Umma, widow of the late N. M. Mohammad Yosoof of Layard's Broadway in Colombo, praying that the arrears of rates up to the end of 1925, on premises No. 150, 2nd Division, Maradana, be waived.

The Hon. Mr. N. H. M. Abdul Cader explained the facts and moved that the petition be referred to the Finance Committee for report. Mr. R. L. Pereira seconded.—Carried.

3. Pursuant to notice, Mr. T. G. Jayewardene asked the Chairman the following questions:—(1) With reference to his answer to my question No. 3 at the General Meeting of October 7, last, will the Chairman be pleased to state, if he will now ask Government to meet the expenditure on the widening of the Colombo-Galle road as and when incurred, so that this very urgent work may not be delayed for want of funds? (2) Will the Chairman be pleased to state, if he has received a reply from Government in regard to the claim of Rs. 70,750 by this Council for repairs to the damage to a sewer in Norris road, referred to in my question at the General Meeting of January 13, last?

The Chairman replied as follows:—(1) The Chairman has addressed Government, as suggested. (2) A reply from Government was received on February 4, merely refusing to meet the claim. The Chairman addressed a further letter to Government, asking that the reasons for this unexpected decision should be communicated to the Council. The reasons have now been received and the matter is being further pursued.

4. (1) Pursuant to notice, Hon. Mr. N. H. M. Abdul Cader moved:—That in view of the congested cart traffic in 4th Cross street and Keyzer street, this Council do recommend that the Chairman should write to the Inspector-General of Police for the better control of such traffic so as to prevent the roads from being blocked up by bullock carts and motor lorries. Mr. C. P. Dias seconded.

The Chairman stated that he had already addressed the Inspector-General of Police on the subject and is awaiting his reply.

The Hon. Mr. N. H. M. Abdul Cader thanked the Chairman, but stated that he found no action had been taken by the Police in consequence of the Chairman's letter and expressed the hope that the Chairman would again address the Inspector-General of Police and urge that proper Police supervision be supplied to control the traffic.

Mr. T. G. Jayewardene moved that the following be added by way of amendment of the motion:—“and that the Municipal Engineer be requested to submit an estimate for connecting 4th Cross street with 5th Cross street by constructing two short lengths of road opposite Keyzer street and Prince street.”

Mr. R. L. Pereira seconded the amendment.

The mover and seconder of the original motion agreed to the amendment. The motion, as amended, was put to the meeting and carried.

The Hon. Mr. N. H. M. Abdul Cader asked that leave of Council be granted to him to postpone the following motion standing in his name to the next meeting of Council:—

(2) That this Council recommend the Chairman to issue permits to the owners of properties in Main street, if they apply to build upstairs over and construct basement floors under the verandahs in the Main street.

The leave having been granted, the motion was postponed.

Mr. R. L. Pereira asked that, with the permission of the Council, the following motion standing in his name be deferred *sine die*:—(5) That this Council disapproves of the suggestion that the continuation of the widening of the Colombo-Galle road as from Deal place should be deviated on to the seaside of the road and recommends that the widening should continue on the land side as heretofore.

The permission having been granted, the motion was deferred, *sine die*.

Mr. C. P. Dias moved that the Council do go into Committee to consider items Nos. 6 to 12 (inclusive) on the Agenda. Dr. E. V. Ratnam seconded.—Carried.

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

*Extracts from the Minutes of the Standing Committee on Sanitation and Markets of March 15, 1926.*

(4) To consider:—(a) An application from Mrs. C. Jayasinghe of No. 175, Baseline road, Colombo, for permission to establish a dairy at No. 175, Baseline road. (b) A report by the Medical Officer of Health and a memorandum by the Chairman on the subject.—Recommended that a dairy be allowed at No. 175, Baseline Road, on condition that the liquid and solid waste be carted away daily.

(5) To consider an application from the Medical Officer of Health for authority for the Assistant Medical Officer of Health, Child Welfare, to recover her fees for the examination of female candidates for appointments.

*Note*.—Paragraph 40 of the Salaries Scheme allows to Dispensary Medical Officers Rs. 5.25 each for examining candidates for appointments.—Recommended that the Assistant Medical Officer of Health, Child Welfare, should medically examine female candidates for appointments and be paid the usual examination fee.

(6) To consider the following proposed resolution, with regard to the Kochchikade Slum Scheme:—That this Council approves the design submitted by Mr. Lawrence de Silva for Messrs. Booty and Edwards, for the layout of the Kochchikade Slum Scheme and for the style of construction, subject to the modifications suggested by the Municipal Engineer.—Recommended.

(7) To consider:—(a) An application from W. D. Salim for the transfer of his beef stall at No. 4, St. Joseph's street to No. 2A, St. Joseph's street; (b) A report thereon of the Municipal Treasurer.—Recommended.

(8) To consider an application from Dr. L. F. Hirst, City Microbiologist, for permission to conduct the practical examination in Pathology at the Ceylon Medical College on March 1, 1926.

*Note.*—Permission to conduct such examinations has been granted in the past years.—Recommended.

(10) To approve the site selected for the erection of a public lavatory opposite to the Fort Railway Station.—Recommended the site indicated in plan No. 695 attached to the papers.

(12) To consider a memorandum, dated March 9, 1926, from the Chairman, with regard to the suggestion that Dr. E. R. Loos, Second Assistant Medical Officer of Health, be allowed to remain in service until he has reached the maximum salary of his grade, *i.e.*, Rs. 12,000 a year.—Recommended that the Council should regret that it cannot accede to the request.

#### Resolutions.

With regard to item No. 12 (corresponding to item No. 18 of the extracts from the minutes of the Standing Committee on Finance of March 17, 1926), Mr. R. L. Pereira moved that Dr. E. R. Loos be continued in service till he has qualified for full pension, provided that the Medical Officer of Health is of opinion that such continuance will not adversely affect the officers in the service. Mr. W. E. V. de Rooy seconded.

Dr. E. V. Ratnam moved, as an amendment, that the recommendation of the Standing Committees be adopted. Mr. T. G. Jayewardene seconded.

The Chairman explained the consideration shown to Dr. E. R. Loos by the Salaries Committee and stated that it had not been urged that the retirement of Dr. Loos would be "detrimental to the interests of the service," which is a requirement of the Pension Regulations.

Dr. E. A. Coorey and Mr. C. P. Dias also spoke to the amendment. The amendment was put to the meeting and carried.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

#### Extract from the Minutes of the Standing Committee on Municipal Works of March 17, 1926.

(2) To consider:—(a) An application for an extension of a private street (7th lane, Colpetty). (b) A report of the Municipal Engineer, dated March 8, 1926, forwarding plan No. 488, dated March 3, 1926, showing street lines for Buller's road extension to Colombo-Galle road. (c) A memorandum thereon of the Chairman.—Recommended: (a) That the street lines shown in the Municipal Engineer's plan No. 488 of March 3, 1926, for a street connecting Buller's road with the Galle road, be approved. (b) That the street lines for an extension of a private street (7th lane, Colpetty) be approved subject to the recommendation of the Municipal Engineer, dated March 8, 1926.

(3) To consider the question of naming of the road adjoining Milagiriya Church, Bambalapitiya.—Recommended that the road be called "De Kretser place."

