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PART I.—GENERAL.

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

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COLOMBO :

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PROCLAMATION BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS by a Proclamation dated April 20, 1917, issued under section 35 (1) of "The Volunteer Ordinance, 1910," as amended by "The Volunteer (Amendment) Ordinance, No. 42 of 1916," now jointly styled "The Defence Force Ordinance, 1910," His Excellency the Governor fixed April 30, 1917, as the date from which the period specified in the said section shall begin to run:

And whereas it is expedient to revoke the said Proclamation:

Now know Ye that We, the Governor, do hereby revoke the said Proclamation of April 20, 1917, as and from the date hereof.

Colombo, May 30, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 208 of 1926.

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

The Hon. Mr. Justice GARVIN to act as Chief Justice of the Island of Ceylon, with effect from May 27, 1926, until further orders.

The Hon. Mr. Justice MAARTENSZ to act as a Puisne Justice of the Supreme Court of the Island of Ceylon, with effect from May 27, 1926, until further orders.

Mr. H. E. BEVEN to act in the office of Registrar-General of Lands and of Marriages, Births, and Deaths; Visitor of the Lunatic Asylum; and Registrar of Joint Stock Companies under the Joint Stock Companies Ordinance; and to be a Justice of the Peace for the Island, with effect from May 27, 1926, until further orders.

Mr. C. COOMARASWAMY to the office of Deputy Commissioner of Stamps, with effect from May 25, 1926, until further orders.

Mr. C. E. DE VOS to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Galle, during the absence of Mr. J. C. W. ROCK, on June 4, 1926, or until the resumption of duties by that officer.

The Hon. Mr. A. H. E. MOLAMURE to act as District Judge, Commissioner of Requests, and Police Magistrate, Ratnapura, during the absence of Mr. H. E. JANSZ, from

May 30, 1926, to June 6, 1926, inclusive, or until the resumption of duties by that officer.

Mr. AELIAN ONDAATJE to act as Additional District Judge, Kegalla, on June 8, 1926.

Mr. M. H. JAYATILLEKE to act as Commissioner of Requests and Police Magistrate, Panadure, during the absence of Mr. R. ALUWIHARE, from June 12 to 22, 1926, inclusive, or until the resumption of duties by that officer.

Mr. L. V. B. DE JACOLYN to act as Commissioner of Requests and Police Magistrate, Avissawella, during the absence of Mr. K. VAITHIANATHAN, from May 29 to 31, 1926, inclusive, or until the resumption of duties by that officer.

Mr. N. DE ALWIS to act as Commissioner of Requests and Police Magistrate, Balapitiya, during the absence of Mr. A. G. RANASINHA, from June 3 to 6, 1926, inclusive, or until further orders.

Mr. J. ALOYSIUS FERNANDO to act as Additional Commissioner of Requests and Police Magistrate, Kalutara, on June 5 and 12, 1926.

Mr. L. A. NORTHCROFT to act, in addition to his own duties, as Additional Commissioner of Requests, Point Pedro, on June 5, 1926.

Mr. T. B. PANABOKKE to act as Additional Police Magistrate, Gampola and Nuwara Eliya-Hatton, on June 4, 1926.

CODE FOR ASSISTED ENGLISH SCHOOLS.

THE following amendments to the Code of Regulations for Assisted English Schools, which have been approved by the Board of Education, are hereby published for general information in accordance with section 10 (2) of Ordinance No. 1 of 1920.

Colonial Secretary's Office,
Colombo, May 29, 1926.

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

AMENDMENTS REFERRED TO.

Recognition and Registration of Schools.—In the amendments relating to *Recognition and Registration* published in *Gazette* No. 7,515 of March 5, 1926, add the following sub-section:—

12 (e) *Management.*—(i.) For the purposes of this sub-clause the Local Manager as defined in section 16 of Ordinance No. 1 of 1920 shall be referred to as "Manager"; and where the Manager is in charge of a group of schools, he shall be referred to as "General Manager."

(ii.) Assisted schools are administered by Managers whose duties are—

- (a) To see that the requirements of the Code are carried out in the school or schools for which they are responsible;
- (b) To correspond with the Department. In the case of a group of schools in respect of which the head or governing body has appointed a General Manager, he shall be the correspondent with the Department;
- (c) To furnish all returns that may be required by the Director of Education or Chairmen of Education District Committees.

(iii.) No school which is not under the control of a recognized society or trust shall be registered except in exceptional circumstances, when the Manager will be required to furnish substantial security for the maintenance of the school for a period of not less than three years.

(iv.) The names of Managers of all schools will be gazetted.

(v.) The Manager or Proprietor of any school shall not receive any personal profit or emolument therefrom.

(vi.) A Manager may authorize certain persons to sign letters on his behalf and to carry on correspondence with the Department. These persons shall be known as "Correspondents."

Clause 63.—For the last four lines beginning "on application" to the end of the clause, substitute "on appointment to the staff of a school be registered as Provisionally Certificated Teachers until such time as they pass the Teachers' Certificate Examination."

Clause 64.—Insert as second paragraph "Students who have completed a two-year course at the Gampaha Training School will, on passing the final examination, be awarded a certificate which shall rank as equivalent to the above Third Class Certificate."

Clause 67.—Delete.

Clause 68.—Add: This certificate will also be awarded to Second Class Certificated Teachers under clause 66 who have completed a one-year course at the Government Training College or at any other Training College in Ceylon recognized by Government for the purpose, and who have passed the prescribed examination at the end of the course.

Clauses 66 and 69.—Delete the words "or in another school under the same management."

CODE FOR ASSISTED VERNACULAR AND ANGLO-VERNACULAR SCHOOLS.

THE following amendments to the Code of Regulations for Assisted Vernacular and Anglo-Vernacular Schools, which have been approved by the Board of Education, are hereby published for general information in accordance with section 10 (2) of Ordinance No. 1 of 1920.

Colonial Secretary's Office,
Colombo, May 29, 1926.

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

AMENDMENTS REFERRED TO.

Recognition and Registration of Schools.—In the amendments relating to *Recognition and Registration* published in *Gazette* No. 7,515 of March 5, 1926, add the following sub-section:—

12 (e) *Management.*—(i.) For the purposes of this sub-clause the Local Manager as defined in section 16 of Ordinance No. 1 of 1920 shall be referred to as "Manager"; and where the Manager is in charge of a group of schools, he shall be referred to as "General Manager."

(ii.) Assisted schools are administered by Managers whose duties are—

- (a) To see that the requirements of the Code are carried out in the school or schools for which they are responsible;
- (b) To correspond with the Department. In the case of a group of schools in respect of which the head or governing body has appointed a General Manager, he shall be the correspondent with the Department;
- (c) To furnish all returns that may be required by the Director of Education or Chairmen of Education District Committees.

(iii.) No school which is not under the control of a recognized society or trust shall be registered except in exceptional circumstances, when the Manager will be required to furnish substantial security for the maintenance of the school for a period of not less than three years.

(iv.) The names of Managers of all schools will be gazetted.

(v.) The Manager or Proprietor of any school shall not receive any personal profit or emolument therefrom.

(vi.) A Manager may authorize certain persons to sign letters on his behalf and to carry on correspondence with the Department. These persons shall be known as "Correspondents."

Grants.—In the amendments relating to payment of grants published in *Gazette* No. 7,489 of October 2, 1925, add the following as a second paragraph to section 2:—

The grant paid on account of English teachers in Anglo-Vernacular schools shall be the difference between the approved salaries of these teachers and the Manager's contribution calculated at five-eighths of the fixed contribution towards the salaries in Scale C for English schools.

Teachers' Certificates.—In the amendments relating to *Teachers' Certificates* published in *Gazette* No. 7,515 of March 5, 1926—

Clause 54 (a).—Alter "Government" to "Government or Assisted."

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

Name.	Pensionable Appointment.	Seconded Service.
Mr. V. F. Gunatillake ..	Electrical Inspector, Public Works Department	Electrical Inspector, Galle Electric Lighting Scheme, from June 1, 1926

Colonial Secretary's Office,
Colombo, May 28, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Lease of Land to the Ceylon Hemp and Produce Company, Limited, for Cultivation of Sisal Hemp.

NOTICE is hereby given under Land Sale and Lease Regulation No. 60 that an application has been made to me by the Ceylon Hemp and Produce Company, Limited, for the lease to it without competition of the following allotments of land situated in the villages of Ihalagama, Puliyankulama, and Sangattewa, in Nambade tulana of Eppawala korale of Nuwaragam palata, and Gallewa, in Pahala Kelegam tulana of Kalagam korale north of Kalagam palata, in extent 1,484 acres and 31 perches, to wit:—

No. of Lot.	No. of Plan.	Name of Land.	Village.	Extent.		
				A.	R.	P.
6a ..	391 ..	Ihalagamakele ..	Ihalagama ..	103	0	23
1b ..	392 ..	Puliyankulamemukulana <i>alias</i> Athdanduwehenyaya ..	Puliyankulama ..	120	1	35
1c ..	392 ..	Do. ..	do. ..	75	0	13
1d ..	392 ..	Do. ..	do. ..	185	1	25
1e ..	392 ..	Do. ..	do. ..	120	2	33
4f ..	529 ..	Sangattewemukalana <i>alias</i> Sangattewelandukele ..	Sangattewa ..	121	3	36
4g ..	529 ..	Do. ..	do. ..	495	0	21
3i ..	421 ..	Gallewemukalana <i>alias</i> Gallewehenyaya ..	Gallewa ..	262	1	5
Total ..				1,484	0	31

for cultivation of Sisal Hemp in lieu of the following allotments of land situated in the village of Maha Illuppallama, in Nambade tulana of Eppawala korale of Nuwaragam palata, in extent 1,407 acres and 34 perches, to wit:—

No. of Lot.	No. of L. Plan.	Name of Land.	Village.	Extent.		
				A.	R.	P.
22 ..	2114 ..	Pittumudiyawekele, Medawewekele, Maha Illuppallama-kele, Dickwewemukalana, and Heenparapuwagamakele ..	Maha Illuppallama ..	1,324	0	14
20 ..	2378 ..	Illuppallamakele ..	do. ..	81	2	32
28 ..	2378 ..	Do. ..	do. ..	0	3	4
29 ..	2378 ..	Do. ..	do. ..	0	2	24
Total ..				1,407	0	34

already leased to the Company which the Company propose to surrender to Government.

The exchange is asked for by the Company as the lands they propose to surrender are low lying and are unsuitable for the cultivation of Sisal Hemp for which purpose these lands were leased to them.

The new lease will be on the same terms and conditions as those on which the lease of the lands they propose to surrender is being held by them, viz., for a period of 99 years at an annual rent of 6 per cent. of the appraised value of the land for the first period of 33 years and thereafter at such annual rent as the Government Agent shall fix, the Company also paying to Government in addition to the sum of Rs. 1,650 already paid by them as consideration on the lease they surrender, a further sum of Rs. 184 as consideration on the extent of 76 acres 3 roods and 37 perches which they have applied for in excess of the lease they propose to surrender.

As the Company is already engaged in the growing of Sisal Hemp in an adjoining block of land previously leased to them by Government for this purpose and is thus in an advantageous position to extend the cultivation to this block which they want in exchange for land held by them on lease which is unsuitable for the cultivation of Sisal Hemp, and as the undertaking is of a nature that will add to the commercial prosperity of the Island, it is proposed, unless valid reasons to the contrary are adduced within six weeks of the date of this notice to the undersigned, to grant to the Company a special lease of the land.

By His Excellency's command,

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

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 Stamp Ordinance, on the conditions set out in section 5 aforesaid, sub-sections (1) (c) (ii.), (iii.), and (iv.).

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

COMPANY REFERRED TO.

The Lagos (Ceylon) Rubber Company, Limited.

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

Mr. B. L. DRIEBERG to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Avissawella during the absence of Mr. C. J. A. MARSHALL from the Island.

Mr. GORDON PYPER to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Kandy in place of Mr. C. PERN, resigned.

Mr. A. R. T. GIBBON to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton during the absence of Mr. S. P. BLACKMORE from the Island.

Captain J. A. THOMPSON to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Matara during the absence of Mr. C. B. COLLISON from the Island.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 4, 1926. Colonial Secretary.

No. 209 of 1926.

IT 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, 1898," and with the advice of the Executive Council, has been pleased to cancel and annul, as from and after June 2, 1926, the appointment of Mr. A. WOODSON as a Director of the Widows' and Orphans' Pension Fund.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 2, 1926. Colonial Secretary.

No. 210 of 1926.

IT 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, 1898," and with the advice of the Executive Council, has been pleased to appoint Mr. W. J. THORNHILL, being a public officer, to be a Director of the Widows' and Orphans'

Pension Fund, as from and after June 2, 1926, in place of Mr. A. WOODSON, whose appointment as a Director has been cancelled.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 2, 1926. Colonial Secretary.

No. 211 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 4 (5) of Ordinance No. 37 of 1921, to appoint Mr. ALLEN COOMBE to be a Member of the Estates Products Committee of the Board of Agriculture, *vice* Mr. D. S. CAMERON, resigned.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, May 31, 1926. Colonial Secretary.

No. 212 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 11 (2) of Ordinance No. 11 of 1920, to nominate Mr. J. A. MORAES, District Engineer, Chilaw, to be a Member of the Chilaw Urban District Council, in place of Mr. H. E. E. KOCH.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, May 31, 1926. Colonial Secretary.

No. 213 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments in the Ceylon Cadet Battalion:—

To be Honorary Second-Lieutenants.

CUDA BANDA RAMBUKPOTA.
EGODAGE RICHARD DE SILVA.
EDWARD WALTER PERERA SUNDERASEKERA SAMARA-SINGHE.
BENJAMIN ERNEST WILLIAMS JEHORATNAM.
VICTOR CANAGASABAI CANAGARETNAM.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, May 28, 1926. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

IT is hereby notified that I have appointed MUDALIYAR ARTHUR LEE DASSENAIKE as Registrar of Marriages (General) of Udugaha pattu of Hapitigam korale division, in the Colombo District of the Western Province, with effect from June 1, 1926, *vice* MUDALIYAR LOUIS ARTHUR DASSENAIKE, resigned. His office will be at "Leelands" alias Kahatagahakurunduwatta in Mūgurugampola-Handurumulla.

Registrar-General's Office,
Colombo, May 27, 1926.

H. E. BEVEN,
Registrar-General.

IT is hereby notified that I have appointed TIKIR BANDA WEERASEKERA as Deputy Medical Registrar of Births and Deaths of Kalutara town division, in the Kalutara District of the Western Province, with effect from May 29, 1926, *vice* DINGIRI BANDA WEERASEKERA, transferred. His office will be at the Civil Hospital, Kalutara.

Registrar-General's Office,
Colombo, May 28, 1926.

H. E. BEVEN,
Registrar-General.

IT is hereby notified that I have appointed DON JUWANIS BASNAYAKA (provisionally) as Registrar of Births and Deaths of Kumbuke division, and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, with effect from June 1, 1926, *vice* DON PROLIS DASSANAYAKE, deceased. His office will be at Wattagewatta in Palannoruwa.

Registrar-General's Office,
Colombo, May 28, 1926.

H. E. BEVEN,
Registrar-General.

IT is hereby notified that I have appointed ABAYAKOON MUDIYANSELAGE MADDUMA BANDA to act as Registrar of Births and Deaths, and of Marriages (Kandyan and General) of Udapalata No. 2 division, in the Kandy District of the Central Province, for thirty days, with effect from June 15, 1926, *vice* KANGARA MUDIYANSELAGE KIRI BANDA, on leave. His office will be at Galewatta in Ulapane.

Registrar-General's Office,
Colombo, June 1, 1926.

H. E. BEVEN,
Registrar-General.

IT is hereby notified that the acting appointment of DON DAVID WIJESINGHA 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, published in the *Government Gazette* No. 7,526 of May 21, 1926, has since been cancelled.

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

H. E. BEVEN,
Registrar-General.

IT is hereby notified that the acting appointment of SANTIYAPILLAI ANTONPILLAI as Registrar of Marriages (General) of Vadamardchi division, in the Jaffna District of the Northern Province, notified in the *Government Gazette* No. 7,521 of April 16, 1926, has since been cancelled.

Registrar-General's Office,
Colombo, May 27, 1926.

H. E. BEVEN,
Registrar-General.

IT is hereby notified that I have appointed MALMIWALA WALAUWE SRI NARAYANA RATNAYAKE HERATH MUDIYANSELAGE RAN BANDA MALMIWALA (provisionally) as Registrar of Births and Deaths of Madure korale division, and of Marriages (Kandyan and General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, with effect from June 5, 1926, *vice* RATNAYAKE MUDIYANSELAGE KIRI BANDA RATNAYAKE, resigned. His office will be at Malmiwala.

Registrar-General's Office,
Colombo, June 1, 1926.

H. E. BEVEN,
Registrar-General.

IT is hereby notified that I have appointed DAMUNUPOLA APPUHAMILAGE DON JINADASA JAYAWARDENA as Deputy Medical Registrar of Births and Deaths of Kegalla town within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, with effect from June 1, 1926, *vice* Deputy Registrar, TIKIRI BANDA WEERASEKARA, transferred. His office will be at the Hospital, Kegalla.

Registrar-General's Office,
Colombo, May 28, 1926.

H. E. BEVEN,
Registrar-General.

WITH reference to the notification appearing in the *Government Gazette* of November 6, 1925, it is hereby notified that I have confirmed MADUWAGE ABRAHAM SILVA JAYASURIYA in his appointment 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.

Registrar-General's Office,
Colombo, May 27, 1926.

H. E. BEVEN,
Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed KURUPPU APPUHAMILAGE EDWIN PERERA to act as Registrar of Births and Deaths of Bemmulla division, and of Marriages (General) of Meda pattu of Siyane korale west division, in the Colombo District of the Western Province, for twenty days from June 1, 1926, during the absence of the Registrar, KURUPPU APPUHAMILAGE ELIAS PERERA, on leave. His office will be at Batadombagahawatta in Pattalagedara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DADANGODAGE DON HARMANIS ABEYRATNE to act as Registrar of Births and Deaths of Kulupana division, and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, on May 27, 1926, during the absence of the Registrar, DON ROMANIS KOTALAWALA, on leave. His office will be at Karandemandiyelanda in Kahatapitiya.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed WEERASINHA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Yatipalata korale division, and of Marriages (General) of Walapane (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for thirty days from May 31, 1926, during the absence of the Registrar, WEERASINHA MUDIYANSELAGE KIRI BANDA, retired. His office will be at Nildandabhinna.