#### Resolution.

Resolved that the above recommendations of the Standing Committee be adopted.

#### Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of March 17, 1926.

(5) To consider:—(a) A letter dated February 2, 1926, from Mr. N. D. H. Abdul Caffoor, requesting that the Municipal drain, running through premises No. 10, Kynsey road, be covered. (b) A report of the Municipal Engineer, stating that it would cost Rs. 1,300 to do the work. (c) A memorandum thereon of the Chairman.—Recommended that the Council should not cover up the drain in question.

(6) To consider:—(a) A letter, dated March 10, 1926, from Mr. E. C. Bakmiwewa, requesting that the Council do construct a covered drain in premises No. 390, 3rd Division, Maradana. (b) A memorandum thereon of the Chairman, stating that it would cost Rs. 700 to cover the drain.—Recommended that the Council should build the drain, but that it should not be covered.

(7) To consider a memorandum of the Chairman, dated March 1, 1926, with regard to the right of the Council to buy out the Tramway Company in 1929.—Recommended that, as at present advised, the Council does not propose to exercise its right to acquire the Tramways in 1929.

(9) To consider a report of the Municipal Treasurer, dated February 1, 1926, with regard to insurance of Council property against damage by fire, recommending that the Council establish an Insurance Fund and that for the first five years the fund shall be built up by contributions from revenue equal to the amounts which would have been paid for insurance.—Recommended.

(11) To consider the case of outright sale of premises No. 3292/185, Mutwal street, which has not been completed.—Recommended that the transfer be completed.

(12) To consider the case of outright sale of premises No. 4104/70, Mutwal street, which has not been completed.—Recommended that the land be again sold by public auction.

(14) To consider a letter, dated January 29, 1926, asking that the Dematagoda road be closed for motor lorry traffic.—Recommended: (a) That the road be closed to motor lorry traffic. (b) That the proviso approved by the Council on December 2, 1925, be dropped.

#### Proviso referred to.

That the Chairman may give permission in writing for the use of any of these roads by a motor lorry.

(16) To consider the case of outright sale of premises No. 3992/59, Modera street, which has not been completed.—Recommended that the property be sold outright.

(17) To consider:—(a) The quotations received through the Council's Agents for the supply of 3,000 9-inch glazed stoneware pipes. (a) Considered. (b) The recommendation of the Municipal Engineer that the quotation of Messrs. Doulton & Co., for these pipes in 3 ft. length each, at approximately £892 14s 8d., *c. i. f.*, be accepted.

*Note.*—The total cost will be met from Advance Account and charged to works as drawn. (b) Recommended.

(18) To consider:—(a) The quotations received through the Council's Agents for the supply of paints, varnish, distemper, &c., required for Council's use during the course of the year.—(a) Considered. (b) The recommendation of the Municipal Engineer that the quotations underlined in red statement flagged in A attached to the papers, be accepted.

*Note.*—The cost is approximately £812, which will, in the first instance, be charged to advance Account, purchase of Stores, and debited to sanctioned votes when the materials are drawn from the stores.—(b) Recommended.

(19) To consider a report of the Municipal Engineer, dated February 26, 1926, with regard to an application to build at the junction of Arab lane and 2nd Division, Maradana, within the proposed street lines, inquiring whether the piece of land, in extent 26.03 perches is to be acquired.

*Note.*—The Municipal Assessor reports that the approximate cost of acquisition will be Rs. 10,500.—Recommended that the land be acquired and Rs. 10,500 be voted for the purpose, provided that the owner first builds on the new street lines.

(20) To consider the following proposed resolution with regard to the Kochchikade Slum Scheme :—That this Council approves the design submitted by Mr. Lawrence de Silva for Messrs. Booty & Edwards for the lay out of the Kochchikade Slum Scheme and for the style of construction, subject to the modifications suggested by the Municipal Engineer.—Recommended.

(22) To consider a letter, dated February 24, 1926, signed by certain residents of Campbell place and its neighbourhood, asking that buses be stopped from plying for hire on Campbell place ; if this is impossible, that the buses which come from outstations drop their passengers at such termini as Borella junction, Dematagoda junction, and Urugodawatta, &c.—Recommended that Campbell place, 2nd and 3rd, Divisions, Maradana, be closed to buses.

(23) To consider an application from the Municipal Treasurer, dated February 25, 1926, with regard to the Waterworks Department Store Staff, recommending the appointment of a Store Clerk on scale IL, Rs. 540 by Rs. 60 to Rs. 1,320 a year.—Recommended.

(24) To consider :—(a) The correspondence with regard to the verification of stores—(a) Considered. (b) A memorandum of the Municipal Treasurer, dated December 9, 1925, recommending that the Storekeeper be asked to pay the sum of Rs. 100·17, being the value of 33311/12 lbs. of cotton waste found to be short.—(b) Recommended that Rs. 50 be written off, and that the balance be paid by the Storekeeper.

(25) To recommend the excesses on the following votes of the 1925 Budget :—

<i>Municipal Treasurer's Department.</i>		Rs.	c.			Rs.	c.
D-14, Insurance of M. C., buildings	..	21	54	I-25, Upkeep of metal roads	..	16,368	50
<i>Veterinary Department.</i>				I-28, Asphaltting and tarring streets	..	2,978	79
E-33, Feeding charges	..	98	16	I-43, Electric fans and lamps, M. C. Offices	..	203	14
<i>Municipal Court.</i>				I-53, Treatment works, Madampitiya	..	1,335	57
F-4, Stationery	..	5	64				
<i>Engineer's Department.</i>						21,334	10
I-13, Maintenance—Markets	..	322	76				

Recommended.

(26) To recommend the sanction of Council for the purchase from Messrs. Clark Young & Co., of 100 tons of Burma first class teak squares at the rate of Rs. 190 per ton of 50 cubic feet delivered in Colombo.

*Note.*—The total cost will be Rs. 19,000, which will at first, be charged to Advance Account, Purchase of Stores, and debited to sanctioned votes as and when the teak is drawn from the stores.—Recommended.

(27) To consider :—(a) The quotations received (through the Council's Agents), for the supply of drawing materials, &c.—(a) Considered. (b) The recommendation of the Municipal Engineer that the items underlined in red in the summary attached to the papers, be accepted.

*Note.*—The cost will amount to £190 approximately, f.o.b., exclusive of the Agent's commission, which will be met from Vote I-3, "Surveying and drawing materials."—(b) Recommended.

(28) To consider :—(a) The quotations received (through the Council's Agents) and also from Indian Firms for the supply of cart plates, &c., for the year 1927.—(a) Considered. (b) The recommendation of the Municipal Treasurer that the quotation of Messrs. Garnier & Co., for items 1 to 4 at a cost of £200 0s. 6d., c.i.f., and the quotation of Messrs. J. Hudson & Co., for item No. 5, at a cost of £9 5s. 3 d., c.i.f., be accepted.

*Note.*—The total cost will be charged to Vote D-11, "Tin Plates."—(b) Recommended.

(29) To consider :—(a) The quotations received for the supply of jak logs.—(a) Considered. (b) The recommendation of the Municipal Engineer that the lowest quotation of Mr. D. A. Munasinghe for the supply of 800 cubic feet of jak logs at the rate of Rs. 3·35 per cubic feet be accepted.

*Note.*—The total cost will be Rs. 2,680, which will, at first, be charged to Advance Account, Purchase of Stores, and debited to sanctioned votes as and when the jak logs are drawn from the stores.—(b) Recommended.

(32) To consider :—(a) An application from Mr. L. Thegis Appuhamy for water service to his premises situated in Thomas Lane, a private lane of Old Kolonnawa road.—(a) Considered. (b) A plan and an estimate of Rs. 581 from the Waterworks Engineer for laying a 3 inch diameter water main for a distance of 53 yards in the lane.—The lane being a private lane, the application will have to be dealt with under Ordinance No. 9 of 1916. The applicant and Mr. M. Saris have expressed their willingness to contribute their shares which amount to Rs. 303·57.

*Note.*—The Waterworks Engineer recommends the laying of the main on payment of the above sum of Rs. 303·57.—(b) Recommended.

(33) To consider :—(a) The tenders received (through the Council's Agents), for the supply of special castings and Decon waste meters.—(a) Considered. (b) The recommendation of the Waterworks Engineer that the following tenders be accepted :—

	Cost, c.i.f., Colombo.			Approximate Cost including Commission and Inspecting Charges.
	£.	s.	d.	
<i>List No. 1, Special Castings.</i>				
Messrs. Glenfield & Kennedy, Ltd.	..	238	6 6	3,682
<i>List No. 2, Deacon Meters.</i>				
The Palatine Engineering Co. Ltd.	..	637	4 5	
Item 3, extra for roadway covers	..	22	0 0	
Item 14, value of parts	..	1	0 0	
		660	4 5	10,200
				13,882

*Note.*—The total cost could be met from Advance Account, Purchase of Stores, (Waterworks) and charged to different estimates when the materials are drawn from the stores.—(b) Recommended.

(35) To consider a plan and an estimate of Rs. 7,000 from the Municipal Engineer, for the construction of a proposed 9-inch sewer in Temple lane, Kollupitiya.

*Note.*—Funds are available under Vote I-88, Rs. 100,000.—Recommended.

(38) To consider :—(a) The correspondence with regard to repairs to tramway routes. (b) A memorandum thereon of the Chairman.—Recommended that the Chairman's draft letter be approved, but that the requirement of stone setts in 1st Division, Maradana, be waived for the present.

(40) To consider :—(a) A report of the Municipal Engineer, stating that Rs. 6,000 is necessary in order to trap about 20 rainwater drain outlets which discharge into the San Sebastian Canal. (b) A memorandum thereon of the Municipal Treasurer, stating that this amount can be met out of the savings from Vote I-104 of 1925, "Diversion of Sewer A.78 Fort," and recommending that supplemental provision of Rs. 6,000 be sanctioned and that Vote I-104 of 1925, be reduced by a sum of Rs. 6,000.—Recommended and that supplemental provision of Rs. 6,000 be sanctioned, and that Vote I-104 of 1925, be reduced by a sum of Rs. 6,000.

*Resolutions.*

With regard to item No. 11 (corresponding to item No. 3 of the extract from the Minutes of the Standing Committee on Law and General Subjects of March 23, 1926), the Chairman stated that he had received a letter from the Hon. Mr. N. H. M. Abdul Cader enclosing a letter from the quondam owner's proctor offering to pay up the arrears of rates.

Mr. R. L. Pereira moved that the quondam owner be informed that unless all arrears of rates and costs be paid by May 31, 1926, and the purchaser is willing to surrender the property, the transfer will be completed.

The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted.

*Extract from the Minutes of the Special Meeting of the Standing Committees on Municipal Works and Finance (meeting together) of March 23, 1926.*

(2) To consider :—(a) The question raised Mr. H. L. de Mel, C.B.E., in Council on February 3, 1926, regarding the erection of new buildings on the main road between Wellawatta and Dehiwala. (b) A report of the Municipal Engineer forwarding 3 plans. (c) A memorandum thereon of the Chairman inquiring "shall we lay down these street lines."—Recommended that the street lines shown in Municipal Engineer's plan No. 376 of September 21, 1925, from Fredrica road to Vihara lane, be approved.

*Resolution.*

Resolved that the above recommendation of the Standing Committees be adopted.

*Extract from the Minutes of the Standing Committee on Finance of March 17, 1926.*

(2) To consider :—(a) A petition signed by 2 clerks in (Division I.) of the Municipal Engineer's Department, praying that they be relieved of their halt at the efficiency bar by one year. (b) A memorandum of the Chairman on the subject.—Recommended that the applicants be informed that the request cannot be granted.

(3) To consider :—(a) A report of the Municipal Treasurer, dated February 19, 1926, with regard to extra remuneration to Vehicle and Animals Clerks, &c. (b) A memorandum thereon of the Chairman.—Recommended that the request be not granted.

(6) To recommend supplemental provision of Rs. 750 under Vote C. 9. "Telephones," (Secretariat), as the sum of Rs. 9,800 provided in the Budget is likely to be insufficient owing to extension to telephone services sanctioned by Council.—Recommended.

(7) To recommend, under section 21 (as amended) of the M. C. Pension Minute, the grant of a gratuity of Rs. 114.72 to P. Simon Perera, Cooly, Municipal Engineer's Department, who is found unfit by a Medical Board for further service. The gratuity is based on his service of 165 months and his average monthly pay of Rs. 25.03.—Recommended.

(8) To recommend supplemental provision of Rs. 120 under Vote H. (f) 31, "Salaries" Public Health Department, in order to pay increment of salary of Mr. J. A. A. Fernando, as per resolution of Council of February 3, 1926.—Recommended.

(9) To recommend under section 15 of the M. C. Pension Minute, the grant of a pension, with effect from November 6, 1925, of Rs. 1,333.50 a year, to Mr. J. S. Perera of the Municipal Treasurer's Department, who retired from the Council's service. The pension is based on his service of 360 months and his salary of Rs. 2,286 a year.—Recommended.

(10) To recommend under section 6 of the M. C. Leave Minute, excess leave of 14 days over 42 days granted in 1925 to T. N. H. Jumadin, Telephone operator, Town Hall, owing to ill-health.—Recommended.

(11) To consider an application from the Medical Officer of Health for authority for the Assistant Medical Officer of Health, Child Welfare, to recover her fees for the examination of female candidates for appointments.

*Note.*—Paragraph 40 of the Salaries Scheme allows to dispensary Medical Officers Rs. 5.25 each for examining candidates for appointments.—Recommended that the Assistant Medical Officer of Health, Child Welfare, should medically examine female candidates for appointments and be paid the usual examination fee.

(12) To consider an application from Dr. L. F. Hirst, City Microbiologist, for permission to conduct the practical examination in Pathology at the Ceylon Medical College on March 1, 1926.

*Note.*—Permission to conduct such examinations has been granted in the past years.—Recommended.

(13) To consider a report of the Municipal Treasurer, dated March 2, 1926, recommending that arrears of rates amounting to Rs. 71.12 as per list attached to his report (5 cases on grounds of poverty and one case irrecoverable), be written off.—Recommended.