The Additional Assistant Provincial Registrar, Matale, has appointed WICKRAMASINHA NAWARATNE ABAYAKON PANDITA WAHALA MUDIYANSELAGE SENEVIRATNE BANDARA HAPUGODA to act as Registrar of Births and Deaths of Gampahasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for seven days from May 25, 1926, during the absence of the Registrar, HAKMANA DASANAYAKA WASALA BANDARA AMUNUGAMA WIJERATNE RAJANAYAKA WALAWWE MUTU BANDA DORAKUMBURE, on leave. His office will be at Dissawewalawwewatta in Dorakumbura; station: Ihalgaderawatta in Talagasayaya.

The Additional Assistant Provincial Registrar, Matale, has appointed PALLETENNE MUDIYANSELEGEDERA PUNCHI BANDA to act as Registrar of Births and Deaths of Udugoda Udasiya pattuwa division, and of Marriages (General) of Matale North division, in the Matale District of the Central Province, for three days from May 26, 1926, during the absence of the Registrar, IHALAGEDERA HERAT MUDIYANSELAGE WILLIAM HERAT MUDIYANSE, on leave. His office will be at Dansalekumburepillewa in Akuramboda.

The Additional Assistant Provincial Registrar, Galle, has appointed HALUKIRTI GILBERT WIJEGUNAWARDENA to act as Registrar of Births and Deaths of Balapitiya division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on May 27, 1926, during the absence of the Registrar, OJIYAS DE SILVA WIJEGUNAWARDENA, on leave. His office will be at Mahawatta in Randonbe.

The Additional Assistant Provincial Registrar, Galle, has appointed TIKITANTIRI MAHASAMILLAGE DON JOHANIS DE ALWIS to act as Registrar of Births and Deaths of Pahalganhaya division, and of Marriages (General) of Bentotawalallawiti korale division, in the Galle District of the Southern Province, for three days from May 27, 1926, during the absence of the Registrar, HORAWALA VITANAGE DON CORNELIS GUNAWARDENA, on leave. His office will be at Vitanagewatta at Horawala.

The Additional Assistant Provincial Registrar, Galle, has appointed MIDIGASPEGE DON ANDRIS DE SILVA to act as Registrar of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for three days from May 27, 1926, during the absence of the Registrar, MIDIGASPEGE DON CAROLIS DE SILVA, on leave. His office will be at Gampuwakkwatta in Hinatigala.

The Additional Assistant Provincial Registrar, Galle, has appointed SIYADORIS DIAS ABEYWICKRAMA GUNASEKERA to act as Registrar of Births and Deaths of Hinatigala division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on May 31, 1926, during the absence of the Registrar, JAMES DIAS ABEYWICKRAMA GUNASEKERA, on leave. His office will be at Pillegwatta at Habaraduwa.

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 June 1, 1926, during the absence of the Registrar, JACOVIS WICKRAMASINHA, on leave. His office will be at Mudillagahawatta in Malalagama.

The Additional Assistant Provincial Registrar, Galle, has appointed HARUMANIS DE SILVA ABEWEERA GUNASEKERA to act as Registrar of Births and Deaths of Kosgoda division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for four days from June 10, 1926, during the absence of the Registrar, AGAMPUDI ASANERIS DE ZOYSA JAYATILAKA, on leave. His office will be at Kammalewatta in Nape.

The Additional Assistant Provincial Registrar, Galle, has appointed DON CAROLIS EPA SENEVIRATNE to act as Registrar of Births and Deaths of Pitigala division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on June 11, 1926, during the absence of the Registrar, BOMBREYEGE DON DAVID KARUNARATNE, on leave. His office will be at Polpanagalakaraturewatta in Pitigala.

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 thirty days from May 27, 1926, during the absence of the Registrar, PALLEWELA LOKUGAMAGE DON JAMES WIJESINGHA, on leave. His offices will be at Ganga-addarawatta in Pallimulla and Sattambigewatta in Waraduwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed HITIGE DON ANDRAYAS JAYAWARDANA to act as Registrar of Births and Deaths of Katuwana division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on May 27, 1926, during the absence of the Registrar, DON TIYADORIS JAYAWARDANA, on leave. His office will be at Hitigemahawatta *alias* Batalakoratuwa in Horawinna.

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 seven days from May 30, 1926, during the absence of the Registrar, ANDRAYAS DE SILVA WICKRAMANAYAKA, on sick leave. His office will be at Viharagodella in Tihawa.

The Provincial Registrar, Jaffna, has appointed ARUNASALAM KASIPPILAI to act as Registrar of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for ten days from May 25, 1926, during

the absence of the Registrar, VIRAVAKU MUTALIYAR SITTAMPALAM, on leave. His office will be at Kayavalaikuli in Chavakachcheri.

The Assistant Provincial Registrar, Batticaloa, has appointed THAMBYPODY KATHIRKAMAPODY to act as Registrar of Births and Deaths of Manmunai West southern division, and of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for sixteen days from May 31, 1926, during the absence of the Registrar, THAMBYPODY CHINNATHAMBYPODY, on leave. His office will be at Kannankudah; station: Kottiyapulai.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed Dr. JOHN ANDEN RATNAYAKE to act as Medical Registrar of Births and Deaths of Kalpitiya town division, in the Puttalam-Chilaw District of the North-Western Province, for fourteen days from May 22, 1926, during the absence of the Registrar, Dr. MARIAPPA CHELLADORE, on leave. His office will be at the Outdoor Dispensary, Kalpitiya.

The Provincial Registrar, Ratnapura, has appointed IMYAHAMILLAGE JOTIHAMI to act as Registrar of Births and Deaths of Kiriella division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa for fifteen days from May 27, 1926, during the absence of the Registrar, MALAWIARACHCHILLAGE HARAMANISAPPUHAMY, on leave. His office will be at Nindahena in Epitawela.

The Provincial Registrar, Ratnapura, has appointed WIKRAMAPATRIGE RATRANHAMY to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Kukulukorale division, in the Ratnapura District of the Province of Sabaragamuwa, for two days from June 4, 1926, during the absence of the Registrar, CHARLES PETER DELGODA, on leave. His office will be at Pinnagodawatta in Kukulugama.

The Assistant Provincial Registrar, Kegalla, has appointed HERAT MUDIYANSELAGE PODIMAHATMAYA 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, for four days from May 25, 1926, during the absence of the Registrar, KURUWITA ARACHCHIGE APPU SINNO, on leave. His office will be at Hitinawatta in Imbulana.

The Assistant Provincial Registrar, Kegalla, has appointed CHARLES SENANAYAKA to act as Registrar of Marriages (General) of Kegalla town within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, for twelve days from May 27, 1926, during the absence of the Registrar, ANDRAVASPATABENDI THEYONIS DE VAS GOONEWARDENE, on leave. His office will be at the Land Registry, Kegalla.

Registrar-General's Office,
Colombo, June 1, 1926.

H. E. BEVEN,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

“THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920.”

IT is hereby notified, under section 9 (2) of the above-mentioned Ordinance, that it is intended to constitute an Urban District Council for the area, the administrative limits whereof are shown in the schedule hereto.

Colonial Secretary's Office,
Colombo, March 29, 1926.

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

SCHEDULE.

Beruwala.

North.—The village limits of Marakkalahawatta and Karandagoda.
East.—The village limits of Pannila, Ambepitiya, and Hettimulla.
South.—The village limits of Moragalla.
West.—The sea.

"THE PILGRIMAGES ORDINANCE, No. 13 OF 1896."

THE following rules and orders made by His Excellency the Governor, with the advice of the Executive Council, under Ordinance No. 13 of 1896, entitled "An Ordinance relating to Pilgrimages," as amended by Ordinance No. 7 of 1897, for the conduct of the Kataragama pilgrimage and festival, where special precautions have been and are necessary, are published for general information, in lieu of the rules promulgated annually for several years.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 29, 1926

A. G. M. FLETCHER,
Colonial Secretary.

RULES.

1. For sanitary reasons the duration of the Kataragama Esala festival and of the stay of pilgrims at Kataragama shall be and it is hereby limited to seventeen days, namely, July 10 to 26, 1926. Pilgrims arriving before the day first named or staying beyond the period here prescribed shall be guilty of an offence.
2. In the event of an epidemic breaking out at Kataragama during the festival, it shall be lawful for the officers appointed to enforce the observance of orders to declare the festival at an end, and to direct pilgrims at once to leave the village and proceed to their homes, and to prescribe the roads they have to travel.
3. The officers appointed to enforce the observance of orders shall have power on the line of march to and from Kataragama and at Kataragama—
 - (a) To appoint particular places to be exclusively used by the pilgrims for washing and bathing, for drawing water and drinking, and for natural offices;
 - (b) To appoint places for the occupation of each class of pilgrims;
 - (c) To prescribe routes for the journey of any body of pilgrims;
 - (d) To regulate the distribution of all food given to pilgrims;
 - (e) To fix separate places of abode for pilgrims who fall ill, to prohibit communication with them, and to detain them if unfit to travel.

Any person disobeying an order given by the appointed officers shall be guilty of an offence.

4. The Police are empowered and required to seize and destroy all food condemned as unwholesome on the march or in camp by the Medical Officer, or, if there be none, by the Chief Officer of Police; and any person resisting or obstructing the Police in the discharge of this or of any other duty prescribed by these rules shall be deemed guilty of an offence.

5. Any person bringing any cattle or cart bulls within one quarter of a mile of the camp without a permit from the Supervising Officer or any person authorized by him to issue such permits shall be deemed guilty of an offence. The issue of such permit shall be subject to compliance by the permit-holder with such conditions as may be imposed by the Supervising Officer for the purpose of enforcing sanitation and maintaining the health of the camp.

6. Any person selling meat in camp in any other place than that assigned for the purpose by the officer in charge of the camp, and any other person selling food condemned as unwholesome by the Medical Officer, or in his absence by the Chief Officer of Police, shall be deemed guilty of an offence.

7. Any person who shall, during the occupation of the camp, use any other place for offices of nature than that provided for the purpose by Government, or failing to cover the deposit with earth or sand, and any person who shall during the same period bathe in or enter the river above the spot appointed by the officer in charge of the camp, shall be deemed guilty of an offence.

8. Any person suffering from an infectious or a contagious disease, and not reporting the same to the Medical Officer, or in his absence to the Chief Officer of Police, and any person abetting or assisting in the concealment of such disease, shall be deemed guilty of an offence.

9. All persons shall take up the quarters assigned to them by the Chief Officer of Police at the halting places and in the camp, and any person declining or neglecting to do so shall be deemed guilty of an offence.

"THE RUBBER RESTRICTION ORDINANCE, No. 24 OF 1922."

RULE made by His Excellency the Governor in Executive Council under the powers conferred on him by the above-named Ordinance.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, May 25, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

RULE.

As from May 1, 1926, the proviso and illustration to rule 4 (4) of the Rubber Restriction Rules, 1926, published by Notification dated February 9, 1926, in *Government Gazette* No. 7,512 of February 12, 1926, shall not apply to any assessment made under the said rules.

IT is hereby notified that the following candidates have passed the examination held on April 20, 1926, and the following days for admission to Class II. of the Clerical Branch of the Public Service:—

Name.	Address.	Name.	Address.
1. Abeysekera, C. P. M.	Dorville, Kandana	21. Ponniah, J. B.	69, Mair street, Jaffna
2. Abeynayaka, D. T.	Land Registry, Kurunegala	22. Rajaratnam, E.	21A, Bambalapitiya road, Colombo
3. Aiyathuray, S.	49, New Urugodawatta Grandpass	23. Ramalingam, V.	Alcove, Turret road, Colombo
4. Arumugam, E.	13, Vanrooyan street, Colombo	24. Ranganathan, V. Sri	Amirthavasam, Vannarponne
5. Bandaranayake, L. B.	Kachcheri, Matale	25. Rasiaiah, K. N.	Nallur, Jaffna
6. Chellaturai, V.	Young Men's Christian Association, Jaffna	26. Ratnayake, L.	Government Vernacular Mixed School, Bibilegama R. O., Namunukula
7. Chelliah, K.	Varuthalai, Vilan Tellipalai	27. Ratwatte, H. F.	Police Office, Badulla
8. Claasz, S. V.	Colonial Secretary's Office, Colombo	28. Rigobert, H. D.	Central Telegraph Office, Colombo
9. Cooray, P. E.	Sunnyside, Ambalangoda	29. Rubera, S. J.	Kachcheri, Ratnapura
10. Fernando, W. R. O.	Oliver Cottage, Moratuwa	30. Samarasingha, M. W. P.	Office of the Superintendent of Police, Fort, Colombo
11. Jayasuriya, W. C. G. P.	Director of Medical and Sanitary Services Office, Colombo	31. Samarasingha, R. R.	Department of Agriculture, Peradeniya
12. Jayasuriya, V. C.	Austerlitz, 25; Temple road, Maradana	32. Saravanapavan, S.	Uduvil, Manipay
13. Jayawardene, D. S.	Education Office, Colombo	33. Sathasivam, R.	Provincial Engineer's Office, Colombo
14. Jayawardene, N. U.	St. Servatius School, Matara	34. Silva, D. W.	194, Grandpass road, Colombo
15. Madanayake, A. D.	Colonial Secretary's Office, Colombo	35. Swaminatha Ayer, N.	Nadarajah Villa, Point Pedro
16. Manickam, M. V.	Education Office, Colombo	36. Swaminathan, M.	Police Office, Kandy
17. Mohammed, H.	Board of Improvement, Town Hall, Kandy	37. Udaris Appu, K. M.	Fair Field, St. Anthony's road, Moratuwa
18. Nadarajah, M. C.	Provincial Engineer's Office, Nuwara Eliya	38. Vandebona, N.	Education Office, Colombo
19. Perairamudaiyan, S.	Government Stores, Colombo	39. Vanniasingham, M.	Kachcheri, Mullaitivu
20. Pieris, T. R. L.	Government Stores, Colombo	40. Wickremanayake, R. W.	Police Office, Western Province, Kachcheri, Colombo

2. The above named, except those who are already in Government Service, will be required to furnish the Head of the Department to which they are appointed with a certificate from a Government Medical Officer as to their physical fitness for service in any part of the Island.

Colonial Secretary's Office,
Colombo, June 2, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

“THE CEYLON TELEGRAPH ORDINANCE, 1908.”

RULE made by His Excellency the Governor in Executive Council under section 7 of “The Ceylon Telegraph Ordinance, 1908,” and declared to be in force as from June 1, 1926.

Colonial Secretary's Office,
Colombo, June 2, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Rule referred to.

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

TELEPHONE EXCHANGE AND CALL OFFICE AT KADUGANNAWA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

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

* To be opened shortly.

† From Call Office also 15 cents.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council, under section 7 of "The Ceylon Telegraph Ordinance, 1908," and declared to be in force as from June 1, 1926.

Colonial Secretary's Office,
Colombo, May 22, 1926.

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

Rule referred to.

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

TELEPHONE EXCHANGE AND CALL OFFICE AT PARAKADUWA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

Between Parakaduwa and—

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

* To be opened shortly.

† From Call Office also 15 cents.

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

WITH reference to *Gazette* Notification dated July 16, 1925, His Excellency the Governor has been pleased, under section 3 of Ordinance No. 34 of 1921, to appoint Mr. Fredrick Burnett to be Assistant Registrar of Co-operative Societies, Central Division, with effect from May 19, 1926, until further orders, and to authorize him, subject to the general supervision of the Registrar, to exercise within the Central Province and the District of Kegalla, in the Province of Sabaragamuwa, all the powers conferred on the Registrar by the Ordinance, save and except such as are defined in sections 7, 8, 9, 27 (2), 31 (2), 32 (4), 33 (1), 34, and 36 of the Ordinance.

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

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

A PPLICATIONS on form General 187 (F 2) from officers in Class I. of the Clerical Service for transfer to the post of Chief Clerk, Excise Department, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before June 11, 1926.

Colonial Secretary's Office,
Colombo, June 2, 1926.

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

A PPLICATIONS on form General 187 (F 2) from officers in Class I. of the Clerical Service for transfer to the post of Chief Clerk, Stamp Office, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before June 11, 1926.

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

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

(Continued on page 1835)

NOTICES CALLING FOR TENDERS.

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

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

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

4. Tenders should be marked "Tender for the Supply of Provisions to the Jail at _____" 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 22, 1926.

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

6. A cash deposit according to the schedule hereunder will be required to be made either at the Treasury or at any Kachcheri, and a receipt produced for the same before any form of tender is issued. No deposits for tender forms will be accepted by the Prisons Department. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon completion of the contract.

7. If required, samples must be deposited.

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

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

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

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

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

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

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

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

16. Tenderers who have not previously held Government contracts when applying for tender forms should furnish the officer issuing the forms with a written statement

giving their full names and permanent addresses stating in which district or districts they own landed property or other interests. The extent of landed property, and the nature and extent of other interests should also be given.

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

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

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

A. F. G. WALKER,

Colombo, June 1, 1926. Inspector General of Prisons.

SCHEDULE REFERRED TO.

Name of Jail.	Amount of	
	Tender Deposit.	Security.
	Rs.	Rs.
1. Galle	100	500
2. Batticaloa	50	250
3. Anuradhapurá	100	500

SCHEDULES of rates are hereby invited for Lady Havelock Hospital Operating Theatre.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedules of Rates for Lady Havelock Hospital Operating Theatre," so as to reach the offices of the foregoing officers on or before 12 noon on June 16, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

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

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

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

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

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

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

Public Works Office,
Colombo, June 1, 1926.

SCHEDULES of rates are hereby invited for improvements to Kahataduwa-Pokunuwita road, Panadure District.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Panadure, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Panadure, endorsed on the outside "Schedule of Rates for Improvements to Kahataduwa-Pokunuwita 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. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Panadure, on or before a date to be agreed upon.

7. Items requiring expanded metal, powder, fuze, steel, and cement should be rated less value of these materials, as these will be supplied free of cost.

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

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

Public Works Office, S. J. KIRBY,
Colombo, June 1, 1926. for Director of Public Works.

SCHEDULE of rates are hereby invited for improvements to Piliyandala-Kahataduwa road, Panadure District.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Panadure, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Panadure,

endorsed on the outside "Schedule of Rates for Improvements to Piliyandala-Kahataduwa 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. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Panadure, on or before a date to be agreed upon.

7. Items requiring expanded metal, powder, fuze, steel, and cement should be rated less value of these materials, as these will be supplied free of cost.

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

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

Public Works Office, S. J. KIRBY,
Colombo, June 1, 1926. for Director of Public Works.

SCHEDULES of rates are hereby invited for the improvements to Queen's House, Colombo.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedules of Rates for Improvements to Queen's House, Colombo," so as to reach the offices of the foregoing officers on or before 12 noon on June 17, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of certain specified imported articles, viz., one rate including the value of all materials the other omitting value of the said specified imported articles.

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

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

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

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

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

Public Works Office, S. J. KIRBY,
Colombo, June 1, 1926. for Director of Public Works.