(14) To consider a memorandum of the Municipal Treasurer, dated March 3, 1926, with regard to leave to the late Mr. F. S. de Fonseka, Head Clerk, Assessing Department, recommending that excess leave of 3 days over 42 days granted to him during the current year be sanctioned, which may be set off against the lapsed leave available of 42 days in respect of 1921, and 1922, *vide* section 10 (iii.) of the M. C. Leave Minute and the resolution of Council, dated September 9, 1925, regarding the interpretation of section 10 (iii.).

(15) To consider :—(a) The applications for advances in order to purchase conveyances for official duties :—(1) Mr. M. E. Akbar, Sanitary Inspector, advance of Rs. 150 to purchase a rickshaw. (2) A. R. Silva, a bicycle orderly of the Public Health Department, advance of Rs. 111 to purchase a bicycle. (3) Mr. Sam P. Dias, Revenue Inspector, advance of Rs. 200, to enable him to effect certain repairs to his motor car. (b) The recommendation of the Municipal Treasurer that the advances be granted to be repaid in twelve equal monthly instalments, together with interest at 5 per cent. a year on the balance outstanding from time to time. (a) Considered.—Recommended (1) and (2). (3) Recommended as a special case.

(16) To consider the draft Supplemental Budget for the period from January 1 to December 31, 1925.—Considered. To be submitted to Council.

(17) To recommend, under M. C. Pension Rule 5 (1), the grant of a pension, with effect from January 1, 1926, of Rs. 568.75 a year to Miss Grace Ebert, Matron, Enteric Hospital, who was compelled to retire owing to the closing of the Enteric Hospital.—Recommended.

(18) To consider a memorandum, dated March 9, 1926, from the Chairman, with regard to the suggestion that Dr. E. R. Loos, Second Assistant Medical Officer of Health, be allowed to remain in service until he has reached the maximum salary of his grade, *i.e.*, Rs. 12,000 a year.—Recommended that the Council regret that it cannot accede to the request.

(19) To recommend reconveyance of premises No. 2,864A/1 (2), north and south Baseline road, vested in Council, to David Mendis Gunasekera, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 1,943·77, has been paid up to and including the 4th quarter, 1925).—Recommended.

(20) To recommend, under section 24 of the M. C. Pension Minute, the grant of a gratuity of Rs. 270 as follows, to the widow of the late Mr. N. L. Perera, Compositor, Printing Department, who died on December 29, 1925, whilst in the Council's service :—Three months' pay at Rs. 90—Rs. 270.—Recommended.

(21) To select from the applicant and to submit to the Council the name of three candidates for the post of Head Clerk, Assessing Department, indicating, if the Committee thinks fit, the candidate whom they recommend Council to appoint.

Resolved that the following names be submitted to the Council :—(1) Mr. M. H. C. Cooray, (2) Mr. V. S. Nanayakkara, (3) Mr. T. G. R. Goonewardene with the recommendation that Mr. M. H. C. Cooray be appointed. Mr. A. E. de Silva dissents and is of opinion that Mr. V. S. Nanayakkara should be appointed.

(23) To consider a memorandum of the Chairman, dated March 16, 1926, on the application from Mr. S. Rasaratnam that the rates for 4th quarter, 1925 and 1st quarter, 1926, amounting to Rs. 156·99 on certain properties acquired by the Council for the erection of the Dispensary and Child Welfare Centre, be waived.—Recommended that, in the circumstances, the rates be waived.

#### Resolution.

With regard to the item No. 18, *vide* resolution of Council on pages 306 and 307 of these minutes in connection with the recommendation of item No. 12 of the extracts from the minutes of the Standing Committee on Sanitation and Markets of March 15, 1926.

With regard to item No. 21, Mr. C. P. Dias moved that the matter be deferred and referred back to the Finance Committee for further consideration. Mr. A. E. de Silva seconded. Mr. H. L. de Mel spoke to the motion. The motion was put to the meeting and lost.

Mr. H. L. de Mel moved that the recommendation of the Standing Committee be adopted, namely, that Mr. M. H. C. Coorey be appointed. Mr. T. G. Jayawardene seconded.—Carried.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

#### Extract from the Minutes of the Special Building Committee of March 22, 1926.

(4) To consider a memorandum of the Chairman, dated March 5, 1926, with regard to a proposed amendment to the by-laws regarding the storage of copra.—Recommended that the by-law in the *Gazette* of March 6, 1925, be amended as follows :—In by-law 4 for 2 (f), 6, and 7, substitute 2 (f), 6, 7, and 10, and in line 3 of by-law 10 insert "Copra may be stored and" between "that" and "this."

The paragraph to read "Provided that copra may be stored and the restriction shall not be in force," &c.

#### Resolution.

Resolved that the above recommendation of the Special Committee be adopted.

#### Extract from the Minutes of the Standing Committee on Law and General Subjects of March 23, 1926.

(3) To consider the case of outright sale of premises No. 3,292/185, Mutwal street, which has not been completed.—Recommended that the transfer be completed.

(4) To consider the case of outright sale of premises No. 3,992/59, Modera street, which has not been completed.—Recommended that the property be sold outright.

(5) To consider the case of outright sale of premises No. 4,104/70, Mutwal street, which has not been completed.—Recommended that the land be sold again by public auction.

(7) To recommend reconveyance of premises No. 2,864A/1 (2), north and south Baseline Road, vested in Council, to David Mendis Gunasekera, on payment of all rates and costs which would have been due up to the end of the quarter in which the reconveyance may be signed, had the property not been vested in the Council. (A sum of Rs. 1,943·77, has been paid up to and including the 4th quarter, 1925).—Recommended.

(8) To consider a letter, dated February 24, 1926, signed by certain residents of Campbell Place and its neighbourhood, asking that buses be stopped from plying for hire on Campbell place; if this is impossible, that the buses which come from outstations drop their passengers at such termini as Borella junction, Dematagoda junction, and Urugodawatta, &c.—Recommended that Campbell Place, 2nd and 3rd Divisions, Maradana, be closed to buses.

(9) To consider the draft of the proposed electricity supply agreement forwarded by Messrs. Boustead Bros., and the comments thereon of the Municipal Engineer and the Municipal Treasurer.—Recommended that the draft agreement be approved, subject to the following alterations :—(a) To add to clause 5, "Subject to the conveyance of the consumer" (b) In clause 7, 21 (days) should be substituted for 15 (days); (c) That clause 11 should be cancelled; (d) In clause 13, after the word "once" in the last line but one; the words "at any one installation" should be inserted; (e) In clause 19, line 4, 15 (days) should be altered to one month.

(10) To consider a memorandum of the Municipal Treasurer, dated March 22, 1926, regarding the arrangements to be made with Messrs. Wilson & Kadirgamar, Council's Lawyers, in connection with the reports on titles for re-transfer of vested properties.—Recommended that Rs. 42 should be the usual minimum fee for examining and reporting on title.

#### Resolutions.

With regard to item No. 3, *vide* resolution of Council on page 310 of these minutes in connection with the recommendation of item No. 11 of the extracts from the minutes of the Standing Committee on Municipal Works and Finance (meeting together) of March 17, 1926.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

#### Extract from the Minutes of the Special Committee on Milk Supply of March 26, 1926.

1. To consider arrangements necessary for conducting a Municipal Dairy at the Cattle Mart.—Recommended (1) That no charge be made, at present, for dairymen and milk vendors registering themselves at the Cattle Mart and Quarantine Station; (2) That the rules submitted by the Medical Officer of Health and the Veterinary Surgeon (*vide* Annexure A) be approved; (3) That the following additional staff be employed :—Two Stock Sub-Inspectors, on the initial salary of Rs. 1,200 rising by increments of Rs. 96 a year to Rs. 2,400. No rickshaw allowance. Two coolies at 75 cents a day each.

*Resolution.*

Resolved that the above recommendations of the Special Committee be adopted.

Mr. C. P. Dias moved that the Council do resume and that the resolutions of Council in Committee be adopted, as amended. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

The Chairman formally moved in Council that the resolutions of Council in Committee, and the recommendations of the various Committees, subject to any amendments of such recommendations by the Council in Committee, be adopted. Mr. C. P. Dias seconded.—Carried.

13. The following documents were laid on the table :—

- (1) The quarterly report of the Medical Officer of Health for the 4th quarter, 1925.
- (2) Statements of Receipts and Disbursements from January 1 to February 28, 1926, and Progress Reports showing expenditure for February, 1926.
- (3) Weekly statements *re* Plague.
- (4) Attendance Return of Committees of the Municipal Council for 1926.
- (5) C. L. I. Band Programme for April, 1926.
- (6) Return of average daily supply and consumption of water for February, 1926.
- (7) The Municipal Engineer's report for February, 1926, on the condition of Tramway routes.
- (8) Diaries of the following Officers for the month of March, 1926, with a statement of out-door work done :—
  - Municipal Engineer's Department* :—The Municipal Engineer, the Works Engineer, the Drainage Engineer, the Assistant Drainage Engineer, the Engineer Roads, the Engineer Buildings, the Engineer Sanitation, the Engineer Mechanical, the Engineer House Drainage, and Maintenance Inspectors (two).
  - Waterworks Department* :—The Waterworks Engineer, the Chief Assistant Waterworks Engineer. The Assistant Engineer was on leave.
  - Public Health Department* :—The Medical Officer of Health, the Chief Assistant Medical Officer of Health, 2nd Assistant to the Medical Officer of Health, 3rd Assistant to the Medical Officer of Health, the Assistant Medical Officer of Health in charge of Child Welfare, and the City Microbiologist.
  - Veterinary Department* :—Veterinary Surgeon and Veterinary Inspectors (four).
  - Municipal Treasurer's Department* :—The Municipal Treasurer, the Assistant Municipal Treasurer, and Revenue Inspectors (twelve).
  - Municipal Assessor's Department* :—The Municipal Assessor and the Assistant Municipal Assessor.
- (9) Monthly report of work done by the following officers for :—
  - (a) The month of February, 1926 :—The Works Engineer, the Drainage Engineer, the Engineer Mechanical, the Engineer Roads, the Engineer Buildings, and the Engineer Sanitation.
  - (b) The month of March, 1926 :—The City Analyst and the City Microbiologist.

Confirmed on May 5, 1926.

H. E. NEWNAM,  
Chairman, Municipal Council, and Mayor of Colombo.

H. E. NEWNAM,  
Chairman, Municipal Council, and Mayor of Colombo.

**ANNEXURE A.****CATTLE MART DAIRY.***Rules.*

*Definitions.*—The term "Municipal Dairy" shall mean and include the Cattle Quarantine Station and the Cattle Mart. The term "Superintendent of the Municipal Dairy" shall mean the Officer appointed by the Chairman, Municipal Council, for the purposes of these rules.

1. No person other than a dairyman or a milk vendor registered under Ordinance 1 of 1896 shall remove milk from the Municipal Dairy. (*Vide Gazette* No. 7,490 of October 9, 1925).
2. No person other than a registered dairyman or milk vendor shall engage in the milking of cattle or the handling of milk vessels within the Municipal Dairy.
3. No person shall be registered as a dairyman or milk vendor unless he has been passed by the City Microbiologist as free from infectious, contagious or loathsome disease.
4. No person shall engage in the milking of cattle or the handling of milk vessels unless his person and clothing are clean.
5. No milking of cattle within the Municipal Dairy shall be done except at such times and in such places as shall be directed by the Superintendent of the Dairy.
6. No milk vessels, except such as are approved by the Superintendent of the Dairy, shall be kept or used within the Dairy.
7. All milk drawn within the Municipal Dairy shall be taken direct from the milking place to the milk room within the dairy, and shall be there strained and measured in the presence of the Superintendent or some officer under the Superintendent.
8. A record on the form annexed shall be kept of all milk received into and removed from the milk room.
9. No cream shall be removed from, nor shall any water or other adulterant be added to any milk within the Dairy.

10. No vessel which is not scrupulously clean shall be used for the reception, or storage, or transport of milk within or from the Municipal Dairy.

11. All milk vessels which have been used for the reception, storage, or transport of milk shall immediately thereafter be thoroughly cleansed in the place provided for the purpose.

12. All milk vessels, while not in use for the reception, storage, or transport of milk shall be kept in the room provided for that purpose.

13. Every registered dairyman and milk vendor within the Municipal Dairy shall be provided with a card, on which shall be recorded the address of the Dairy, the date of registration, and the name of the dairyman or milk vendor.

14. No person other than the person named in such card shall make use of, or have in his possession, any such card.

15. No registered dairymen or milk vendor shall remove milk from the milk-room or from the dairy premises, unless he has obtained a pass from the Superintendent of the Dairy. Every such pass shall record the address of the dairy, the registration number of the dairyman or milk vendor, the quantity of milk to be removed, and the date and hour of removal.

16. All lawful orders of the Superintendent of the Dairy shall be obeyed by every registered dairyman or milk vendor within the Dairy.

17. Every person who commits a breach of any of these rules shall be guilty of an offence, and shall be liable to a fine not exceeding Rs. 10 for each offence. Subject to the approval of the Chairman, he shall also be liable to cancellation of his registration and expulsion from the Dairy.

#### Summary of Revenue and Expenditure from January 1 to March 31, 1926.

HEAD OF REVENUE.	Estimated Revenue for 1926, as per Budget.		Revenue from January 1 to February 28, 1926.		Revenue for March, 1926.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
	A.—Taxes ..	190,250	0	113,041	30	30,244	75	143,286
B.—Licences ..	220,450	0	60,958	0	10,374	0	71,332	0
C.—Judicial fines ..	70,000	0	11,553	2	6,217	25	17,770	27
D.—Tolls ..	141,000	0	2,165	76	956	32	3,122	8
E.—Markets ..	130,500	0	22,142	73	11,811	50	33,954	23
F.—Slaughter-house ..	56,000	0	10,998	25	5,743	71	16,741	96
G.—Conservancy ..	12,000	0	1,859	20	1,133	85	2,993	5
H.—Cattle Mart and Quarantine Station ..	57,500	0	12,382	19	5,990	18	18,372	37
I.—Consolidated rate ..	3,260,000	0	746,802	57	286,909	1	1,033,711	58
K.—Water ..	711,000	0	167,859	45	51,405	24	219,264	69
L.—Rents ..	76,950	0	13,814	47	8,436	83	22,251	30
M.—Miscellaneous ..	534,069	0	32,415	2	39,057	25	71,472	27
<b>Total</b> ..	<b>5,459,719</b>	<b>0</b>	<b>1,195,991</b>	<b>96</b>	<b>458,279</b>	<b>89</b>	<b>1,654,271</b>	<b>85</b>