SCHEDULE of rates are hereby invited for improvements to Nugegoda-Piliyandala road, Colombo District.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Colombo, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Colombo, endorsed on the outside "Schedule of Rates for Improvements to Nugegoda-Piliyandala 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. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Colombo, on or before a date to be agreed upon.

7. Items requiring expanded metal, powder, fuze, steel, and cement should be rated less value of these materials, as these will be supplied free of cost.

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

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

S. J. KIRBY,

Public Works Office, for Director of Public Works.
Colombo, June 1, 1926.

SCHEDULES of rates are hereby invited for improvements to Kotadeniyawa-Mugurugampola road, Negombo District.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Negombo, 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, Negombo, endorsed on the outside "Schedule of Rates for Improvements to Kotadeniyawa-Mugurugampola 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. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Negombo, on or before a date to be agreed upon.

7. Items requiring expanded metal, powder, fuze, steel, and cement should be rated less value of these materials, as these will be supplied free of cost.

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

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

Public Works Office,
Colombo, June 1, 1926.

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

SCHEDULES of rates are hereby invited for drainage to the Modera Police Barracks.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedules of Rates for Drainage to the Modera Police Barracks" so as to reach the offices of the foregoing officers on or before 12 noon on June 18, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

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

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

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

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

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

Public Works Office,
Colombo, June 1, 1926.

SEPARATE tenders are hereby invited for the construction of certain drains at Teldeniya and Pussellawa in Kandy District.

2. Tenders must be addressed to the Chairman, Sanitary Board, Kandy District, and should reach the Kandy Kachcheri not later than midday on June 15, 1926, the left hand top corner of the envelope must be marked "Tender for Teldeniya or Pussellawa Drains," as the case may be.

3. Tenders must be in forms which will be supplied from the Kachcheri, and no tender will be considered unless it is furnished on recognized form thus obtained.

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

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

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

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

The Kachcheri, C. SITTAMPALAM,
Kandy, May 29, 1926. for Chairman, Sanitary Board.

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

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

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

4. Tenders should be marked "Tender for Supply of Timber, Sabaragamuwa Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 22, 1926.

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

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

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

8. Separate rates per cubic foot of timber in the log, per broad gauge and narrow gauge sleeper, and per cubic foot of scantlings should be quoted written both in words and figures.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of cash security required is Rs. 1,000. All other necessary information can be ascertained upon application to the Office referred to in section 5 above.

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

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

12. The contractor's rights and obligations under this contract shall not be assigned or otherwise transferred or sublet without the consent and authority of the Conservator of Forests previously obtained in writing.

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

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

to whom the Conservator of Forests, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

15. Tenderers should read and note a draft contract which is available in the Forest Office, Ratnapura, before they obtain their forms, and certify that they have inspected the areas to be exploited.

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

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

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

GENERAL CONDITIONS.

(a) Trees are to be felled within 12 inches from the ground by saw or axe and saw combined.

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

(c) All suitable dead and hollow trees and branchwood within the forests such as are marked by a Forest Officer though below the specification given below should in addition to all matured sound trees marked by him be utilized for conversion into sleepers or scantlings as may be directed.

(d) Parts of logs attacked by fungus or defective parts of logs are not to be sawn into sleepers or scantlings. The sleepers and scantlings should be sawn from sound matured wood free from shakes, cracks, sapwood, and large or loose knots.

(e) Broad gauge sleepers are to be 9 ft. by 10 in. by 5 in. and narrow gauge sleepers 5 ft. by 10 in. by 5 in. The scantlings for bridge planks and telegraph posts will be of the following dimensions. Bridge planks length from 12 ft. to 20 ft. cross section measurements 6 in. by 4 in. Telegraph posts, length 21 ft. and 24 ft., cross section measurements 6 in. by 6 in.

(f) Sleepers and scantlings should be rectangular in form and sawn perfectly parallel on all sides. On no account will squaring of logs or sleepers or scantlings with an adze or axe will be allowed.

(g) Sleepers and scantlings should be covered with saw dust or immersed in water and be invariably placed under shade immediately they are sawn, until they can be transported to Kahawatta Railway Station, where they should be stacked and kept under shade in the manner to be pointed out by a Forest Officer.

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

(i) All trees after felling should be logged to the longest available lengths and transported to a way-side depôt, which will be selected by the Divisional Forest Officer, or an officer of the Department deputed for the purpose, where they will be inspected by a Forest Officer and finally passed for transport to the delivery depôt. Sleepers and scantlings will also be required to be brought to the way-side depôt for inspection. Logs which are rejected as unsuitable for delivery in the log will be marked at the inspection depôt for conversion into sleepers or scantlings as may be directed by the inspecting officer.

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

(k) The contractor will receive full payment for all logs and scantlings accepted by the Divisional Forest Officer at the delivery depôt and for sleepers accepted by the Railway Department.

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

(m) The logs supplied should be of the following specification: The absolute minimum mid-girth of timber delivered in the log shall be 4 ft. 6 in. At least 25 per cent. of the supply shall be logs of 18 ft. and upwards in length. A further 25 per cent. of the supply shall be logs of 15 ft. and upwards in length and the balance 50 per cent. shall be logs of 12 ft. and upwards in length.

(n) The work should commence as soon as the tenders are settled and should be completed on or before August 31, 1928. 50 per cent. of the total supply should be delivered at the final delivery depôt before the end of July, 1927, and the balance by the final expiry date.

(o) For further information and inspection of draft contract application should be made to the Divisional Forest Officer, Sabaragamuwa Division, Ratnapura.

SCHEDULE.

To supply 1,600 logs (more or less) of satin, milla, palu; 100 logs of halmilla (more or less); 1,000 broad gauge sleepers (more or less); 1,000 narrow gauge sleepers (more or less) 500 sawn scantlings (more or less) of bridge planks and telegraph posts, from trees enumerated at Rathkarawa forest in the Rakwana Range of the Sabaragamuwa Division and deliver stacked at Kahawatta Railway Station in the manner as may be required by the Range Forest Officer. Distance of transport is about 29 miles (24 miles by Public Works Department Road and 5 miles in forest).

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, May 25, 1926.

TENDERS are hereby invited for the services described in the schedule and general conditions annexed.

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

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

4. Tenders should be marked "Tender for the Supply of Timber to Government Departments, Uva Division, 1926-1930," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than Tuesday, June 22, 1926.

5. Tenders are to be made upon forms which will be supplied upon application to the Divisional Forest Officer, Uva Division, Haputale, and no tender will be considered unless it is on the recognized form. All alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security or fail to undertake the work immediately, if necessary, within 10 days of receiving notice in writing from the Divisional Forest Officer, 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 the contract.

7. Contract may not be assigned or sublet without the authority of the Tender Board previously obtained, nor shall the contractor issue a power of attorney to a person whose name is on the list of defaulting contractors authorizing him to carry on the work under this contract.

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

9. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of cash security required is Rs. 1,000. All other necessary information can be ascertained, and the draft contract

inspected upon application at the office referred to in section 5.

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

11. Separate rates should be quoted written both in words and figures for the following items: per cubic foot of timber in the log, (b) per cubic foot of sawn telegraph posts, (c) per cubic foot of bridge planks, (d) per narrow gauge sleeper, (e) per ton of cleaned ebony heartwood delivered, (a) at Haputale Railway Station, (b) at Matara Railway Station Depôt.

12. Persons desirous of tendering are advised to inspect the forest with the Range Forest Officer, Koslanda, and to acquaint himself carefully of the nature of the work and of the contract they will be required to sign.

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

14. 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 other person whose name is on the list of Crown defaulting contractors, or any other person to whom the Conservator of Forests, for reasons which appear to him to be sufficient, objects after giving due notice of his objection in writing.

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

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

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

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

General Conditions.

(a) All trees stamped for felling shall be felled by the contractor and utilized to the best possible advantage.

Close utilization, avoidance of wastage, and adequate outturn will be insisted on, and the contractor will be liable to pay the royalty value of any timber wasted by inefficient utilization together with any compensation the Conservator of Forests may demand in respect thereof.

(b) No tree, not previously stamped for felling by a Forest Officer shall be felled, and any breach of this rule renders the contractor liable in the same way as if such felling were an illicit felling as defined by the rules of the Forest Ordinance, No. 16 of 1907.

(c) The best quality trees of each species shall be converted into not less than 2,000 logs (or 500 in any one year) of which 800 (or 200 in any one year) shall not be less than 18 feet in length, 800 (or 200 in any one year) shall not be less than 15 feet and 400 (or 100 in any one year) shall not be less than 12 feet. All measurements to be taken after trimming as below. Logs shall be 5 feet and 6 inches and upwards in mean girth, except halmilla logs only which may be 4 feet and upwards in mean girth and shall be of any of the following species, viz., satin, palu, ranai, milla, na, and lulanhik. In the case of halmilla the minimum girth dimension at the small end of the logs should not be less than 3 feet.

Note.—The mean girth of a log for the purpose of this contract shall be determined by three girth measurements at the big end, centre, and small end of the log. Logs shall be trimmed before delivery at the final delivery depôt, as follows:—

Each end shall be sawn with a clean face at right angles to the axis of the tree. These faces shall be covered with a coating of tar or suitable paint to eliminate the risk of splitting. All satin logs shall be barked before delivery, and payment will only be made on measurements taken after such operations. Transport of logs from the felling

area to Kumbukkan shall be by means of double sling carts for logs of 18 feet and over, and double or single sling carts for logs under 18 feet in length, unless the Divisional Forest Officer sanctions any other transport method in writing.

All the other trees not suitable for delivery in the log, including branchwood and end pieces of the trees felled shall be converted into :—

(1) 20,000 sawn telegraph posts (more or less) (or 5,000 in any one year). The telegraph posts shall be sawn from trees and parts of trees of any one of the following species not capable of conversion into logs, and shall be of sound material—sapwood of parts rendered defective by fungus or by any other cause shall not be sawn for this purpose, viz., satin, palu, na, or milla and of the following dimensions :—

- (a) 21 feet in length by 6 inches by 6 inches cross section.
- (b) 24 feet in length by 6 inches by 6 inches cross section.
- (c) 30 feet in length by 8 inches by 8 inches cross section at the base tapering to 6 inches by 6 inches cross section at the top.

The number of each length will be intimated to the contractor at the commencement of each year of the contract, but it is estimated that the following percentages will be required :—

75 per cent. of the supply posts of 21 feet long, 15 per cent. of the supply posts of 24 feet long, and the balance 10 per cent. of the supply posts of 30 feet long.

(2) 20,000 narrow gauge sleepers (more or less) (or 5,000 in any one year). Narrow gauge sleepers shall be sawn from logs of short lengths not capable of conversion into either logs or telegraph posts, and shall be of sound material—sapwood or parts rendered defective by fungus or any other cause shall not be sawn for this purpose. The sleepers shall be sawn parallel on all sides and shall be rectangular in shape. They shall be of the following dimensions : 5 feet in length by 9 inches by 4½ inches cross section, or 5 feet in length by 10 inches by 5 inches cross section, and shall be of the following species, satin, palu, milla, na, and ranai.

(3) 20,000 cubic feet of bridge plank scantlings (more or less) (or 5,000 cubic feet in any one year) of any one of the following species satin, palu, milla, na, and ranai.

The number and dimensions of the scantlings will be intimated to the contractor at the commencement of each year of the contract.

(d) As much cleaned heartwood of ebony as is available shall be delivered. The minimum dimensions of cleaned ebony shall be 10 feet long, 2 feet 6 inches girth at middle.

(e) Rejected logs, telegraph posts, bridge planks, sleepers, and ebony, will not be paid for, but they will lapse to Government. The contractor shall have no claim in respect of any material sold as rejections.

(f) The contractor shall from time to time receive payment from the Divisional Forest Officer, Uva Division, Haputale, for all material delivered and stacked at the final delivery depôt referred to above, and passed by him as suitable for delivery to Government Departments. Payment for ebony will be made only on the weights accepted by the Central Timber Depôt, Colombo.

(g) Failure on the part of the contractor to carry out the work efficiently and maintain deliveries as specified below shall render him liable to have his contract closed, and to be fined a sum which will not exceed the sum deposited by him as security.

(h) One-fourth of the total material felled, converted, stacked, and delivered at the final delivery depôt by December 31, 1927, and one-fourth by December 31, each succeeding year until December 31, 1930. In order to assist the contractor to expedite deliveries, space will be allotted in the neighbourhood of Kumbukkan for the concentration of all converted material, and thus enable the contractor to effect transport from this intermediate depôt to the final delivery depôt during the wet weather. A shed at the intermediate depôt for stacking material brought out from the forest will be erected by the Department, provided the contractor makes satisfactory progress with the supply. Part payment may be made at the discretion of the Divisional Forest Officer, up to 50 per cent. of the material accepted and delivered at the above intermediate depôt.

(i) Work shall be started within 15 days of signing the contract, and the contract shall be in force till December 31, 1930. No extension will be granted.

(j) Permission will be given to the contractor to erect sawmills, make roads and bridges, or to use any apparatus which will facilitate his work in the forest without detriment to the latter. Further the contractor will be allowed free use of timber for the erection of bridges, sheds for workmen, for repairs to carts or other vehicles and machinery employed exclusively for the purpose of the contract.

Schedule.

To fell each year by saw and axe or by saw alone within 18 inches of the ground all the trees of satin, palu, milla, ranai, na, halmilla, and hulanhik standing within the 4 demarcated blocks within the Crown forest at Okkampitiya, in Koslande Range of the Uva Division, and which have been enumerated for felling by a Forest Officer. No enumerated trees may be felled before it has been stamped by a Forest Officer.

All trees so stamped will be over 5 feet in girth at breast height except halmilla which will be over 4 feet and 6 inches.

(2) To convert all such trees as specified in the general conditions above.

(3) To transport all such converted material and stack it neatly under suitable shelter at the Haputale Railway Station Depôt or the Matara Railway Station Depôt as the case may be.

No material whatever can be removed from the intermediate depôt at Kumbukkan, unless it is duly stamped by a Forest Officer and unless removal permits or cart notes are obtained for all material in transit.

(5) The distance of transport to the Haputale Railway Station Depôt is about 50 miles, and to the Matara Railway Station Depôt is about 115 miles.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, May 25, 1926.

TENDERS are hereby invited for the dieting of prisoners in Fiscal's custody at the Chilaw Jail for the period commencing from October 1, 1926, and terminating September 30, 1927.

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

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

4. Tenders should be marked "Tender for Dieting Remand Prisoners, Chilaw Jail," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 22, 1926.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Deputy Fiscal, Chilaw, 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 of Rs. 100 will be required to be made at any Kachcheri or at the Chilaw Treasury, 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 after signature of the contract.

7. Samples must be deposited, if required.

8. The successful tenderer will be required to furnish cash security in Rs. 100 and to sign a bond for Rs. 500, with two sureties for a like amount, for the due fulfilment of the contract. The names of the sureties should be forwarded with the tender.

9. The contract may not be assigned or sublet without the authority of the Tender Board.

10. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, nor shall the contractor employ any person to whom the Fiscal, North-Western Province, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. The contractor shall not issue power of attorney to any person whose name is on the list of Crown defaulting contractors for carrying on work under the contract.

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

12. Particulars in regard to dieting are as follows:—

Three meals to be served per day as specified below at the hours stated—

- 6 A.M. : Morning meal—
Tea with sugar.
Hoppers, three.
- 11 A.M. : Breakfast—
One measure boiled rice.
Curry, beef or fish.
Curry, vegetable or dhall.
- 4.30 P.M. : Dinner—
One measure boiled rice (heaped).
Curries, as at breakfast.

13. The contractor shall supply cooked meals and deliver the meals at the Chilaw Jail. He may also be required to deliver a stated number of breakfasts at the Chilaw Police Court.

14. Tenders should quote rate per head per meal. Such quotation should be written both in words and figures.

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, or the whole of it.

16. All other necessary information can be ascertained on application at the Office of the Deputy Fiscal, Chilaw.

Fiscal's Office,
Kurunegala, May 7, 1926.

H. W. CODRINGTON,
Fiscal.

APPLICATIONS are invited from persons willing to undertake the washing of towels, overalls, and sheets used at operations at the General Hospital, Colombo, thrice a week, not exceeding 1,500 pieces a month; also attendants' cloths, banians, and aprons once a week, not exceeding 1,500 pieces a month.

The successful applicant will be required to make a cash deposit of Rs. 100 as security before commencing the work.

For further particulars apply to the Medical Superintendent, General Hospital, Colombo.

J. L. STANISLAUS,
for Director of Medical and Sanitary Services.
Colombo, June 1, 1926.

SALE OF UNSERVICEABLE ARTICLES, &c.