HEAD OF EXPENDITURE.	Estimated Expenditure for 1926, including Supplementary Votes and unspent Balances at December 31, 1925, brought forward.		Expenditure from January 1 to February 28, 1926.		Expenditure for March, 1926.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
	A.—Non-effective charges ..	834,688	0	17,711	19	33,459	67	51,170
B.—Chairman ..	27,814	0	4,833	33	2,300	0	7,113	33
C.—Secretariat ..	126,607	0	20,504	9	5,733	58	26,237	67
D.—Treasurer's Department ..	282,476	0	49,266	6	19,375	43	68,641	49
E.—Veterinary Department ..	168,790	0	16,413	62	13,231	17	29,644	79
F.—Municipal Court ..	29,092	0	4,830	0	2,339	52	7,169	52
G.—Fire Brigade and Ambulances ..	81,731	0	7,625	59	9,460	45	17,086	4
H.—Public Health Department ..	480,948	0	56,976	86	34,237	73	91,214	59
I.—Engineer's Department ..	4,511,304	62	578,059	6	453,076	70	1,031,135	76
K.—Waterworks Department ..	386,665	44	53,315	60	26,620	99	79,936	59
L.—Assessing Department ..	107,021	93	15,645	18	8,293	37	23,938	55
M.—Public Library ..	14,013	0	1,996	73	1,102	0	3,098	73
<b>Excess of revenue over expenditure carried to Balance Sheet</b> ..							<b>1,436,387</b>	<b>92</b>
							<b>217,883</b>	<b>93</b>
<b>Total</b> ..	<b>7,052,150</b>	<b>99</b>	<b>827,157</b>	<b>31</b>	<b>609,230</b>	<b>61</b>	<b>1,654,271</b>	<b>85</b>



## Balance Sheet, March 31, 1926.

LIABILITIES.				ASSETS.			
Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Loans outstanding :—				1. Capital expenditure :—			
(a) Government of Ceylon, duplication of 30-inch water main, &c. ..	3,000,000	0		(a) Duplication of 30-inch water main, and filtration works ..	3,460,783	64	
Less redemption of loan ..	131,041	73		(b) Colombo Drainage Works :—			
			2,868,958	(1) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12	
(b) Government of Ceylon, Colombo Drainage Works ..	11,072,980	0		(2) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 ..	570,950	25	
Less redemption of loan ..	483,674	17		(3) Public lavatories and house connections ..	662,416	78	
			10,589,305	(c) Raising of Labugama reservoir dam ..	319,293	76	
2. Grant in aid :—				(d) Town Hall at Victoria park ..	927,036	20	
Government of Ceylon, Colombo Drainage Works ..	—		7,100,000				23,771,044
3. Sinking Fund Suspense Account :—				2. Amounts advanced to Municipal Council officials for purchase of vehicles ..	—		5,427
(a) Waterworks loan ..	131,041	73					
(b) Colombo Drainage Works loan ..	483,674	17		3. Advance accounts :—			
			614,715	(a) Miscellaneous ..	18,995	43	
4. Permanent works executed out of revenue :—				(b) Municipal quarries ..	11,461	97	
(a) Waterworks ..	460,783	64		(c) Advances on works pending recovery ..	26,233	16	
(b) Colombo Drainage Works (extensions to scheme) ..	398,021	1					56,690
			858,804	(d) Less credit balance on making articles for stock ..	2,213	88	
5. Amount received on realization of sinking funds and interest thereon ..	—		2,092,514				54,476
6. War Memorial Fund balance towards Child Welfare Centre ..	—		88,441	4. Expenditure on laying water mains in private streets ..	97,353	92	
7. Deposits :—				Less recoveries from land-owners ..	59,786	0	
(a) Pending execution of works ..	48,953	64					37,567
(b) Miscellaneous ..	33,078	34		5. Expenditure on aided house drainage ..	70,811	41	
			82,031	Less recoveries from owners ..	20,700	73	
8. Securities :—							50,110
(a) Tenders ..	50	0		6. Stores on hand :—			
(b) Contractors ..	10,246	0		(a) General ..	830,344	60	
(c) Municipal Council officials ..	7,898	4		(b) Waterworks ..	6,806	57	
(d) Miscellaneous ..	64,971	54					823,538
(e) Public Library ..	680	0		7. Returned cheques, &c. ..	—		558
			83,845	8. Cash :—			
9. Suspense account ..	—		3,264	(a) At Bank on current account ..	100,957	34	
10. Receipts in advance ..	—		9,015	(b) On fixed deposit account ..	1,594,607	97	
11. Excess of assets over liabilities :—							
(a) Brought forward from 1925 ..	1,831,623	32		(c) In hand :—			
(b) Excess of revenue over expenditure up to March 31, 1926, as per summary of revenue and expenditure ..	217,883	93		(1) With shroff, Municipal Council ..	1,850	0	
			2,049,507	(2) With Municipal Council officials ..	265	0	
Total ..	—		26,440,403				1,697,680
				Total ..	—		26,440,403

The Town Hall,  
Colombo, April 22, 1926.

G. H. N. SAUNDERS,  
Municipal Treasurer.

## Statement of Receipts and Payments on Current Capital Works.

HEAD OF RECEIPT.	Receipts to December 31, 1925.		Receipts to March 31, 1926.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works :—						
(a) Loan funds ..	3,000,000	0	—		3,000,000	0
(b) Revenue contributions ..	457,026	12	3,757	52	460,783	64
2. Colombo Drainage Works :—						
(a) Loan funds ..	11,072,980	0	—		11,072,980	0
(b) Grant in aid ..	7,100,000	0	—		7,100,000	0
(c) Revenue contributions ..	361,765	88	36,255	13	398,021	1
3. Amount received on realization of sinking funds and interest thereon* ..	2,089,362	18	3,152	3	2,092,514	21
Total ..	24,081,134	18	43,164	68	24,124,298	86

\* From this amount will be met : (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid and revenue contributions ; (2) Raising of Labugama reservoir dam ; (3) Construction of Town Hall at Victoria park.

HEAD OF PAYMENT.	Estimate.		Payments to December 31, 1925.		Payments to March 31, 1926.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works ..	3,460,783	64	3,457,026	12	3,757	52	3,460,783	64
2. Colombo Drainage Works:—								
(a) Works carried out by Resident Engineer as per modified scheme ..	17,830,564	12	17,830,64	12	—	—	17,830,564	12
(b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922 ..	570,950	25	540,742	99	30,207	26	570,950	25
(c) Public lavatories and house connections ..	663,606	62	657,375	34	5,041	44	662,416	78
3. Raising of Labugama reservoir dam ..	319,293	76	319,293	76	—	—	319,293	76
4. Town Hall at Victoria park ..	1,335,791	46	837,857	74	59,178	46	927,036	20
							23,771,044	75
Balance unspent ..	—	—	—	—	—	—	353,254	11
<b>Total ..</b>	<b>24,180,989</b>	<b>85</b>	<b>23,672,860</b>	<b>7</b>	<b>98,184</b>	<b>68</b>	<b>24,124,298</b>	<b>86</b>

The Town Hall,  
Colombo, April 22, 1926.