WILL be sold by public auction at these stores at 2 P.M., on Friday, June 11, 1926, the following articles, viz:—

Bale cloth	Firewood
Tin lining	Planks, &c.
Empty barrels	

Government Stores Department, JOHN GIBB,
Colombo, May 27, 1926. Colonial Storekeeper.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Thursday, the 10th instant, at 3.30 P.M., at the Police Headquarters, Maradana:—

Boots	.. 200 pairs	Serge tunics	.. 500
Raincoats	.. 2	Serge trousers	.. 500
Overcoats	.. 50		

E. F. L. WRIGHT,
Police Headquarters, for Inspector-General of Police.
Colombo, June 1, 1926.

LIST of confiscated and unclaimed articles to be sold on Wednesday, June 16, 1926, by public auction, at the District Court of Badulla, at 10 A.M.:—

No.	Name of Article.
A 7,784	.. 2 old chintz cloths, 1 towel, 1 necklace, and 1 hairpin
A 7,891	.. 1 doll, 1 tin lady, &c.
A 7,914	.. 1 small hammer
A 7,936	.. 1 axe
A 8,041	.. 1 bundle firewood, 1 axe
A 8,052	.. 2 bundles firewood
A 8,101	.. 1 white cloth
A 8,171	.. 29 pieces iron
A 8,175	.. 1 coat, 3 buttons, 1 pipe

No.	Name of Article.
A 8,467	.. 5 gunny bags and 1 piece jute hessian
A 8,491	.. 1 umbrella, 1 blanket, 1 belt, 1 piece flannel, 1 coat, and 1 shirt
A 8,511	.. 1 old belt and 1 handkerchief
A 8,522	.. A parcel containing a little tea
A 7,448	.. 1 comb, 1 mirror, 1 old pillowcase, 1 brush, 3 post cards, and 1 phial

E. F. MARSHALL,
The District Court, District Judge and Police Magistrate.
Badulla, May 24, 1926.

LIST of unclaimed articles of patients, who died in hospitals, to be sold on Wednesday, June 16, 1926, by public auction, at the District Court of Badulla, at 10 A.M.:—

No.	Name of Article.
1925.	
45	.. 1 necklet of beads, 2 bangles, 2 rings, 1 nose ornament, 1 thali
1926.	
3	.. 2 necklets of beads, 2 bangles
4	.. 1 necklet of beads, 6 bangles, 6 rings
5	.. 2 bangles, 1 nose ornament
6	.. 2 earrings (gold)
7	.. 1 necklet of beads, 1 earring, 2 lead bangles, 1 nose ornament
9	.. 2 earrings
11	.. 1 nose ornament, 2 bead chains, 1 medal
12	.. 1 necklet of beads, 6 rings, 1 cloth
15	.. 2 necklets of beads, 2 bangles, 8 rings, 1 amulet
16	.. 1 necklet of beads, 2 bangles
17	.. 2 earrings, 2 cloths
19	.. 3 earrings, 1 bangle

E. F. MARSHALL,
The District Court, District Judge and Police Magistrate.
Badulla, May 24, 1926.

NOTICE is hereby given that the under-mentioned articles will be sold by public auction at the Police Court of Avissawella, on Saturday, June 12, 1926, at 10 A.M. :—

9,533.. 1 bicycle with spare rim	1 towel	10,198.. 1 mammoty	1 cloth
10,229.. 3½ measures rice	9,043.. 3 cloths	10,007.. 1 tin	9,931.. 1 sarong
10,660.. 1 tapping knife	S.R. 14/	10,815.. 4 shawls	1 camboy
11,106.. 1 belt	6.5.26 .. 2 teapoy covers	1 salai	2 mats
10,762.. 1 cloth	Inq. 64/	10,815.. 2 shirts	7,938.. 1 cloth
11,288.. 1 chain	1.7.25 .. 1 umbrella	1 lamp	2 banians
11,288.. 1 handkerchief	3 books	10,465.. 1 trunk	2 books
1 muffler	1 glass	10,428.. 1 padlock	1 amulet
10,150.. 1 banian	3 knives	1 box (wooden)	7,938.. 1 betel bag
10,560.. 1 banian	3 cloths	10,288.. 42 sheets rubber	1 lamp
1 teapoy cover	2 baskets	9,940.. 7 sheets rubber	8,524.. 2 cloths
10,272.. 1 padlock	1 cup	10,768.. 1 trunk	1 banian
10,373.. 1 cloth	1 bottle	9,839.. 1 drawer	1 plank
11,295.. 1 sarong	9,091.. 1 sarong	9,680.. 1 box (wooden)	1 box
1 coat	11,312.. 1 banian	S.R. E'goda/	9,979.. 1 banian
10,287.. 1 padlock	1 sarong	11.9.25 .. 1 wooden box	9,621.. 1 camboy
10,440.. 1 axe	2 knives	1 powder tin	1 mat
10,288.. 1 sheet rubber	10,073.. 1 bottle	9,731.. 4 chintz cloths	3,551.. 1 drawer
S.R. 25/	10,069.. 2 pruning knives	1 colour cloth	9,429.. 1 pillowcase
24.8.25 .. 32 sheets rubber	10,155.. 1 table knife	1 sarong	1 mat bag
10,085.. 2 cloths	10,019.. 1 tray	2 shirts	9,538.. 1 mat
10,126.. 1 sarong	5,629.. 4 pieces cloth	2 white coats	11,379.. 1 umbrella
1 cloth	1 jacket	2 teapoy covers	8,905.. 5 coconuts
9,934.. 1 sarong	8,280.. 1 cloth	4 jackets	9,606.. 1 coconut
1 handkerchief	8,944.. 1 axe	2 bodices	9,091.. 11 coconuts
A/10.7.25.. 4 pieces cloth	10,199.. 1 plucking knife	2 children's jackets	11,063.. 6 coconuts
2 jackets	9,103.. 1 cloth	Inq. 133/	A27/
3 buttons	11,353.. 1 tin latex	25.7.25 .. 1 sarong	18.9.25 .. 5 bangles
1 hairpin	10,267.. 1 tin	1 chain	1 string beads
1 necklace	11,296.. 1 saucer	1 knife	1 amulet
10,443.. 2 sarongs		1 betel bag	9,957.. 1 woollen sweater
1 cloth			1 woollen cap

Avissawella, May 28, 1926.

LOUIS V. B. DE JACOLYN,
Police Magistrate.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended May 29, 1926.

Births.—The total births registered in the city of Colombo in the week were 131 (2 Europeans, 8 Burghers, 73 Sinhalese, 18 Tamils, 20 Moors, 8 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1926, viz., 257,473) was 26.5, as against 23.5 in the preceding week, 25.8 in the corresponding week of last year, and 29.9 the weekly average for last year.

Deaths.—The total deaths registered were 147 (1 European, 8 Burghers, 80 Sinhalese, 30 Tamils, 18 Moors, 5 Malays, and 5 Others). The death-rate per 1,000 per annum was 29.8, as against 21.9 in the previous week, 27.6 in the corresponding week of last year, and 30.3 the weekly average for last year.

Infantile Deaths.—Of the 147 total deaths, 27 were of infants under one year of age, as in the preceding week, against 30 in the corresponding week of the previous year and the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 5.

Principal Causes of Death.—1 (a). Twenty-two deaths from *Pneumonia* were registered, 5 in Kotahena South, 4 in Maradana hospitals, 3 in Slave Island, and 2 each in St. Paul's, Kotahena North, Maradana North, Maradana South, and Wellawatta North, as against 18 in the previous week, and 18 the weekly average for last year.

(b) Six deaths from *Bronchitis* were registered, 4 in Maradana hospitals (including 2 deaths of non-residents) and 1 each in Kotahena North and Wellawatta North, as against 4 in the previous week, and 5 the weekly average for last year.

(c) Five deaths from *Influenza* were registered, 3 in New Bazaar, and 1 each in San Sebastian and Maradana North. The number in the previous week and the weekly average for last year were the same as this week's figure.

2. Fourteen deaths from *Phthisis* were registered, 9 in Maradana hospitals (including 5 deaths of non-residents), 2 in Kotahena South, and 1 each in Maradana East, Maradana South, and Slave Island, as against 7 in the previous week, and 14 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered, 1 each in Maradana hospital (of a non-resident) and Maradana East, as against 5 in the previous week, and 6 the weekly average for last year.

4. Fifteen deaths were registered from *Infantile Convulsions*, 5 from *Enteritis*, 3 each from *Dysentery* and *Puerperal Septicaemia*, 2 from *Debility*, 1 from *Tetanus*, and 69 from *Other Causes*.

5. Ten cases of *Chickenpox*, 7 of *Measles*, and 1 of *Enteric Fever* were reported during the week, as against 16, 9, and 3, 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 84.0°, against 80.7° in the preceding week, and 82.0° in the corresponding week of the previous year. The mean atmospheric pressure was 29.823 in., against 29.817 in. in the preceding week, and 29.878 in. in the corresponding week of the previous year. The total rainfall in the week was 0.58 in., against 6.88 in. in the preceding week, and 1.52 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, June 1, 1926.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE DANDAGAMA COCONUT ESTATE COMPANY, LIMITED.

1. THE name of the Company is "THE DANDAGAMA COCONUT ESTATE 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—
- (1) To purchase, or otherwise acquire the Walakumburamulla estate, situate in the Kurunegala District of the Island of Ceylon as on and from January 1, 1926.
 - (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 carry on the business of desiccated coconut, oil, soap, margarine, fibre, yarn, and manure manufacturers, and to prepare, refine, buy, sell, and deal in desiccated coconut, oil, both vegetable and mineral, fibre, yarn, and all coconut products and manufactures, and also manures and chemical substances of every description, and the products obtained in the manufacture of oil, and to buy, sell, cultivate, and deal in oleaginous seeds and plants of every description.
 - (5) To plant, grow, and produce coconuts, tea, rubber, 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.
 - (6) To treat, cure, prepare, manipulate, submit to any process of manufacture and render marketable (whether on account of the Company or others) coconuts, tea, rubber, 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 coconut produce, coconuts, tea, rubber, 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.
 - (7) 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 coconuts, tea, rubber, 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.
 - (8) 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.
 - (9) To purchase coconuts, tea leaf, rubber, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
 - (10) 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.
 - (11) 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.
 - (12) To build, make, construct, equip, maintain, improve, alter, and work coconut-curing mills, rubber, and tea factories, 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 interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (13) 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.
 - (14) 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.
 - (15) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences, calculated to benefit any of the employes or *ex employes* 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 objects and to make gifts and bonuses to persons in the employment of the Company.

- (16) 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.
- (17) To enter into partnership or into any arrangement for sharing profits of union of interest reciprocal concessions, 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.
- (18) 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.
- (19) 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, or book debts, or without any security at all.
- (20) 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.
- (21) To 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.
- (22) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, lines 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.
- (23) 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.
- (24) 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.
- (25) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (26) To remunerate any parties of 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.
- (27) 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.
- (28) 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.
- (29) To pay for any lands and real or personal, immovable or moveable, 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.
- (30) 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.
- (31) 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.
- (32) 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 any 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 striced 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 Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 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.
G. K. LOGAN, Colombo	One
P. T. ADAMS, Colombo	One
A. J. C. LINTOTT, Colombo	One
WM. A. HEALE, Colombo	One
W. H. MARSHALL, Colombo	One
H. C. LEAR, Colombo	One
W. W. NELSON, Colombo	One
Total number of Shares taken ..	Seven

Witness to the above signatures at Colombo, this Twenty-first day of May, One thousand nine hundred and Twenty-six:

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE DANDAGAMA COCONUT ESTATE COMPANY, 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 subheadings 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 Dandagama Coconut Estate Company, Limited,” incorporated or established by or under the Memorandum of Association to which these Articles are attached.

The Ordinance.—The “Ordinance” means and includes “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 partnership, 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 Walakumburamulla Estate.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire all that estate called and known as Walakumburamulla, situate in the District of Kurunegala, in the Island of Ceylon as on and from the first day of January, 1926, 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 anywise 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 Five hundred thousand Rupees (Rs. 500,000) divided into 50,000 shares of Ten Rupees (Rs. 10) each.

SHARES.

8. (a) *Issue and Allotments.*—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 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, 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) *Commissions 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 shares.

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 direct.

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 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.

15. *Survivor of Joint-Holders, other than a Firm, only recognised.*—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 recognised.*—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 resolution, 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 the 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 Transfers.*—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 share 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 twelve 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) *Shareholder 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, re-allotted, 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) *Certificates 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, discharge 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-allotted, 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 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 shares 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 share, 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 120.

(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 or favour.

55. *Interest on unpaid Calls.*—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. (a) *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 re-payment 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 of 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 money 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.

57. (b) Without prejudice to any of the powers and provisions of Article 57 (a) hereof and without the necessity of obtaining the sanction of the Company in General Meeting therefor the Directors shall have power to raise and borrow immediately a sum not exceeding Two hundred and twenty thousand Rupees (Rs. 220,000) by the creation and issue of four hundred and forty redeemable debentures of Five hundred Rupees (Rs. 500) each carrying interest at eight per centum per annum and to secure the same by a primary mortgage over the Company's property and assets or any part thereof.

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 Director 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 so 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 issue capable and entitled to vote.

61. (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 made under the provisions of Article 61 (a) 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 object 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 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 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 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. *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 a 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 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.

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 appointor 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 Dandaqama Coconut Estate Company, 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 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.

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 alter 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 George Kenneth Logan of Colombo, William Henry Marshall of Colombo, and Bernal Parker of Horrekelly Estate, Kudawewa, 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 and Third 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 First 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 becomes 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 Directors so appointed shall hold office only during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

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 Walakumburamulla Estate, situated in the Kurunegala District, as on and from the 1st day of January, 1926.

107 (a). *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, lease, or acquisition of the said Walakumburamulla Estate, 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.

(b) *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.

108. *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.

109. *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.

110. *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 persons or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

111. *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 taken to be limited by any article conferring any special or expressed power.

112. *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, or 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.

113. *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.

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

115. *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.

116. *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.

117. *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.

118. *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.

119. *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.

120. *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.

121. *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 committee appointed by the Board.
- (e) Of all orders made by the Directors.
- (f) Of the use of the Company's seal.

122. *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.

123. *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.

124. *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.

125. *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 of any of them shall be opened to the inspection of the Shareholders; and no Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by the Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

126. *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.

127. *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 recommended 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.

128. *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.

129. Where any asset is brought by the Company as from a past date (whether such date be before or after the incorporation of the Company) upon the term that the Company shall as from that date take the profits and bear 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.

130. *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 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 right of all parties.

131. *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.

132. *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.

133. (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.

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

135. *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.

136. *Directors may deduct Debt from the Dividend.*—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.

137. *Dividend 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.

138. *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.

139. *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.

140. *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.

141. *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.

142. *Qualification of Auditors.*—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.

143. *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 appointment, or until otherwise ordered by a General Meeting.

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

145. *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.

146. *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.

147. *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.

148. *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.

149. *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.

150. *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.

151. *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.

152. *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 such persons, and notice so given shall be sufficient notice to all the holders of such shares.

153. *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.

154. *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.

155. *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.

156. *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.

157. *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.

158. *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.

159. *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 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 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-first day of May, 1926:—

G. K. LOGAN.

P. T. ADAMS.

A. J. C. LINTOTT.

WM. A. HEALE.

W. H. MARSHALL.

H. C. LEAR.

W. W. NELSON.

Witness to the above signatures :

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF ST. MARTIN'S TEA AND RUBBER COMPANY, LIMITED.

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092 ✓ for these publications

The name of the Company is "ST. MARTIN'S 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—
 - (1) To purchase, or otherwise acquire the St. Martin's Group of estates, situate in the Rangalla District, of the Island of Ceylon as on and from July 1, 1926.
 - (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 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 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.
F. L. HIRST, Colombo	One
E. C. RICE, Colombo	One
H. G. DONALD, Colombo	One
W. H. GOULSTONE, Colombo	One
J. J. WALL, Colombo	One
STANLEY F. DE SARAM, Colombo	One
J. A. MARTENSZ, Colombo	One
Total Number of Shares taken	Seven

Witness to the above signatures at Colombo, this Twenty-first day of May, One thousand Nine hundred and Twenty-six:

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF ST. MARTIN'S TEA AND RUBBER COMPANY, LIMITED.

It is agreed as follows:—

- (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.
- 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.
- 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 “St. Martin’s Tea and Rubber Company, 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.

(b) *Acquisition of St. Martin’s Group of Estates.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire all that group of estates called and known as St. Martin’s Group, situate in the District of Rangalla, in the Island of Ceylon, as on and from July 1, 1926, 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 anywise 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 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, 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) *Commissions 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 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 recognised.*—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 recognised.*—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 resolution, 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 Transfer.*—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. *Registrations of Person 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 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 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 share, 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) *Shareholder 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, re-allotted, 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) *Certificates 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-allotted, 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 the 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 or favour.

55. *Interest on Unpaid Calls.*—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 and fifty thousand rupees (Rs. 150,000). 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 re-payment 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 Articles 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.

64. (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 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 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 a 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 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.

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 appointor 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.

83. (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:—

St. Martin's Tea and Rubber Company, 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 attorney) except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no 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 Two thousand Five hundred Rupees (Rs. 2,500), 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.

88. (b) As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Three thousand Rupees (Rs. 3,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration 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 James John Wall and Frank Leonard Hirst, both of Colombo, and Reginald Charles Heber Ellis of St. Martin's Group, Rangalla, 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 the 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 six 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 Directors so appointed shall hold office only during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

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 present or past Shareholder.

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said St. Martin's Group of estates, situated in the Rangalla District as on and from the 1st day of July, 1926.

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 St. Martin's Group of estates, 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 taken to 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 of 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 boards 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.

AGENTS AND SECRETARIES.

124. The first Agents and Secretaries of the Company shall be Lipton, Limited.

COMPANY'S SEAL.

125. *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.

126. *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 receipts 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.

127. *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 opened to the inspection of the Shareholders; and no Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by the Ordinance or authorized by the Directors or by a resolution of the Company in general meeting.

128. *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.

129. *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.

130. *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.

131. 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.

132. *Declaration of Dividends, &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 amount 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 right of all parties.

133. *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.

134. *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.

135. (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.

135. (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 of 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 portions and upon such terms in all respects as the general meeting sanctioning the same may direct.

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

137. *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.

138. *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 dividends is payable.

139. *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.

140. *Notice of Dividend: Forfeiture of Unclaimed Dividend.*—Notice of all dividends or bonuses to become payable 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 3 years shall rank as unclaimed dividends.

141. *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.

142. *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.

143. *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.

144. *Qualification of Auditors.*—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.

145. *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 first Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and shall hold their office only until the first Ordinary General Meeting after their respective appointment, or until otherwise ordered by a General Meeting.

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

147. *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.

148. *Casual Vacancy in Office of Auditors 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 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.

149. *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.

150. *Company's Accounts to be opened 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.

151. *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.

152. *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.

153. *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.

154. *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 such persons, and notice so given shall be sufficient notice to all the holders of such shares.

155. *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.

156. *Non-resident Shareholders must register Addresses in Ceylon.*—Every Shareholder resident out of Ceylon shall name and register in the books of the Company and 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.

157. *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.

158. *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.

159. *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.

160. *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 holder 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 the balance in repaying to the holder 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.

161. *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 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 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 provisions 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-first day of May, One thousand Nine hundred and Twenty-six :—

F. L. HIRST, Colombo.

E. C. RICE, Colombo.

H. G. DONALD, Colombo.

W. H. GOULSTONE, Colombo.

J. J. WALL, Colombo.

STANLEY F. DE SARAM, Colombo.

J. A. MARTENSZ, Colombo.

Witness to the above signatures :

PERCIVAL S. MARTENSZ,
Proctor of the Supreme Court, Colombo.

The Arctic Roofing Company (Ceylon), Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, New Imperial Bank buildings, Fort, Colombo, on Tuesday, June 15, 1926, at 2.30 P.M., to consider the future policy of the Company.

By order of the Board,

ALFORD BUCKLE & Co.,
Agents and Secretaries.

Colombo, May 31, 1926.

The Kaluganga Valley Tea and Rubber Company, Limited.**Notice to Holders of Secondary Mortgage Debentures.**

THE Company having decided to redeem 200 out of the 700 existing secondary mortgage debentures of Rs. 500 each, notice is hereby given in accordance with condition No. 3 of the conditions endorsed on the said debentures, that a drawing of debentures will take place at the registered office of the Company, 11, Queen street, Fort, Colombo, on Monday, June 28, 1926, at 12 noon, for the purpose of determining which of the said existing debentures are to be redeemed by the Company.

By order of the Board,

BOIS BROTHERS & Co., LTD.,
Agents and Secretaries.

Colombo, June 3, 1926.

Fentons, Limited.

NOTICE is hereby given that the Sixth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, 1, Union place, Colombo, on Thursday, June 17, 1926, at 3 P.M.

Business.

1. To receive and adopt the report and statement of accounts for the nine months ended December 31, 1925.
2. To declare a dividend.
3. To elect Directors.
4. To elect Auditors.
5. To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from June 4 to 20, 1926, both days inclusive.

By order of the Board,

E. THOMSON,
Secretary.

Colombo, May 31, 1926.

Southern Investments Corporation, Limited.

NOTICE is hereby given that the Seventh General Meeting of this Company will be held at the registered office of the Company, on Friday, June 11, 1926, at noon.

Business.

1. To receive the report of the Directors for the year ended September 30, 1925.
2. To elect a Director.
3. To elect an Auditor and transact any other business that may be duly brought before the Meeting.

Proxies duly stamped and signed should reach this office not later than June 10, 1926.

The Transfer Books of the Company will be closed from June 2 to 10, 1926, inclusive.

By order of the Board of Directors,

M. J. HARDING,
Secretary.

Colombo, June 2, 1926.

Auction Sale under Partition Decree, D. C., Colombo, No. 14,118.

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Monday, July 12, 1926, at 5 P.M., at the spot:—

All that premises with the buildings standing thereon presently bearing assessment Nos. 26 to 21/12 and Nos. 503 to 506, situated at Union place, Slave Island, within the Municipality and District of Colombo, Western Province, and bounded on the north by the property of Noordeen Than bearing assessment No. 36, Vauxhall street; on the east by Government drain; on the south by the property of D. J. Caspersz, bearing Assessment No. 18,

Union place, and a lane; and on the west by the property, of Caldera, bearing assessment No. 138/22, Union place; and containing in extent 24.65 perches according to plan No. 271, dated November 29, 1924, made by P. B. Weerasingha, Special Licensed Surveyor and Leveller.

The above property will be first put up for sale amongst the co-owners at the appraised value thereof, and if no co-owner bids for same, it will be put up immediately thereafter for sale to the highest bidder amongst the public.

For further particulars, apply to A. C. Mohammado, Esq., Proctor, Supreme Court, and Notary, Hulftsdorp, Colombo.

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

Phone: 733.

May 28, 1926.

Auction Sale.

In the District Court of Colombo.

UNDER decree entered and by virtue of commission issued to me in case No. 19,598 of the District Court of Colombo, I shall sell the following land on Friday, June 25, 1926, at 20, Dam street, Colombo, at 4.30 P.M.:—All that allotment of land called Ambagahawatta and Malwattikanda, situated at Dodampitiya, in Walallawiti pattuwa of Pasdun korale west, Kalutara District; containing in extent 19 acres 2 roods and 35 perches.

C. P. AMERASINGHE,
Auctioneer and Broker.

134, Hulftsdorp.

Auction Sale.

Leasehold Interest in Premises No. 61A, Dean's Road, Maradana, Colombo, and all Machinery lying on the said Premises.

BY virtue of the primary mortgaged decree entered in case No. 3,355 of the District Court of Colombo, and the commission issued to me, I shall sell by public auction, on Saturday, June 26, 1926, commencing at 1 P.M., at the spot:—

- (1) The leasehold right, title, and interest of the defendant in and to all that land bearing assessment No. 61A, Dean's Road, Maradana, Colombo, and the buildings standing thereon, under indenture of lease No. 4,322 dated December 19, 1918, attested by Charles Pieris, Notary Public;
- (2) one boiler and steam engine made by Ruston Proctor and Co., Ltd., Lincoln, 14-H. P.;
- (3) one boiler and steam engine made by Marshall Sons and Co., Gainsborough, England, 14-H. P.;
- (4) one saw bench with rubber belt;
- (5) one saw bench with rubber belt made by J. Sagar and Co. Halifax;
- (6) one saw bench with rubber belt made by James Reid and Co., of 101, Leadenhall street, London;
- (7) one planing machine made by John MacDowell Sons of Johnstone, Scotland;
- (8) one planing machine made by J. Sagar & Co., Ltd., Halifax, Yorkshire;
- (9) one vertical saw bench made by John MacDowells and Sons, Johnstone, Scotland;
- (10) one saw bench with big saw made in Ceylon;
- (11) one drilling machine;
- (12) one wood turning machine;
- (13) one drilling machine;
- (14) one grinding stone machine;
- (15) twenty carpenters' benches;
- (16) two teakwood dressing tables;
- (17) seven teakwood chair frames;
- (18) one teakwood clothes horse;
- (19) one small showcase;
- (20) fourteen teak logs;
- (21) four show case frames;
- (22) four unfinished doors;
- (23) one Albion motor lorry No. G96;
- (24) one 14-H. P. engine No. 15,205 made by Marshall and Sons, Ltd.

A. C. KOELMEYER,
Auctioneer and Broker.

Hulftsdorp, Colombo.

Auction Sale under Mortgage Decree in D. C., Colombo, No. 13,365.

BY virtue of the commission issued to me in the above case by the District Court of Colombo, I shall sell the under-mentioned property at the spot, on Monday, June 28, 1926, at 5 P.M., by public auction to the highest bidder.

Property.

All that undivided one-twelfth share of the land called Meegahawatta and Ambagahawatta, both adjoining each

other, situated at Nambadaluwa, in Udugaha pattu of Siyane korale in the District of Colombo, Western Province; containing in extent about 10 acres.

For particulars apply to Messrs D. L. & F. de Saram, Proctors and Notaries, Colombo, or—

May 25, 1926.

D. B. GUNASEKERA,
Auctioneer.

Auction Sale.

AN OPPORTUNITY NOT TO BE MISSED.

Valuable Property, situated at Dam Street (close to the Courts).

UNDER mortgage decree in D. C., Colombo, No. 15,078, under and by virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, June 26, 1926, at 5 a.m. at the spot, the following property, to wit:—

All that allotment of land with the buildings thereon bearing assessment No. 82/656, situated at Dam street, Colombo.

For deeds, &c., please apply to K. T. Chithampalam, Esq., Proctor, Supreme Court, Colombo, or—

119, Hulftsdorp,
Phone: 1,039.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

Auction Sale.

Valuable House and Garden at Urugala.

UNDER and by virtue of the decree entered in case No. 12,517, D. C., Kalutara, and the order for sale issued to me, I shall put up for sale by public auction on Saturday, June 19, 1926, at 10 a.m., at the spot:—

Undivided extent of 1 acre together with all the trees and plantations and the tiled house of 25 cubits standing thereon out of the undivided one-third share of the land called Higgahawatta, situated at Urugala, in the Udugaha pattuwa of the Rajgam korale, in the Kalutara district of the Western Province; and containing in extent about 4 acres.

For further particulars please apply to Herbert D. Perera, Esq., Proctor and Notary, Panadura, or to me—

Panadura, May 29, 1926.

H. THOMAS FERNANDO,
Auctioneer.

Auction Sale.

Valuable Properties in the District of Chilaw and Kurunegala.

UNDER decree in case No. 558, D. C., Negombo, entered in favour of the plaintiff Vena Kana Nana Mawanna Kadiresan Chetty, by his attorney Vena Athimoolam Pulle of Negombo, against the defendant Ratnayaka Mudiyansege Goonatilaka Arachchappuhamy of Metikotuwa, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,074 with interest on Rs. 1,350 at 24 per cent. per annum from October 29, 1925 to December 7, 1925, 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. 1,192 dated June 28, 1924, and attested by R. H. Goonewardene, Notary, by public auction, at the respective spots, on Monday, July 5, 1926, to wit:—

At 2 P.M.

1. The land called Luswatta *alias* Bogahawatta, situate at Metikotuwa, in Otera palata of Pitigal korale south, in the District of Chilaw, North-Western Province, in extent about 1 acre or about 3 acres. Of which lands the portion divided and separated for and in lieu of the undivided 253/384 shares; in extent about 2 acres together with the plantations, buildings, and all the appurtenances thereof.

At 4 P.M.

2. The land Muruthewalawatta, situate at Kohombapola, in Katugampola Meda pattu korale east in Katugampola hatpattu, in the District of Kurunegala, North-Western Province, in extent 3 acres 2 roods and 61 perches, of which land an undivided 1/5 share together with the plantations, buildings, and all the appurtenances thereof.

At 4.30 P.M.

3. The land formed of two contiguous portions called Kosgahawatta and Delgahahenawatta, situate at Kohombapola aforesaid; in extent 7 acres 2 roods and 14 perches of which land an undivided 1/5 share together with the plantations, buildings, and all the appurtenances thereof.

Further particulars from Tudor Ranasinghe, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

Negombo, June 1, 1926.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale.

Property at Godigamuwa.

In the District Court of Negombo.

UNDER decree in case No. 475 D. C. Negombo, entered in favour of the plaintiff Kawanna Kana Nana Supparamaniam Chetty of Negombo, against the defendants (1) Maipalamudunge Pedro Paaris Karunaratna Appuhamy and wife (2) Halahakonara chige Dona Marihamy, both of Pallegama, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 2,668-75, with interest on Rs. 2,500 at 18 per cent. per annum from August 18, 1925, to November 12, 1925, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full and costs of suit, Rs. 188-90, less a sum of Rs. 2820 we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 2,495 dated February 3, 1925, and attested by P. D. F. de Croos, Notary, by public auction at the spot, at 4 P.M. on Saturday, June 26, 1926, to wit:—

An undivided 3/24 shares from and out of the undivided 1/2 share of an allotment of land called Mullayayawatta, situate at Godigamuwa, in Dunugaha pattu of the Alutkuru korale in the District of Negombo, Western Province, which said allotment is in extent about 25 acres.

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

Negombo, June 1, 1926.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale.

In the District Court of Negombo.

Walimuni-dewage Romel Fernando of Boragoda-watta Plaintiff.

No. 669.

Vs.

Alawaladewage Jokino Fernando of Nilpanagoda Defendant.

UNDER decree in the above case and by virtue of the order to sell issued to us in the above case for the recovery of the amount therein stated, we shall sell by public auction at the spot, at 4 P.M., on June 25, 1926, the under-mentioned property mortgaged by bond No. 9,370 dated December 28, 1915, attested by D. M. P. R. Sennayaka, Notary Public, as primary mortgage, to wit:—

An undivided 1/2 share of the divided Southern portion of the two contiguous lands called Kahatagahawatta and Kosgahawatta, situate at Boragodawatta, in Dasia pattuwa of the Alutkuru, in the District of Negombo; bounded on the north by a portion of this land belonging to Walimuni-dewage Sardiel Fernando, east by garden belonging to the late Kalahakurudewage Sanchia and others, south by the land belonging to the said Sanchia and by the field belonging to Sardiel Fernando, and west also by the field belonging to the said Sardiel Fernando; containing in extent about 2 acres, together with the buildings and plantations standing thereon.

For further particulars please apply to R. A. Perera, Esq., Proctor, Negombo, or—

Negombo, May 25, 1926.

K. L. PERERA & SON,
Auctioneers.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 23,524 of the District Court of Galle, in favour of Moona Kuna Mana Moona Ramanathan Chetty of Galle, against Bambarawane Liyanage Peiris de Silva of Bope, and the order to sell issued therein, I shall sell by public auction at the several spots, the following property declared

bound and executable for the recovery of Rs. 6,039.52 with interest at 9 per cent. per annum from March 22, 1926, and costs of suit, on the dates and at the hours hereinafter mentioned, viz. :—

On June 26, 1926, at 2.30 P.M.

An undivided 351/448 part of all the trees and soil of the land Kahadoowegewatta together with the masonry built tiled house of 15 cubits standing on the said land bearing assessment No. 271, situate at Bope, within the Four Gravets of Galle; in extent about 3 1/2 acres.

On July 3, 1926, commencing at 2.30 P.M.

All the fruit trees and soil of the land Bataganwilawatta *alias* Walauwewatta and the thatched house of 9 cubits standing thereon, situate at Bope aforesaid; in extent 3 roods and 36/100 perches.

The undivided 1/2 of 1/2 and 1/2 of 1/2 parts of the defined 1/2 portion of the land Bataganwilawatta *alias* Walauwewatta, situate at Bope aforesaid; in extent 3 roods and 30.6 perches.

CHAS. M. GOONASEKERA,
Auctioneer.

Galle, June 1, 1926.

Auction Sale.

In the District Court of Kurunegala.

S. P. R. M. Ramanathan Chetty of Narammala... Plaintiff.

No. 9,103. Vs.

(1) Manikkuge Manivel Silva of Hittarapola (dead),
(2) M. Nelie Nona, (3) M. Adulle Silva, (4) M. Magilin Nona, by their guardian *ad litem* Richard de Silva... Substituted Delendants.

UNDER and by virtue of the decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree, on Saturday, June 19, 1926, at 2 P.M., on the spot :—

Two undivided 1/2 share of Kongahamulahena, now garden, of 7 lahas kurakkan sowing extent, situate at Hittarapola in Angomu korale.

Further particulars from me—

T. B. AMUNUGAMA,
Licensed Auctioneer.

Kurunegala, May 13, 1926.

Auction Sale.

In the District Court of Kurunegala.

Rajapaksa Appuhamillage Don Euthelis Appuhamy of Kalugonaiwa... Plaintiff.

No. 10,675. Vs.

Basnayaka Mudiyansele Sri Banda of Kandegedera, Dewamed Udukaha korale... Defendant.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree, on Monday, June 21, 1926, at 4 P.M. at Ginipenda temple premises :—

1. Dombagahakumbura of 2 pelas paddy sowing and thereto adjoining garden of 2 lahas kurakkan sowing, both situate at Kandegedera aforesaid, an undivided 2/3 of the field 1/2 of the high land and of the plantations thereon.

2. Hapugahayyakumbura of 2 pelas and 5 lahas paddy sowing, situate at the said village, an undivided 1/2 share.

Further particulars from me—

T. B. AMUNUGAMA,
Licensed Auctioneer.

Kurunegala, May 21, 1926.

Auction Sale.

In the District Court of Kurunegala.

A. V. V. E. Airavan Chetty of Kurunegala... Plaintiff.

No. 10,140. Vs.

(1) Liyanage Don Ross Masia Perera Hamine, (2) Don Paul Wijesinghe Appuhamy, (3) R. M. Dharmalingam Pille of Kurunegala, (4) D. M. Ukku Menika of Palawalpola... Defendants.

UNDER and by virtue of the decree entered in the above case and by virtue of order issued to me for the

recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree, on Tuesday, June 22, 1926, commencing at 4 P.M., on the first land herein below :—

1. Hitinagederawatta of about 6 seers kurakkan sowing and thereto adjoining Lindagawa kumbura of 3 pelas paddy sowing, both situate at Palawalpola, together with the plantations and houses thereon.

2. Millawanapitiyewatta of about 6 seers kurakkan sowing, situate at Wilgoda with everything thereon.

Further particulars from me—

T. B. AMUNUGAMA,
Licensed Auctioneer.

Kurunegala, May 19, 1926.

Auction Sale.

In the District Court of Kurunegala.

(1) K. M. P. R. Kumarappa Chetty, and (2) K. M. P. R. Peris Carpen Chetty, by their attorney S. P. K. N. Natchiappa Chetty of Kurunegala... Plaintiffs.

No. 10,983. Vs.

(1) Mapa Mudiyansele Mudalihamy *ex* Vidane, (2) Alagiawanna Mchattallage Don Maniwel Appuhamy, both of Dambadeniya... Defendants.

UNDER and by virtue of decree entered in the above case and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree, on Wednesday, June 23, 1926, commencing at 4 P.M., near the Dambadeniya school :—

Kahatagahamulahena, now garden, of about 2 lahas kurakkan sowing extent, with all the plantations thereon.

2. Kosgahamulawatta of about 2 1/2 lahas kurakkan sowing together with the plantations thereon.

3. Pothupitiange kumbura of 1 amunam paddy, all situate at Dambadeniya in Dambadeni Udukaha korale west.

Further particulars from me—

T. B. AMUNUGAMA,
Licensed Auctioneer.

Kurunegala, May 25, 1926.

Cancellation and Revocation of Power of Attorney.

NOTICE is hereby given that the Power of Attorney No. 3,564 dated July 31, 1924, and attested by Mr. G. T. Karaiy of Colombo Notary Public, whereby I appointed Saminathan Chetty, son of Alagappa Chetty of Sea Street, Colombo, my attorney in Ceylon, has been cancelled and revoked, and that the said Saminathan Chetty, son of Alagappa Chetty, has ceased to be my attorney from this day.

A. V. R. M. S. P. SUPRAMANIAM CHETTY.

Colombo, May 29, 1926.

Appointment of Attorneys.

WE the undersigned Merennage William Fernando, Goniamalimige Albert Aponso, Goniamalimige Richard Appuhamy, Goniamalimige Charles Peter Aponso, carrying on business under the name and style of M. G. General Merchants and Commission Agents, &c., Kandy, do hereby inform all whom it may concern, that by deed, poll, or power of attorney No. 2,966 dated December 7, 1925, and attested by M. B. E. Seneviratne of Kandy, Notary Public, we have nominated, constituted, and appointed Merennage William Fernando, Goniamalimige Charles Peter Aponso, and Goniamalimige Solomon Aponso, as attorneys to act for and on behalf of the said firm, and all deeds, bills, receipts, and other documents relating to transactions by and with the said firm should bear the signatures of the said first named attorney, Merennage William Fernando and one of the other two attorneys.

M. W. FERNANDO,
M. A. APONSO,
M. R. APONSO,
CHAS. P. APONSO.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at the Kochchikade Warehouse beyond the time allowed by law, will be sold by public auction on Tuesday, June 29, 1926, at 1 p.m., unless previously cleared. Goods sold must be cleared on or before Friday, July 2, 1926 :—

Serial No.	Vessel.	Date of Landing.	Marks.	Number and Description of Packages.
7	ss. Surada	December 29, 1925	P S L G B O	1 package machinery
11	ss. Kalyan	March 1, 1926	C C C	3 bags sulphate ammonica
15	ss. Begum	February 26, 1926	A L or nil	2 bundles dates (empty)
17	ss. Manora	March 2, 1926	P & Co. or D & Co.	1 case
18	ss. Gambada	March 4, 1926	Nil	1 cask alum
			S S V in a diamond	1 bag oilcake manure
				1 bag pollard
				1 bag gram
				1 bag masoor
20	ss. Maur	March 15, 1926	V B S outside the triangle	1 case cycle parts
22	ss. Madura	March 30, 1926	S A M or nil	1 bag manure
23	ss. Sirsa	March 20, 1926	J D & Co.	1 case cloth lined paper

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

C. H. COLLINS,
for Principal Collector.

Sale of Goods.