G. H. N. SAUNDERS,  
Municipal Treasurer.

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

May 18, 1926.

G. H. N. SAUNDERS,  
Municipal Treasurer.

SCHEDULE.

Date and Place of Sale : June 1, 1926, at the Municipal Council Stores, Darley road, Maradana.

Barber street.

Premises No.	Quarter and Year.	Property Seized.	Time of Sale.
766/87 ..	3rd and 4th quarters, 1925 ..	1 dining table, (3 pieces), 1 toilet table with mirror, 2 chairs, 1 iron single bed, 1 spring frame of bed, 2 folding iron chairs, 1 small table, 1 gipsey table ..	8.30 A.M.
		Alutmarawata.	
2954/320 (2) ..	3rd quarter, 1925 (balance) and 4th quarter, 1925 ..	2 whatnots ..	8.30 A.M.

Kelani River Pollution.

HUBERT ERNEST NEWNHAM, Chairman of the Municipal Council, being the proper authority under Regulation No. 1 of the regulations under Section 4 of the Quarantine and Prevention of Diseases Ordinance, 1897, published in the *Gazette* of August 28, 1925, do hereby declare to be infected with disease that portion of the Kelani river, lying between its junction with the San Sebastian Canal and a point one mile to the north thereof. Bathing in, and washing clothes or animals in, or using the water in this area is prohibited.

The Town Hall,  
Colombo, May 17, 1926.

H. E. NEWNHAM,  
Chairman, Municipal Council,  
and Mayor of Colombo.

LOCAL BOARD NOTICES.

Notice of Sale, Local Board, Moratuwa.

AN iron safe with double doors and drawers will be sold by public auction at the Moratuwa Local Board Office on Tuesday, the 28th instant, at 10.30 A.M.

By order, J. H. A. MENDIS,  
Secretary, Local Board, Moratuwa.

Election of Unofficial Member, Local Board of Health and Improvement, Batticaloa.

NOTICE is hereby given that an election under section 13 of Ordinance No. 13 of 1892 of an Unofficial Member of the Local Board of Health and Improvement for the division of Puliyantivu of the town of Batticaloa for the years 1926 and 1927, in order to fill up the vacancy caused by the

death of Mr. L. F. Tisseverasinghe, will be held at the Batticaloa Kachcheri. Candidates must be qualified under section 6 of the above-mentioned Ordinance, and section 8 (6) of the Local Boards (Amendment) Ordinance, No. 27 of 1916, and nominated in writing. Nomination papers must be subscribed by at least two persons whose names appear in the list of persons entitled to vote for the above-said division, and must be delivered at the Office of the Local Board of Batticaloa, on or before 1 P.M., on June 18, 1926, which day is hereby fixed for that purpose. If more than one candidate is nominated a poll will be taken on June 30, 1926.

The poll will open at 1 P.M. and close at 5 P.M.

Batticaloa Kachcheri,  
May 15, 1926.

C. V. BRAYNE,  
Government Agent.

## ROAD COMMITTEE NOTICES.

**Maskeliya-Crudon Branch Road.**

(Urgent Repairs to Bridge).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for urgent repairs to bridge No. 1 on the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 890, sanctioned on March 16, 1926.)

Government moiety	Rs. 240·00
Private contributions	Rs. 242·40

Total acreage, 4,171—Rate per acre, ·05811c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Sir Thomas Lipton	.. Bunyan	.. 298	.. 17 32
Do.	.. Ovoca	.. 255	.. 14 82
G. B. de Mowbray	.. Dotale	.. 108	.. 6 28
Bois Bros. & Co.	.. Queensland	.. 281	.. 16 33
Whittall & Co.	.. Bloomfield	.. 262	.. 15 23
Do.	.. Mottingham	.. 258	.. 14 99
A. P. Juckes	.. Dunnottar	.. 187	.. 10 87
Colombo Commercial Co., Ltd.	.. Emelina	.. 205	.. 11 91
Whittall & Co.	.. Brunswick	.. 256	.. 14 88
Do.	.. Caskieben	.. 206	.. 11 97
J. M. Robertson & Co.	.. Midlothian	.. 244	.. 14 18
Do.	.. Mocha	.. 588	.. 34 17
Do.	.. Deeside	.. 441	.. 25 63
Geo. Steuart & Co.	.. Glenugie	.. 377	.. 21 91
Do.	.. Bargrove	.. 205	.. 11 91
Total			.. 242 40

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

W. L. KNDERSLEY,

Provincial Road Committee's Office,  
Kandy, May 17, 1926. Chairman.

**Deniyaya-Hayes Branch Road, 1925-1926.**

HEREBY give notice that a Meeting of the Local Committee will be held at Hayes Bungalow at 9 A.M. on Monday, June 7, 1926, to determine the assessment of the estates concerned, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

M. S. FURLONG,

Deniyaya, May 11, 1926. Chairman, Local Committee.

**Election of Member, District Road Committee, Batticaloa.**

NOTICE is hereby given that under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of Burgher Member of the District Committee, of Batticaloa for the remaining period of 1926, and for the year 1927, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Eastern Province, at least ten days before the day of election. The election will be held on Monday, June 7, 1926, at 2 P.M., at the Batticaloa Kachcheri.

D. B. SENEVIRATNE,

Provincial Road Committee's Office,  
Batticaloa, May 14, 1926. Secretary.

**Prohibition of Motor Omnibus on certain Roads in Batticaloa.**

THE Provincial Road Committee, Eastern Province, Batticaloa, give notice to the general public that they will apply to His Excellency the Governor after three weeks from this date to pass a by-law prohibiting the use of motor omnibus on any of the roads specified in the schedule below.

2. Any person who has representation to make against it should do so in writing to me on or before June 9, 1926.

C. V. BRAYNE,

Provincial Road Committee Office,  
Batticaloa, May 15, 1926. Chairman.

## SCHEDULE.

1. Sittandy to Morakoddanchenai.
2. Valaravu ferry to Urani main road.
3. Cemetery road to Timilitivu ferry.
4. Cemetery road causeway to Veechimalmunai.
5. Manmunai Point to 5th milestone south coast road.
6. Kurukaladam main road to Ampilanturai ferry and on to Mavadimunnari.
7. Kalutavalai to lake.
8. Kaluvangy main road to sea.
9. Paddiruppu main road to ferry.
10. Paddiruppu to Kurumanvely.
11. Naipoddimunai to sea via Pandiruppu.
12. Saintamarutu road.
13. Saintamarutu boundary road.
14. Karativu and Temple road.
15. Nintavur road.
16. Oluvil road.
17. Addalaichchenai road.
18. Karunkodditivu main road to mosque.
19. Pullumalai-Tempitiye road.
20. Chadayantalawa to Uhane.

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

**Auctioneer and Broker.**

NOTICE is hereby published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922, that the under-mentioned person has been licensed to carry on the trade or business of Auctioneer and Broker, within the limits of the Urban District Council area of Ratnapura, during the year 1926:—

Mr. R. Muthiah Retty.

Urban District Council Office,  
Ratnapura, May 17, 1926.