NOTICE is hereby given that the under-noted packages which have been lying at the Baggage Office beyond the time allowed by law, will be sold by public auction on Tuesday, June 22, 1926, at 1 p.m., unless previously cleared. Goods sold must be cleared on or before Friday, June 25, 1926 :—

Date. 1926.	S. R. No.	Name.	Vessel.	Number and Description of Packages.
Jan. 6	368	Miss E. L. Basham	ss. Narkunda	1 chair
Jan. 9	550	H. Faliesh	ss. Maloja	1 chair
—	551	Nil	do.	1 chair
Jan. 22	1,119	Miss G. H. Pearce	ss. Cathay	1 chair
Jan. 26	1,336	From Sub-Collector	Talaimannar	1 small case
Jan. 27	1,492	Miss Stegar Kimburg	ss. Orama	1 revolver
Jan. 29	1,597	M. K. M. Hassen	ss. Kitano Maru	1 parcel

H. M. Customs,
Colombo, May 26, 1926.

C. H. COLLINS,
for Principal Collector.

Loss of Firearms.

NUWARA ELIYA DISTRICT.

One single-barrelled muzzle-loading gun, licensed under No. B 42567, and bearing No. 16483 on stock.

Owner: Gommenegedara Muhandirama, Kalaganwatta in Walapane.

Remarks: Gun reported to be lost.

The Kachcheri,
Nuwara Eliya, May 25, 1926.

C. HARRISON-JONES,
Assistant Government Agent

HAMBANTOTA DISTRICT.

One double-barrelled breach-loading gun by J. W. Needham, bearing No. 5073 marked on the barrel.

Owner: T. K. Doole of Kirinda.

Lost in May, 1926.

Two single-barrelled cap gun bearing No. M 825 on the stock.

Owner: Katuwana Gamage Dingibabun of Attanayala.

Lost in December, 1925.

The Kachcheri,
Hambantota, May 24, 1926.

M. W. MORGAPPAH Jr.,
for Assistant Government Agent.

RATNAPURA DISTRICT.

Description of property: One single-barrelled cap gun, No. 32.14 marked on the stock.

Number of licence: 400/A 60152.

Owner: Pinumkarage Upendara of Kendangamuwa, Ihalagama.

Remarks: Reported to have been stolen from a watch hut.

Description of property: One single-barrelled cap gun, No. 257 on stock.

Number of licence: 257/A 41907.

Owner: Abeywickrema Dissanayake Don Siyadoris of Embilipitiya.

Remarks: The gun is lost.

The Kachcheri,
Ratnapura, May 25, 1926.

J. M. DE SILVA,
for Government Agent.

Description of property: One single-barrelled muzzle-loading gun, No. 1185 on stock.

Number of licence: 1185 KA.

Name of Owner: Magilikande Malhamillaye Podiya of Gilimale.

Remarks: Gun said to have been stolen on May 14, 1926.

The Kachcheri,
Ratnapura, May 28, 1926.

J. M. DE SILVA,
for Government Agent.

Index No.	Writing.	Arithmetic.	English	Geography.	History.	Bookkeeping.	Shorthand.	Drawing.	Needlework.	Mathematics.	Sinhalese.	Tamil.	Nature Study.	Elementary Science.	Physiology and Hygiene.	Result of whole Examination.
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336	p
337	p
338	p
339	p
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341	p
342	p
343	p
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Index No.	Writing.	Arithmetic.	English	Geography.	History.	Bookkeeping.	Shorthand.	Drawing.	Needlework.	Mathematics.	Sinhalese.	Tamil.	Nature Study.	Elementary Science.	Physiology and Hygiene.	Result of whole Examination.
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Index No.	Writing.	Arithmetic.	English.	Geography.	History.	Bookkeeping.	Shorthand.	Drawing.	Needlework.	Mathematics.	Sinhalese.	Tamil.	Nature Study.	Elementary Science.	Physiology and Hygiene.	Result of whole Examination.
755	p	p	p	p	p							p				p
756	p	p	p	p	p							p				p
757	p	p	p	p	p							p				p
758	p	p	p	p	p							p				p
759	p	p	p	p	p							p				p
760	p	p	p	p	p							p				p
761	p	p	p	p	p							p				p
762	p	p	p	p	p							p				p
763	p	p	p	p	p							p				p
764	p	p	p	p	p							p				p
765	p	p	p	p	p							p				p
766	p	p	p	p	p			p				p				p
767	p	p	p	p	p							p				p
768	p	p	p	p	p							p				p
769	p	p	p	p	p							p				p
770	p	p	p	p	p			p				p				p
771	p	p	p	p	p							p				p
772	p	p	p	p	p							p				p
773	p	p	p	p	p							p				p
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775	p	p	p	p	p							p				p
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789	p	p	p	p	p			p				p				p
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794	p	p	p	p	p						p					p
795	p	p	p	p	p						p					p
796	p	p	p	p	p						p					p
796A	p	p	p	p	p						p					p
797	p	p	p	p	p						p					p
798	p	p	p	p	p						p					p
799	p	p	p	p	p						p					p
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801	p															
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804	p															
805																

Education Office,
Colombo, May 25, 1926.

L. MCD. ROBISON,
Acting Director of Education.

Mallakam Central Vernacular Mixed School.

READ the late Mr. M. Subramaniam, J.P., for Dr. C. M. Vanigasegaram in line 3 of the notice appearing in page 1465 of Gazette No. 7,523 of April 30, 1926.

L. MCD. ROBISON,
Acting Director of Education.

Education Office,
Colombo, June 2, 1926.

C/Ambalangoda Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. Don Agonis Abeysingha for a grant in aid of the above school, which is situated in Salpiti korale, Colombo District, of the Western Province.

Observations will be received not later than June 29, 1926.

L. MCD. ROBISON,
Acting Director of Education.

Education Office,
Colombo, May 28, 1926.

Putupaula Estate School.

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

Observations will be received not later than July 4, 1926.

L. MCD. ROBISON,
Acting Director of Education.

Education Office,
Colombo, June 4, 1926.

Change of Management.

NOTICE is hereby given that Mr. L. E. Blaze has been appointed Manager of the St. Clare's College, Wellawatta, in place of Miss R. M. A. Marshall.

L. MCD. ROBISON,
Acting Director of Education.

Education Office,
Colombo, June 1, 1926.

Incorporation of "The Hindu Board of Education."

NOTICE is hereby given that a Bill is being introduced into the Ceylon Legislative Council for the incorporation of "The Hindu Board of Education." The general nature of the Bill is to incorporate the Hindu Board of Education which is a Board established for the purpose of starting Shiva Schools where they are needed, to take charge and maintain such schools as are handed over to it and to encourage the study of Tamil Literature, Music, and Drama.

The need for a Board of this kind which should organize and co-ordinate the scattered efforts of private individuals to promote education has long been felt. The Board was established about two years ago and has now under its management 25 schools (aided and unaided). Its owns property both movable and immovable. The title in such property is vested in certain individuals who hold the same as trustees on behalf of the Board. It is desirable that the properties should be vested in an incorporated Board of Directors. The draft Ordinance was approved by the Board of Directors at a Meeting held on February 28, 1926.

W. DUR AISWAMY,
Mover of the Bill.

Interruption to Traffic on Main Roads.

IT is hereby notified that the level crossing at the 66½ mile Kadugannawa-Peradeniya road, will be relaid on Sunday, June 13, 1926, between 10.45 A.M. and 2.15 P.M.

No vehicular traffic can pass between these times.

Public Works Office, S. J. KIRBY,
Colombo, June 2, 1926. for Director of Public Works.

Sale of Minor Forest Produce.

THE right to collect the forest produce specified in the appended schedule during the period commencing on October 1, 1926, and ending on September 30, 1927, from the Crown lands situated in the districts specified will be sold by public auction by the Divisional Forest Officers of the respective divisions on the dates and at the places mentioned in the said schedule. The right in respect of the several products may be sold separately or collectively at the discretion of the Divisional Forest Officers.

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

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

Bids up to Rs. 100.

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

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

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

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

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

Bids over Rs. 1,000.

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

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

5. The balance of the purchase amount, if any, shall be paid as specified in condition 3.

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

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

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

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

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

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

SCHEDULE.**1.—Central Division.**

(1) *Area for Exploitation*: The Matale Revenue District.

Produce: (a) Avarai or ponnavaaram bark (ranawara).

(b) Binkohomba.

(c) Honey and beeswax.

Sale at the Range Forest Office, Matale, at 10 A.M. on Thursday, June 24, 1926.

(2) *Area for Exploitation*: Tispane korale in Nuwara Eliya District.

Produce: Cardamoms.

Sale at the Divisional Forest Officer, Nuwara Eliya, at 10 A.M. on Monday, June 28, 1926.

2.—Southern Division West.

(1) *Area for Exploitation*: Hiniduma, Habarakada, Opata, Nellawa, Dellawa, and Kanneliya divisions of Hinidum pattu of Galle District.

Produce: (a) Tapping of kitul trees for sweet toddy.

(b) Honey and beeswax.

(c) Cardamoms.

(d) Dorana oil.

(2) *Area for Exploitation*: Talpe pattu, Galle District, excluding the Vidane Arachchi's divisions Ahangama, Habaraduwa, Koggala, and Talpe.

Produce: (a) Tapping of kitul trees for sweet toddy.

(b) Honey and beeswax.

(c) Dorana oil.

(3) *Area for Exploitation*: Ambana Vidane Arachchi's division of Wellaboda pattu of Galle District.

Produce: (a) Tapping of kitul trees for sweet toddy.

(b) Honey and beeswax.

(c) Dorana oil.

(4) *Area for Exploitation*: Gangaboda pattu, Galle District, excluding the Malambura Reserve and Baddegama Vidane Arachchi's division.

Produce: (a) Tapping of kitul trees for sweet toddy.

(b) Honey and beeswax.

(c) Dorana oil.

(5) *Area for Exploitation*: Elpitiya, Veihena, Horanagalla, Uragama, and Opata-Vidane Aachchie's divisions of Bentota-Walallawiti korale, Galle District.

Produce: (a) Tapping of kitul trees for sweet toddy.

(b) Honey and beeswax.

(c) Dorana oil.

The sales of items 1 and 2 will be held at the Divisional Forest Office, Galle, at 2 P.M. on Tuesday, June 22, 1926, and items 3, 4, and 5 at the Range Forest Office, Karadeniya, at 2 P.M. on Thursday, June 24, 1926.

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

3.—Southern Division (East).

(1) *Area for Exploitation*: The Morawak korale of the Matara District.

Produce: Tapping of kitul trees for sweet toddy.

(2) *Area for Exploitation*: Weligama korale of the Matara District.

Produce: Tapping of kitul trees for sweet toddy.

Note.—This produce will be sold separately in each of the following Vidana Arachchie's divisions:—Porambakananka, Tepudeniya, Akuressa, Maliduwa, Diyalapa, and Maramba.

Sales: (1) and (2) at the Akuressa Resthouse, at 2.30 P.M. on Wednesday, June 23, 1926.

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

(3) *Area for Exploitation*: The Revenue District of Hambantota and the Province of Uva, exclusive of the Yalagama sanctuary and the Resident Sportsmen's Reserve, in the Hambantota District of the Southern Province.

Produce: Avarai or ponnawaram bark (ranawara).

(4) *Area of Exploitation*: The Revenue District of Hambantota, exclusive of the Yalagama sanctuary and the Resident Sportsmen's Reserve.

Produce: Honey and beeswax.

Sales: (3) and (4) will be held at the Range Forest Office, Hambantota, at 2 P.M. on Friday, July 16, 1926.

4.—Northern Division.

Area for Exploitation: The Northern Province, exclusive of reserved forests, areas in charge of public bodies and road reservations of public roads.

Produce: (a) Avarai or ponnawaram bark (ranawara).

(b) Honey and beeswax.

(c) Pillaikathalai leaves.

(d) Bones.

(e) Punchan, nanthi, omari and umiri.

(f) Green leaves for manuring purposes, exclusive of leaves of scheduled trees and of avarai and kavothy plants in the Island of Delft.

Sale at the Divisional Forest Office, Jaffna, at 10 A.M. on Monday, July 5, 1926.

5.—Eastern Division (South).

Area for Exploitation: The Revenue District of Batticaloa.

Produce: (a) Avarai or ponnawaram bark (ranawara).

(b) Vempadampattai or vempadam bark.

(c) Kandalpattai (mangrove bark).

(d) Paypudal (dummella).

(e) Honey and beeswax.

(f) Binkohomba (nilavempu).

(g) Gallnuts.

Sale at the Divisional Forest Office, Batticaloa, at 2 P.M. on Wednesday, July 14, 1926.

6.—Eastern Division (North).

Area for Exploitation: The Revenue District of Trincomalee, exclusive of Kantali Reserve.

Produce: (a) Avarai or ponnawaram bark (ranawara).

(b) Vempadam pattai or vempadam bark.

(c) Kandalpattai or mangrove bark.

(d) Paypudal (dummella).

(e) Honey and beeswax.

(f) Binkohomba (nilavempu).

(g) Bones.

Sale: At the Divisional Forest Office, Trincomalee, at 11 A.M. on Friday, July 9, 1926.

7.—North-Western Division.

(1) *Area for Exploitation*: The Revenue District of Kurunegala.

Produce: (a) Avarai or ponnawaram bark (ranawara).

(b) Mi seeds.

(c) Honey and beeswax.

(d) Binkohomba.

(e) Paypudal (dummella).

(f) Bones.

(g) Wild cinnamon.

Sale: At the Divisional Forest Office, Kurunegala, at 11 A.M. on Monday, June 8, 1926.

(2) *Area of Exploitation*: The Revenue District of Chilaw.

Produce: (a) Avarai or ponnawaram bark (ranawara).

(b) Kandalpattai (mangrove bark).

(c) Honey and beeswax.

(d) Bones.

(e) Wild cinnamon.

Sale: At the Range Forest Office, Chilaw, at 10 A.M. on Wednesday, June 30, 1926.

(3) *Area of Exploitation*: The Revenue District of Puttalam exclusive of the Wilpotuwewa Game Sanctuary.

Produce: (a) Avarai or ponnawaram bark (ranawara).

(b) Kandalpattai (mangrove bark).

(c) Binkohomba.

(d) Honey and beeswax.

(e) Bones.

(f) Wild cinnamon.

Sale: At the Range Forest Office, Puttalam, at 11 A.M. on Tuesday, June 29, 1926.

8.—North-Central Division.

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

Produce: (a) Avarai or ponnawaram bark (ranawara).

(b) Binkohomba.

(c) Mi seeds.

(d) Honey and beeswax.

(e) Paypudal (dummella).

(f) Bones.

Sale: At the Divisional Forest Office, Anuradhapura, at 2.30 P.M. on Wednesday, July 7, 1926.

9.—Uva Division.

Area for Exploitation: The Province of Uva.

Produce: (a) Binkohomba.

(b) Gallnuts (aralu or kadukkai).

(c) Honey and beeswax.

(d) Wild cinnamon.

(e) Bones.

(f) Divul fruits.

(g) Mi seeds.

(h) Vadakaha (calamus).

Sale: At the Divisional Forest Office, Haputale, at 2 P.M. on Monday, July 12, 1926.

Note.—For avarai or ponnawaram bark (ranawara) the right will be sold at Hambantota, together with that of the Revenue District of Hambantota, exclusive of the Yala Game Sanctuary and the Resident Sportsmen's Reserve.

10.—Sabaragamuwa Division.

Area for Exploitation: The Province of Sabaragamuwa.

Produce: (a) Honey and beeswax.

(b) Binkohomba.

(c) Gallnuts (aralu or kadukkai).

(d) Kitul fibre.

(e) Weniwel.

(f) Bones.

(g) Wild cinnamon.

(h) Wild cardamoms.

Sale: At the Divisional Forest Office, Ratnapura, at 1.30 P.M. on Friday, July 2, 1926.

11.—The Whole Island.

Area for Expolitation : Crown forests in the whole Island, exclusive of reserves, Game Sanctuaries, and the Resident Sportsmen's Reserve, in the Hambantota District.

Produce : Strychnos nux vomica, kanchurankottai, godakaduru.

Sale : At the Divisional Forest Office, Western Division, Colombo, at 2 P.M. on Monday, July 19, 1926.

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

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, June 1, 1926.

Rinderpest.

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

N. W. MORGAPPAH, JR.,
The Kachcheri, for Assistant Government Agent.
Hambantota, May 28, 1926.

Rinderpest.

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

N. W. MORGAPPAH, JR.,
The Kachcheri, for Assistant Government Agent.
Hambantota, May 28, 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.

The Kachcheri, E. T. MILLINGTON,
Ratnapura, May 30, 1926. Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Kalalgomuwa in Gampaha East in Uda Dumbara korale of Kandy District of the Central Province : It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Waragaspiya-kadura, south by Totupela-ela, east by Pitawela-oya, west by Nungela-ela and Bibila-ela.

This declaration shall take effect from the date hereof.

H. B. RAMBUKWELLA,
May 28, 1926. Ratemahatmaya, Uda Dumbara.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Alutnuwara wasama in Bintenna korale of Bintenna division of the Province of Uva : I, W. Madugalla, Ratemahatmaya of Bintenna division, do hereby proclaim under the provisions of section 5 (1) and (2) of Ordinance No. 25 of 1909, that the area, the limits of which are specified below, is an infected area :—

Boundaries.

North : Road to Sorabora from Elawela.

East : Diyabana-oya.

South : Dambara-oya.

West : Mahaweli-ganga.

This declaration shall take effect from the date hereof.

W. MADUGALLA,
May 19, 1926. Ratemahatmaya Bintenna.

Foot-and-Mouth Disease.

WHEREAS by the proclamation dated May 1, 1926, the area at Adippola in Pitigal korale north was declared an infected area ; and whereas foot-and-mouth disease no longer exists in the said area, and it is hereby declared free from foot-and-mouth disease, and be no longer an infected area.

J. E. COREA,
May 31, 1926. Mudaliyar, Pitigal Korale North.

SALES OF TOLL AND OTHER RENTS.

Halpatota Ferry Rent, 1926-27.

NOTICE is hereby given that the Government Agent for the Southern Province will receive sealed tenders for the purchase of the under-mentioned Toll Rent of the Southern Province from October 1, 1926, to September 30, 1927.

2. The tenders, which must be in sealed envelopes, superscribed "Tender for Toll Rents," will be received at the Galle Kachcheri until 2 P.M. on Friday, June 25, 1926, when they will be opened, and all persons making tender will be required to be present, or to satisfy the Government Agent by some duly accredited agents that the tender is *bona fide*. The Government Agent reserves to himself the right of rejecting any or all tenders, and of selling the rent by public auction on the same day if no satisfactory tender is received.

3. The person whose tender is selected by the Government Agent for subnission to the Hon. the Contrroller of Revenue will be required to deposit at once one-tenth of the purchase amount in cash ; and, should the tender be accepted by the Contrroller of Revenue, to furnish approved security for one-half of the whole purchase amount, or in cash for one-third of the whole purchase amount, within thirty days of the date of the receipt by him of the notification of the acceptance of his offer.

4. If security be given in cash, the amount deposited on the day of sale shall be allowed to count as part of the four months' rent which the purchaser has to deposit as security.