T. WALLOPPILLAI,  
Chairman.

## TRADE MARKS NOTICES.

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

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

Trade Mark No.	Gazette No.	Date of Gazette.	Proprietors.	Class.
3,348	7,455	April 9, 1925	Edward Reginald Giriagama, trading as "Raidum Soap Manufacturing Co."	47
3,493	7,511	February 5, 1926	John Dewar & Sons, Limited	43
3,485	7,512	February 12, 1926	M. Popatlal & Co.	42
3,492	7,512	February 12, 1926	Adam Hajie Vallie Mohamed, Vallie Mohamed Abdul Rahiman, Abdul Yakooob, Malayak Nayir Mohamed, Hajie Alaudeen, Abdul Rahaman Bawa, all carrying on business under the name, style, and firm of "Adam Hajie Vallie Mohamed & Co."	24
3,497	7,512	February 12, 1926	C. S. Antony, trading as "C. S. Antony & Co."	42
3,503	7,512	February 12, 1926	Henry Gardner & Co., Limited	4
3,506	7,513	February 19, 1926	Winfried Freudenberg, Siegmund Freudenberg, Heinrich Gauger, and Ernest Albert Otto Wild, trading as "Freudenberg & Co."	39
3,505	7,514	February 26, 1926	Don Diyonis Jayasuriya	47

### Change of Name of registered Proprietor.

1,172	6,379	May 19, 1910	Badische Anilin & Soda Fabrik <i>name altered to J. G. Farbenindustrie Aktiengesellschaft</i>	1
1,406	6,548	February 14, 1913	do.	1
1,407	6,548	February 14, 1913	do.	1

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

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

1,353	6,515	August 2, 1912	Pastilval, Limited, 15, Great St. Andrew street, London W. C. 2, England, Manufacturing Chemists; <i>Henry Cannone</i>	3
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### Trade Marks renewed during the Month of April, 1926.

215	5,558	June 17, 1898	Erasmic Co., Limited	47 & 48
216	5,558	June 17, 1898	Joseph Crosfield & Sons, Ltd.	47
1,313	6,500	April 26, 1912	C. E. Fulford, Limited	3 & 48
1,314	6,500	April 26, 1912	do.	3
1,330	6,507	June 7, 1912	do.	3 & 48
1,331	6,507	June 7, 1912	do.	3
1,338	6,509	June 21, 1912	Joseph Crosfield & Sons, Ltd.	47 & 48
1,339	6,509	June 21, 1912	do.	47 & 48
1,352	6,515	August 2, 1912	Tootal Broadhurst Lee Co., Ltd.	24 & 25
1,357	6,516	August 9, 1912	Johann Maria Farina	48
1,483	6,571	July 11, 1913	W. M. Hassim	50
1,484	6,571	July 11, 1913	do.	50

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

195	5,551	May 20, 1898	Gilliat Edward Hatfeild, trading as "Taddy & Co.," and also as "James Taddy & Co."	45
196	5,551	May 20, 1898	do.	45
197	5,551	May 20, 1898	do.	45
198	5,551	May 20, 1898	do.	45
199	5,551	May 20, 1898	do.	45
200	5,551	May 20, 1898	do.	45
201	5,551	May 20, 1898	do.	45
202	5,551	May 20, 1898	do.	45
203	5,551	May 20, 1898	do.	45
204	5,551	May 20, 1898	do.	45
207	5,551	May 20, 1898	Safveans Aktie Bolag	50
210	5,551	May 20, 1898	Henry Makin Rowbotham	42
1,309	6,497	April 4, 1912	R. G. Shaw & Co.	47
1,317	6,501	May 3, 1912	A. Wulfing & Co., m. b. H.	42

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

187	5,531	February 4, 1898	Joseph Clement Pimanda	44
1,286	6,484	January 12, 1912	Custodian of Enemy Property	42
1,474	6,484	January 12, 1912	do.	42
1,237	6,485	January 19, 1912	C. J. Van Houten & Zoon	42
1,302	6,495	March 22, 1912	Metallurgique, Ltd.	22
1,375	6,532	November 15, 1912	C. B. Riker	3
1,305	6,496	March 29, 1912	The Premier Cycle Co., Ltd.	6 & 22

Registrar-General's Office,  
Colombo, May 19, 1926.

A. W. SEYMOUR,  
Registrar-General.

*Ro 4/-*  
 IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- 3,891*
- (1) Trade Mark No. 3,891.
  - (2) Date of Receipt: April 8, 1926.
  - (3) Applicant (Proprietor of the Trade Mark): EBRAHIM CASSUM, carrying on business under the name, firm, and style of "EBRAHIM CASSUM & COMPANY," 185, Chuckerla street, Bombay; Bedstead and Glassware Merchants.
  - (4) Address for service in the Island: van Cuylenberg & de Witt, No. 12, Gaffoor buildings, Fort, Colombo.
  - (5) Class: Forty-one.
  - (6) Goods: Chairs, manufactured or imported.
  - (7) Representation of the Trade Mark:

**WELCOME**

Registrar-General's Office,  
Colombo, May 5, 1926.

A. W. SEYMOUR,  
Registrar-General.

*Ro 8/-*  
 IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,550.
- (2) Date of Receipt: April 9, 1926.
- (3) Applicant (Proprietor of the Trade Mark): JESSIE GRAY SHEPHERD, THOMAS DUNCAN SHEPHERD, DUNCAN LAUDER SHEPHERD, HENRY HERD DENNIS, and HAROLD BUTLER, trading as "T. D. SHEPHERD & CO.," and also as "A. C. MEUKOW & CO.," 24, Rue de Segonzac, Cognac, France; Merchants.
- (4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Class: Forty-three.
- (6) Goods: Wines and spirits.
- (7) Representation of the Trade Mark:



The essential particular of the Trade Mark is the device.

*Ro 10/-*  
 This Trade Mark was in use by the applicants and their predecessors in business A. C. MEUKOW & CO. in respect of Brandy for 27 years prior to December 21, 1888. It was not in use by the applicants in respect of the other goods included in the specification prior to December 21, 1888.

Registrar-General's Office,  
Colombo, May 19, 1926.

A. W. SEYMOUR,  
Registrar-General.

*Ro 10/-*  
 IN compliance with the provisions of "The Trade Marks Ordinance, 1888," and the "Trade Marks Rules, 1906," the following application for registration of a Trade Mark is advertised:—

- (1) Trade Mark No. 3,549.
- (2) Date of Receipt: April 9, 1926.
- (3) Applicant (Proprietor of the Trade Mark): JESSIE GRAY SHEPHERD, THOMAS DUNCAN SHEPHERD, DUNCAN LAUDER SHEPHERD, HENRY HERD DENNIS, and HAROLD BUTLER, trading as "T. D. SHEPHERD & CO.," and also as "A. C. MEUKOW & CO.," 24, Rue de Segonzac, Cognac, France; Merchants.
- (4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Class: Forty-three.
- (6) Goods: Wines and spirits.
- (7) Representation of the Trade Mark:



This Trade Mark was in use by the applicants and their predecessors in business A. C. MEUKOW & CO. in respect of Brandy for 27 years prior to December 21, 1888. It was not in use by the applicants in respect of the other goods included in the specification prior to December 21, 1888.

Registrar-General's Office,  
Colombo, May 19, 1926.

A. W. SEYMOUR,  
Registrar-General.