If, however, security be given in land, the cash deposit shall be retained as security additional to the landed property mortgaged with the Government Agent, and shall be hypothecated with it.

5. He will further be required to deposit money to pay the fees of the Crown Counsel for examining and giving his opinion on the title deeds of the properties tendered by him as security, and for examining and settling the security bond, and the expenses of appraising the properties and of registering the security bond.

6. He will be further required to exhibit a red light on both sides of the toll bar visible at a distance of 100 yards.

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

GOVERNMENT TOLL.

Galle District.—The ferry toll at Halpatota.

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

The Kachcheri,
Galle, May 25, 1926.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office,
Colombo, June 1, 1926.

G. H. N. SAUNDERS,
Financial Assistant to the Chairman, Municipal Council.

SCHEDULE.

Date of Sale : June 30, 1926.

Premises No.	Street.	Quarter and Year.	Time of Sale.
110/88 (1)	Galle	4th quarter, 1925	A.M. 8. 0
922/689(1-11)	Pamankada	do.	8.30

MUNICIPALITY OF KANDY.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves seized in virtue of a warrant issued by the Chairman of the Municipal Council of Kandy, in terms of the 137th clause of the Ordinance No. 6 of 1910, for arrears of consolidated and Police and lighting rates due on the premises for third quarter, 1925, and of which particulars are given in the under-mentioned lists, will be sold by public auction on the spot in the order and time stated, unless in the meantime the amount of the rates, and taxes, and costs be duly paid.

The Municipal Office,
Kandy, June 1, 1926.

By order, JAS. JAYETILLEKE,
Secretary.

List A.—On Friday, July 2, 1926, commencing at the first-named premises at 8 A.M.

List B.—On Saturday, July 3, 1926, commencing at the first-named premises at 8 A.M.

List C.—On Monday, July 5, 1926, commencing at the first-named premises at 8 A.M.

List D.—On Tuesday, July 6, 1926, commencing at the first-named premises at 8 M.M.

No.	Description of Property.	No.	Description of Property.	No.	Description of Property.
List A.— <i>Old Matale road.</i>		<i>Lewella road.</i>		List C.— <i>Ley-ula.</i>	
8	House and land	28, 29, 32-35	Lands	29, 39	Houses and lands
<i>Aruppola.</i>		40 to 41a & b & 43	Do.	77	Land
17, 21, 25, 26, 28	Lands	49 & 50	Do.	<i>Dodanwela.</i>	
34, 35, 39 & 40, 43,	Lands	54a	House and land	49	House and land
& 44	Lands	<i>Lady Anderson's road.</i>		70a	Land
53, 58, 69	Do.	29	House and land	List D.— <i>Mulgampola.</i>	
<i>Watapuluwa.</i>		<i>Yatinuwara Talwatta.</i>		16	Land
21, 25, 87 & 88, 176	Houses and lands	3	House and land	<i>Peradeniya road.</i>	
List B.— <i>Malabar street.</i>		8-11 & 13	Lands	171, 222 to a-d	Houses and lands
14 & 15, 47, 83	Houses and lands	29a to 30a	Do.	230 to 232	Do.
<i>Hewaheta Talwatta.</i>		34 & 35, 59 & 60,	Do.	297, 328, 390, 576	Do.
11, 11b	Houses and lands	64	Do.	614a, 618, 643	Do.
				779, 860 & a	Do.
				879, 880 & 882	Do.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office on Saturday, April 24, 1926, at 1.15 p.m., pursuant to Notice dated April 19, 1926.

Present : Mr. L. W. C. Schrader, Chairman ; Mr. D. G. Goonewardene, M.B.E. ; Mr. D. W. Subasinghe ; Mr. C. E. de Vos ; Mr. J. E. Perera ; Mr. D. I. Durham ; Mr. C. L. Wickramasinghe ; Dr. E. P. Aserappa ; and Mr. W. W. Morgan.

1. The Minutes of the General Meeting of March 13, 1926, a copy thereof having been furnished to each member, were taken as read and confirmed.

Before taking up the business for the day, the Chairman made a statement regarding the outbreak of smallpox in Galle. The first case, which was concealed at No. 29, Mahamodera, was discovered on March 20. The case proved fatal. Twenty-two cases have occurred to date ; of these, 19 cases occurred within 20 days—the period of incubation—of the first case. Inspector Anthonisz, a direct contact in the discharge of his duties, also contracted the disease. The services of an Inspector of the Sanitary Department were obtained for smallpox duty.

Resolved that a vote of Rs. 2,500 be sanctioned for expenses connected with the outbreak of smallpox.

2. Pursuant to notice, Mr. D. G. Goonewardene, M.B.E., asked the following questions :—(1) Has the Chairman any information to give with regard to the financial aid asked from Government for improving the water supply of the town ? (2) If not, will the Chairman be so good as to ascertain how the matter stands now ?

The Chairman replied :—(1) There has been an inquiry from the President, Local Government Board, through the Colonial Secretary, as to Mr. Thyne's reasons for recommending a 10-inch main instead of the duplication of the 8-inch main. That information has been furnished. (2) The reply to (1) indicates that Government evidently is considering the Council's application.

3. The following motion stood in the name of Mr. D. I. Durham :—“ That this Council write to the Director of Public Works asking him if he would kindly give the reason for the sudden stoppage of work on No. 3 Jetty and to state when work is likely to be resumed.

With the permission of the Council Mr. Durham withdrew the motion for the present.

4. Pursuant to notice, Mr. D. G. Goonewardene, M.B.E., moved:—(i.) Now that the Public Works Department has taken over from the Provincial Road Committee the maintenance and upkeep of that section of the Galle-Baddegama road lying outside the Municipal limits, that the Director may be requested to be so good as to take over the section within the Municipal limits also. Mr. D. W. Subasinghe seconded.

The Chairman, Mr. C. E. de Vos, and Mr. D. I. Durham also spoke to the motion, which was put to the meeting and carried.

(ii.) The present distribution of water at nights to various parts of the town not being satisfactory in certain respects, that the Superintendent of Works may be directed to revise the present scheme in consultation with the Provincial Engineer, Member for the Fort Ward and the mover. Mr. J. E. Perera seconded.—Carried.

5. To submit the report of the Special Committee appointed on March 13, 1926, to investigate the question of the drainage of the land acquired for the extension of the hospital, &c.—(1) Submitted; (2) resolved that the report be circulated.

6. To submit the report of the Colonial and Municipal Auditor for the year ending December 31, 1925.—Submitted.

7. Letter No. 6/7,015 of April 1, 1926, from the Hon. the Colonial Secretary, sanctioning the payment of a pension of Rs. 1,766·66 per annum to Mr. L. L. Ludowyk, late Head Clerk and Accountant.—Submitted.

8. To grant, under section 24 of the Municipal Council Pension Rules, a gratuity of Rs. 274·98 to the widow and three minor children of O. de Silva Wijesinghe, late Market Master, who died on November 30, 1925, whilst in the Council's service:—(a) Widow, 3 months' pay at Rs. 45·83, Rs. 137·49; (b) Three minor children, 1 month's pay each, Rs. 137·49; Total Rs. 274·98.

Resolved that the gratuity be granted.

9. Papers relating to the Galle Electric Lighting Scheme:—The Chairman moved that the Council do go into Committee to consider this item. Mr. D. W. Subasinghe seconded.—Carried.

(a) The Chairman read the progress report dated April 15/16, 1926, from the Chief Electrical Engineer.

Resolved that the report be given to the press.

(b) Resolved that Mr. D. G. Goonewardene, M.B.E., Mr. C. E. de Vos, Mr. D. I. Durham, and Mr. W. W. Morgan, with the Chairman do form a Special Committee, to examine the questions incidental to the Electric Lighting Scheme, and matters which may be referred to them from time to time by the Council.

Mr. D. W. Subasinghe moved that the Council do resume and that the resolutions of Council in Committee be adopted. Mr. C. L. Wickramasinghe seconded.—Carried.

10. Letter No. 1733/M. 651 a/s. p. of April 8, 1926, from the Director of Public Works, relative to the tarring of of the main road through Galle:—(a) Submitted; (b) Mr. J. E. Perera moved that the Director of Public Works be kindly requested to reconsider the matter in view of its urgency. Mr. D. W. Subasinghe seconded.—Carried.

11. Papers re departmental fines:—Resolved that fines imposed for neglect of duty, other than for absence without leave and late attendance, should be paid to the Friend-in-Need Society.

The following extracts from the Minutes of the Standing Committees were laid before the Council:—

12.—*Extracts from the Minutes of the Standing Committee on Municipal Works of March 13, 1926.*

(2) Application for the transfer of water service from premises No. 126, Kumbalwella, to No. 27A, Galwadugoda.—Recommended that the application be allowed.

(5) Estimate of Rs. 500 for procuring tools for the Works Department.—Recommended.

(6) Estimate of Rs. 66 for four iron gratings to culverts along Havelock place.—Recommended.

Resolution.

Resolved that the recommendations of the Standing Committee be adopted.

13.—*Extracts from the Minutes of the Standing Committee on Finance and Assessment of March 13, 1926.*

(2) To consider the question of a successor to Mr. L. L. Ludowyk, late Head Clerk and Accountant—(a) Considered memorandum of the Secretary; (b) recommended that the following appointments be made, with effect from April 7, 1926:—Head clerk and Accountant, Mr. F. Abeyratne; Second clerk, Mr. S. G. de Alwis; Third clerk, Mr. M. A. Marikar; (c) that the question of salary be deferred to the next meeting, and that the papers be circulated in the meanwhile.

(4) To write off conservancy fees amounting to Rs. 11·50 for 1925, as per statement, as irrecoverable.—Recommended that a sum of Rs. 11·50 outstanding in respect of conservancy fees for 1925 be written off as irrecoverable.

(5) To consider the question of the purchase of the site of the Fort Market.—Recommended that the site of the Fort market be purchased from the consistory of the Dutch Reformed Church, Galle, for Rs. 8,000.

Resolution.

Resolved that the recommendations of the Standing Committee be adopted.

14. The following documents were laid on the table:—

(1) Statement of receipts and disbursements to end of March, 1926.

(2) Progress report of works done on estimates during March, 1926.

(3) Report of the Inspector of Vehicles on carriages plying for hire during March, 1926.

(4) Diaries of (a) the Medical Officer of Health; (b) the Superintendent of Works; (c) the Inspector of Works; and (d) the Manager, Health Department.

Confirmed:

L. W. C. SCHRADER,
Chairman.

The Municipal Office,
Galle, April 24, 1926.

Minutes of Proceedings of a Special Meeting of the Municipal Council of Galle held in the Municipal Office, on Wednesday, April 28, 1926, at 2 p.m.

Present:—Mr. L. W. C. Schrader, Chairman; Mr. D. G. Goonewardene, M.B.E.; Mr. D. W. Subasinghe; Mr. C. E. de Vos; Mr. D. I. Durham; and Mr. C. L. Wickramasinghe.

The Chairman stated that the meeting was convened, at the instance of Mr. D. G. Goonewardene, to consider what further steps should be taken with regard to the outbreak of smallpox in Galle.

It was resolved:—(1) To request the Director of Medical and Sanitary Services to authorize the Assistant Director of Sanitary Services to visit Galle and advise the Chairman as to the steps to be taken for dealing with the situation, and to let the Council have the services of two additional Sanitary Inspectors; (2) that the washing of clothes in the Keppu-ela between the Nakande bridge and the sea should be prohibited; (3) that the trustee of the Kandewatta mosque be requested to prevent the assembling of people at the mosque; and (4) that there should be regular and continuous house to house inspections in the infected localities.

Confirmed:

L. W. C. SCHRADER,
Chairman.

The Municipal Office,
Galle, May 15, 1926.

**Minutes of Proceedings of a Special Meeting of the Municipal Council of Galle held in the Municipal Office,
on Monday, May 10, 1926, at 1 p.m.**

Present :—Mr. L. W. C. Schrader, Chairman; Mr. D. G. Goonewardene, M.B.E.; Mr. D. W. Subasinghe; Mr. C. E. de Vos; Mr. D. I. Durham; Mr. C. L. Wickremasinghe; and Dr. E. P. Aserappa.

The Chairman stated that the meeting was convened, at the instance of four members, to consider whether special steps are necessary to cope with the continuance of smallpox in Galle.

The Medical Officer of Health, who was present, stated that the situation is well in hand, and everything possible is being done. He did not think there was any necessity to hand over control to the Sanitary Department.

The Provincial Surgeon, Southern Province, confirmed the opinion of the Medical Officer of Health.

It was resolved that (i.) the services of an additional female vaccinator for examination and vaccination of females, should be obtained; and that the female vaccinators be required to furnish daily reports through the Medical Officer of Health of house to house inspections, mention being made of the number of females examined during such inspections; (ii.) after discharge of contacts they should be kept under observation in their own homes for a further period of 12 days, as recommended by the Assistant Director of Sanitary Services; and (iii.) the Superintendent of Police be asked whether the services of the regular Police, instead of Special Constables, cannot be provided for smallpox guard duty

Confirmed :

The Municipal Office,
Galle, May 15, 1926.

L. W. C. SCHRADER,
Chairman.

A.—Statement showing the Total Receipts and Disbursements to end of April, 1926.

REVENUE.	Amount		Actual Receipts.	EXPENDITURE.	Amount		Actual Disbursements.		
	Estimated.				Estimated.				
	Rs.	c.	Rs.		Rs.	c.	Rs.		
Taxes ..	32,880	0	32,977	55	Non-effective charges ..	27,036	0	2,005	59
Rates ..	114,000	0	37,808	67	Administrative charges ..	71,662	0	22,074	61
Licences ..	14,800	0	3,162	0	Health Department :—				
Judicial fines ..	4,000	0	1,591	49	Sanitation Branch ..	3,200	0	2,280	42
Tolls ..	17,945	0	—	—	Conservancy ..	24,783	0	7,372	69
Slaughter-house ..	4,600	0	1,643	79	Scavenging ..	19,024	0	6,261	39
Conservancy ..	24,000	0	8,378	50	Works Department :—				
Markets ..	27,000	0	10,672	94	Annually recurrent ..	45,000	0	12,305	89
Rents ..	6,000	0	2,746	64	Extraordinary ..	13,150	0	1,749	42
Cemetery ..	275	0	120	50	Waterworks ..	4,710	0	538	59
Water ..	3,400	0	1,204	45	Municipal Court ..	2,100	0	555	93
Miscellaneous ..	29,160	0	1,197	24	Markets ..	312	0	177	50
					Slaughter-house ..	1,675	0	470	95
					Cemetery ..	350	0	100	0
					Street lighting ..	10,120	0	2,309	13
					Miscellaneous ..	43,780	0	6,887	78
Total Revenue ..	278,060	0	101,503	77	Total Expenditure ..	266,902	0	65,089	89
Deposits ..	—	—	1,076	14	Deposits repaid ..	—	—	599	75
Advance repaid ..	—	—	425	0	Advances ..	—	—	75,500	0
Total Repaid ..	—	—	103,004	91	Total Disbursements ..	—	—	141,189	64
Cash balance on January 1, 1926 ..	—	—	296,329	91	Cash balance on April 30, 1926 ..	—	—	258,145	18
Total ..	—	—	399,334	82	Total ..	—	—	399,334	82

B.—Surplus and Deficit Account.

	Amount.			Amount.	
	Rs.	c.		Rs.	c.
Expenditure from January 1 to April 30, 1926	65,089	89	Surplus on January 1, 1926	189,601	96
Surplus on April 30, 1926	226,015	84	Revenue from January 1 to April 30, 1926	101,503	77
Total ..	291,105	73	Total ..	291,105	73

C.—Balance Sheet as at April 30, 1926.

LIABILITIES.		Amount.		ASSETS.		Amount.	
		Rs.	c.			Rs.	c.
Deposits ..	..	144,204	34	Cash in Bank :—			
Surplus ..	..	226,015	84	Fixed deposits ..	..	182,525	0
				Current account ..	Rs. 80,387	67	
				Uncashed cheques ..	Rs. 4,867	49	
						75,520	18
				Cash in hand of Shroff ..	..	100	0
				Advances ..	..	112,075	0
Total ..	..	370,220	18	Total ..	..	370,220	18

The Municipal Office,
Galle, May 15, 1926.

ARTHUR ARNDT,
Secretary.

LOCAL BOARD NOTICES.

Prohibition of Motor Omnibus in Sanitary Boards Towns of Kalmunai, Kattankudy, Eraur, and Sammanturai.

THE Sanitary Boards of Kalmunai, Kattankudy, Eraur, and Sammanturai 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 17, 1926.

Sanitary Board Office,
Batticaloa, May 24, 1926.

R. M. DAVIES,
Deputy Chairman.

SCHEDULE.

Kalmunai.

Manalchenai road
P. W. Yard road
Cemetery road
Quarry road
Udayar road
Temple road
Climbers road
Sailan road
Saibo road

Mosque road
Cassim road
Aliar road
Boundary road
Beach road
Ammankoil road
Relief road
New road to Kalmunaikudy

Cross road No. 1
Cross road No. 2
Cross road No. 3
Cross road No. 4
Cross road No. 5
Cross road No. 6
Cross road No. 7

Kattankudy.

Lake road No. 1
Lake road No. 2
Market road
Road to market
Road to new latrine
New road from market
Road to trenching ground

Eraur.

Eraur, Village Tribunal Court road.
Pekker road.
Kaddu Mosque road.
Market road.
Main Mosque road
Eastern Boundary road
Northern Boundary road

Sammanturai.

Sammanturai Veeramunai road
Kallarichehal road
Nellechenai road
Alavakeri road
New Gravelled lane

Withdrawal of a Butcher's Licence.

BY virtue of the powers vested in me under section 7 of Ordinance No. 9 of 1893, I, Edward Trevor Dyson, Assistant Government Agent of the Kalutara District, do hereby withdraw licence No. A 1,541 dated December 10, 1925, issued to Moona Iman Saibo Lebbe of Atulugama, to slaughter cattle and carry on the trade of a butcher at the Horana public market.

The Kachcheri, Kalutara, May 27, 1926. E. T. DYSON,
Assistant Government Agent.

TRADE MARKS NOTICES.

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. 3,554.
(2) Date of Receipt: April 28, 1926.
(3) Applicant (Proprietor of the Trade Mark): THE DUNLOP RUBBER COMPANY, LIMITED (a Company duly incorporated or organized under the laws of Great Britain), Fort Dunlop, Erdington, Birmingham, England; Manufacturers.
(4) Address for service in the Island: The Ceylon Daily News, 18, Baillie street, Fort, Colombo.

- (5) Class: Thirteen.
(6) Goods: Wheels and rims made partially or wholly of iron or steel.
(7) Representation of the Trade Mark:

DUNLOP

Registrar-General's Office,
Colombo, May 25, 1926.

A. W. SEYMOUR,
Registrar-General.

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

Notice regarding Local Option re Hotel Licence and Resthouse Licence at Panadure.

IT is hereby notified for public information that the Assistant Government Agent of the Kalutara District, has appointed the under-mentioned date, time, and place for recording votes for the purpose of ascertaining whether 60 per cent. of the road tax-paying inhabitants of the Urban District Council area of Panadure are opposed to the existence of the Hotel Licence and Resthouse Licence (to sell foreign liquor) at Panadure.

Date of Poll.	Time of Polling.	Place of Poll.	Villages comprised in the U.D.C. Area—
Wednesday, June 30, 1926	8 A.M. to 7 P.M.	The Totamune Mudaliyar's Office, Colombo road	Walana (part), Minuwangpitiya (part), Tantirimulla (part), Udahamullupattiya (part), Kuruppumulla (part), Walapolapattiya (part), Pattiya North, Pattiya South, Wekada (part), Morawinna (part), Nalluruwa (part).

The Kachcheri,
Kalutara, May 29, 1926.

E. T. DYSON,
Assistant Government Agent.

ROAD COMMITTEE NOTICES.

Bevilla-Digowa Estate Cart Road.

NOTICE is hereby given that the Local Committee of the above road having reported to the Provincial Road Committee of the Province of Sabaragamuwa, that the estates interested in the said road have been assessed for the expenditure incurred from January 1 to December 31, 1925, in the maintenance of the said road on the acreages and for the sections at Rs. 2,123.56, as shown in the subjoined schedule, the Provincial

Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 24 of "The Estate Roads Ordinance, No. 12 of 1902," confirmed the assessment made by the Local Committee, which sums the proprietors, managers, or agents of the several estates are hereby required to pay to the Chairman of the Local Committee, Mr. Frank Murray of Digowa estate, Parakaduwa, on or before June 30, 1926, if the same have not already been paid.

SCHEDULE REFERRED TO.
Section A from Digowa Factory to Tatuwalakanda
Boundary, a distance of $\frac{1}{2}$ mile.

Proprietors or Agents.	Estates.	Acreeage.	Contri- bution- Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	97 50
Messrs. L. Bayly and R. G. Talbot	Digowa	541	119 89
Mr. D. D. Pedris, Vimal Villa, Colombo	Donrill	130	28 81
	Total	1,111	246 20

Section B from Tatuwalakanda Boundary to Ambalampitiya
at the Sitawaka-ganga, a distance of $1\frac{1}{2}$ mile.

1st section, 1 mile.			
Proprietors or Agents.	Estates.	Acreeage.	Contri- bution- Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	202 97
Messrs. L. Bayly and R. G. Talbot	Digowa	541	249 57
Mr. D. D. Pedris, Colombo	Donrill	130	59 96
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwala- kanda	340	156 84
Do.	do.	100	23 6
	Total	1,451	691 34
2nd section, $\frac{1}{2}$ mile.			
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	91 73
Messrs. L. Bayly and R. G. Talbot	Digowa	541	112 78
Mr. D. D. Pedris, Colombo	Donrill	130	27 9
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwala- kanda	340	70 88
Do.	do.	100	10 42
	Total	1,551	313 70

Section C from Ambalampitiya at the Sitawaka-ganga
to Bevilla Cart Road, a distance of $2\frac{1}{2}$ miles.

1st section, 1 mile.			
Proprietors or Agents.	Estates.	Acreeage.	Contri- bution- Rs. c.
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	97 71
Messrs. L. Bayly and R. G. Talbot	Digowa	541	120 13
Mr. D. D. Pedris, Colombo	Donrill	130	28 86
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwala- kanda	340	75 50
Do.	do.	100	11 10
Mr. T. A. de S. Wijeratna, Caffoor buildings, Fort, Colombo	Pannila	185	41 8
Messrs. D. C. Wijewardena and D. L. Welikala, Proctor, Avissa- wella	Patberiya	67	14 88
C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambalapitiya	Gangaturiya	30	6 66
W. S. Kadigawa	Kirigalla	20	4 44
	Total	1,783	400 36
2nd section, 1 mile.			
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	83 56
Messrs. L. Bayly and R. G. Talbot	Digowa	541	102 74
Mr. D. D. Pedris, Colombo	Donrill	130	24 69
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwala- kanda	340	64 57
Do.	do.	100	9 50
T. A. de S. Wijeratna	Pannila	185	35 13
Messrs. D. C. Wijewardena and D. L. Welikala, Proctor, Avissa- wella	Patberiya	67	12 72
C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambalapitiya	Gangaturiya	30	5 69
W. S. Kadigawa	Kirigalla	20	3 80
	Total	1,783	336 29
3rd section, $\frac{1}{2}$ mile.			
Nagolla (Ceylon) Rubber and Tea Plantation, Ltd. (Messrs. Carson & Company, Agents)	Manikanda	440	31 55
Messrs. L. Bayly and R. G. Talbot	Digowa	541	38 79
Mr. D. D. Pedris, Colombo	Donrill	130	9 32
The Walakande Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Agents)	Tatuwala- kanda	340	24 39
Do.	do.	100	3 59
	Total	1,551	108 05

Proprietors or Agents.	Estate.	Acreeage.	Contri- bution- Rs. c.
T. A. de S. Wijeratna	Pannila	185	13 27
Messrs. D. C. Wijewardena and D. L. Welikala, Proctor, Avissa- wella	Patberiya	67	4 80
C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambalapitiya	Gangaturiya	30	2 15
W. S. Kadigawa	Kirigalla	20	1 44
	Total	302	21 66
	Grand Total	2,123	56

Summary.

Estates.	Acres.	Section.			Total.
		A. Rs. c.	B. Rs. c.	C. Rs. c.	
Manikanda	440	97 50	294 70	212 82	605 2
Digowa	541	119 89	362 35	261 66	743 90
Donrill	130	28 81	87 5	62 87	178 73
Tatuwalakanda	340	—	227 72	164 46	392 18
Do.	100	—	33 48	24 19	57 67
Pannila	185	—	—	89 48	89 48
Patberiya	67	—	—	32 40	32 40
Gangaturiya	30	—	—	14 50	14 50
Kirigalla	20	—	—	9 68	9 68
Total	1,853	246 20	1,005 30	872 6	2,123 56

N.B.—The assessment on Tatuwalakande (100 acres jungle),
is based on $\frac{1}{2}$ the acreage.

Provincial Road Committee,
Ratnapura, May 21, 1926.

J. M. DE SILVA,
for Chairman.

Gevilipitiya-Hatgampola Branch Road.
(Flood Damages.)

NOTICE is hereby given that the Governor, with the
advice and consent of the Legislative Council,
having agreed to grant the under-mentioned sum for
building a retaining wall at about $1\frac{1}{2}$ mile of the under-
mentioned road in repair of road embankment damaged by
flood water, the Provincial Road Committee of the Province
of Sabaragamuwa, acting under the provisions of section 23
of "The Branch Roads Ordinance, No. 14 of 1896," have
assessed the under-mentioned estates to make up the
private contributions:—

Gevilipitiya-Hatgampola Branch Road.
(Flood Damages.)

(Estimate No. D 930 of March 27, 1926.)

Proprietors or Agents.	Estate.	Acreeage.	Assess- ment- Rs. c.
Government moiety			425 0
Private contributions			439 87
Less unexpended balances of private contributions as per statement for- warded with the Hon. the Colonial Treasurer's letter No. 6938/045/6 (B.K. 2) of May 10, 1926, to the Chairman, Provincial Road Com- mittee, Ratnapura			3 0
			436 87
Total acreage, 1911—Moiety of cost, Rs. 436 87— Rate per acre, 22 8608.			
E. L. Ebrahim Lobbe Marik- kar, No. 9, Gaswork street, Colombo	Yellangowrie	440	100 58
W. L. Strachan (Rubber Estates of Ceylon, Ltd.) (The Galaha Ceylon Tea Estates and Agency Co., Agents)	Debatagama Group:— Debatagama, Orakanda	1,471	336 29
	Total	1,911	436 87

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

Provincial Road Committee,
Ratnapura, May 21, 1926.

J. M. DE SILVA,
for Chairman.

GOVERNMENT NOTIFICATIONS.

(Continued from page 1776.)

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

Excise Notification No. 153.

WITH reference to the conditions of licences mentioned in Excise Notification No. 76 dated June 15, 1918, the brands of spirits appearing in the schedule hereto, *manufactured or shipped by the firms or persons therein specified*, have been approved by the Excise Commissioner under the powers vested in him by Excise Notification No. 1 published in the *Ceylon Government Gazette* No. 6,536 of December 13, 1912, and section 24 of "The Excise Ordinance, No. 8 of 1912," and it is hereby notified that no other brands of spirits can be sold or offered for sale by any licensee from and after the date hereof, and all licensees are hereby required to have a printed copy of this Notification hung up in a conspicuous place in their licensed premises.

Excise Notification No. 152 dated February 8, 1926, and published in *Government Gazette* No. 7,512 dated February 12, 1926, is hereby repealed.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.Colonial Secretary's Office,
Colombo, June 2, 1926.

SCHEDULE REFERRED TO.

Approved Brands of Foreign Spirits.

WHISKY.		Name of Manufacturer or Shipper.	Brand.
	Name of Manufacturer or Shipper.	Name of Manufacturer or Shipper.	Brand.
Mackie & Co., Ltd.	.. White Horse Cellar	G. Bach	.. Diabetic
Do.	.. Laird O'Logan	W. A. Gaines & Co.	.. Old Bourbon
Do.	.. Extra Special Dry Liqueur	Cutler, Palmer & Co.	.. Napier Johnstone's
Do.	.. Clear	Do.	.. Special Blend
Do.	.. Special Reserve	Robert Brown & Co., Ltd.	.. Old Liqueur
John Dewar & Sons, Ltd.	.. White Label	Do.	.. Four Crown
Do.	.. Extra Special	Do.	.. House of Lords
Do.	.. Special	W. & A. Gilbey, Ltd.	.. Strathmill
Gilmour Thomson & Co., Ltd.	.. Scotch Cream	Do.	.. Spey Royal
Do.	.. Royal Blend, 3 Stars	Do.	.. F. O. B.
Do.	.. Glencadam	Do.	.. Three Gees
Do.	.. Royal Blend, 1 Star	Do.	.. Provost
Do.	.. Thomson's Liqueur	John Walker & Son, Ltd.	.. Johnnie Walker (white label)
Do.	.. Scotch Mist	Do.	.. do. (red label)
Do.	.. Glen Eldon	Do.	.. do. (black label)
Do.	.. O'Connor's Irish	Slater, Rodger & Co.	.. Huntley Blend
Do.	.. Cargills' Special	Do.	.. V. S. O.
Do.	.. Cargills' Polo	Do.	.. Culdearn
Do.	.. Galle Face Hotel Special	Do.	.. Ben Ross
Do.	.. Queen's Hotel Special	D. & J. McCallum	.. Perfection
Jas. Buchanan & Co., Ltd.	.. Black and White	A. & A. Crawford	.. Special Reserve
Do.	.. Red Seal	Do.	.. Liqueur
J. & G. Stewart, Ltd.	.. Usher's Green Stripe	John & Robert Harvey & Co.	.. Gold Label
E. & J. Burke, Ltd.	.. Lawson's Liqueur	Do.	.. Special
Do.	.. Burke's, 3 Stars	John Robertson & Co.	.. Craignish
Stirling Bonding Co.	.. U. K. Malt	Chas. Blundell & Co.	.. Cabinet
Innes & Grieve, Ltd.	.. Uamvar	Hiram Walker & Sons	.. Canadian Club
Stenhouse, Ltd.	.. Liqueur	James Munro & Son, Ltd.	.. No. 1
Robt. Crawford & Co.	.. C. C. C.	Do.	.. Cleopatra
Bernard & Co.	.. Encore	G. R. Mackenzie, Ltd.	.. Clan Mackenzie
John Robertson & Son, Ltd.	.. Bencally	Messrs. David Heilbron & Sons	.. King's Liqueur
Alexander & Macdonald	.. Cargills' Royal Sovereign	Mitchell Bros.	.. C. B. (Special Reserve)
Do.	.. Cargills' Own Blend	Do.	.. MacGregor's (do.)
Robertson & Baxter, Ltd.	.. Cargills' Club Special	J. G. Turney & Sons	.. Tee Tee
Do.	.. Cargills' D. G. M.	Do.	.. Yellow Label
John Jamieson & Sons	.. 3 Stars	J. Brown & Co.	.. Day and Night
Dent, Urwick & Yeatman	.. Miller's Special Highland	Do.	.. Commodore
Do.	.. Miller's 12-year old	Do.	.. Brown's Special
Do.	.. Miller's Old Blended Malt	Do.	.. J. B. & Co.
Do.	.. Miller's Heather Blend	Anderson & Shaw, Ltd.	.. Challenge
Do.	.. Diabetic	Do.	.. Grand Liqueur Challenge
Do.	.. Lagavulin	Mitchell Bros, Ltd.	.. Heather Dew
Do.	.. Centaur	Wright & Greig, Ltd.	.. Roderick Dhu
Distillers Co., Ltd.	.. Very Old Special (D. C. L.)	The Fettercairn Distillery Co.	.. Fettercairn
Do.	.. Cambus	Chivas Bros.	.. Royal Glendee
Do.	.. Royal Bachelors' Club	J. Robertson, Sanderson & Co., Ltd.	.. Club Blend
Do.	.. King Edward VII.	Do.	.. Mountain Dew
Do.	.. Highland Nectar	Jas. Lyle, Ltd.	.. University Blend
Do.	.. King George IV. (gold label)	P. Mackenzie & Co.	.. Fine Old Highland
Do.	.. do. (cream label)	R. Thorne & Son, Ltd.	.. Old Vat No. 4
Do.	.. Green Triangle	Do.	.. O. G.
Peter Dawson & Sons	.. Perfection	Do.	.. Scotch Whisky
Do.	.. Extra Special	A. & B. Mackay, Ltd.	.. A. B. M.
R. Blair & Son	.. Clach-na-Cudain	Thomson Marshall & Leaf	.. Leaf's Whisky
James Watson & Sons	.. No. 10.	Adet, Seward & Co.	.. Beehive
Scott, Leslie & Co.	.. Glen Mar	McCannell's Distillery, Ltd.	.. O. O. Old Orkney
Wm. Sanderson & Co.	.. Vat '69	Chas. Kinloch & Co., Ltd.	.. Red and Black
D. Crawford & Sons	.. Red Star	D. & G. McLaren, Ltd.	.. Blue Label
J. & G. Stewart	.. Gold Medal	W. Lusk & Co.	.. North Star

WHISKY.

Name of Manufacturer or Shipper.	Brand.
A. & R. Vannan, Ltd.	Brig O'Turk
Moses Risk & Sons	Risks
Chas. McKinley & Co.	McKinley's V. O. B.
Do.	do. Special
Alex. McDonald & Co.	Sandy McDonald
Haig & Haig	"5 Star" Liqueur Whisky
Train & McIntyre, Ltd.	Ferndale
Do.	Veteran
Do.	Grey Label
Brown & Pank	Golden Crown
Slater, Roger & Co.	Ben Dearg
W. H. Chaplin & Co., Ltd.	Horse Shoe
Do.	Phoenix
Do.	Red Cross
G. & J. MacLachlan, Ltd.	Iona
Slater, Rodgers & Co.	Rodgers' Whisky
R. Thorne & Sons	Very Old Scotch Whisky Special
Dailuaine Taliskar Distilleries, Ltd.	The Taliske
Ben Nevis Distillery	Long John
John Haig & Co.	Glenleven
Do.	Gold Label
Do.	Special Reserve
Do.	Dimple Scots
Wm. Greer & Co., Ltd., Glasgow	"O. V. H." Old Scotch Whisky
Robinson Sproul & Co.	Fine Old Highland Whisky
Ledger Sons & Co.	Isle of Skye Brew of Whisky
Howell & Co.	Ingleneuk
John E. McPherson & Sons	Chuny
John Begg	Royal Lochanager
William Grant & Sons, Ltd.	Grant's "Best Procurable" Scotch Whisky
Do.	Grant's "Liqueur" Scotch Whisky
Do.	Grant's "Stand Fast" Scotch Whisky
John Hopkins & Co., Ltd.	"Glen Barry" Very Old Scotch Whisky
Ainslie Baillie & Co.	Royal Edinburgh
Do.	Glenlion
E. Vaughan-Jones	The Standard Scotch Whisky
The Fife Whisky Co.	The Fife Whisky
J. P. O'Brien & Co., Ltd.	Cargills' Extra Special
Do.	G. O. H. Special
Do.	B. L. Gold Label
S. H. Day & Co.	S. H. Day & Co. Whisky
D. Carnegie & Co.	Carnegie's "Liqueur" Scotch Whisky
Macgregor Scott & Co.	"Royal Sovereign"
Dunville & Co., Ltd.	Dunville's Very Old Scotch Whisky, "Two Crowns"
C. Machen & Hudson, Ltd.	Scotch Whisky "Beaver Brand"
Macdonald, Greenlees & Williams, Ltd.	"Claymore" Scotch Whisky
Peter Dawson, Ltd.	Peter Dawson's Special Scotch Whisky
John Robertson & Sons	Special Reserve Old Scotch Whisky
A. & A. Crawford	Crawford's Black Label Liqueur Whisky
D. & D. McLaren	Claverhouse
Chivas Brothers	Royal Strathlythan
H. V. Fearon & Son	Fearon's Whisky "Fine Old Highland Blend"
Macdonald, Greenlees & Williams	Lorne Highland Whisky
William Teacher & Son	Highland Cream
Douglas Graham & Co.	Spire Brand
Robert McNish & Co.	Doctors' Special*
Store & Co.	"Old Store" Liqueur Whisky
Do.	"Old Highland" Scotch Whisky
The Sterling Bonding Co., Ltd.	"Gaelic Old Smuggler"
A. D. Rennie & Co., Ltd.	V. O. L. Whisky*
Brown & Corbett, Ltd.	"Shamrock" Irish Whisky
Alexander Stewart & Son	Cream of the Barley
John Begg	Gold Cap

* These brands are provisionally approved.

Name of Manufacturer or Shipper.	Brand.
John Begg	Blue Cap
Black & Ferguson	Special Reserve Rare Old Scotch
Douglas Macfarlane & Co.	Special Reserve Scotch
W. P. Lowrie & Co., Ltd.	Lowrie's Scotch
Sandeman & Sons, Ltd.	Sandeman's V. V. O. Special
Booth's Distillery, Ltd.	"Old Style"
William Whitley & Co.	Whitley's "House of Lords"
Thom. & Cameron of Glasgow	"Rob Roy"
Findlater Mackie Todd & Co.	Findlater Liqueur
Do.	Findlater Regency
Do.	Booth Distillers, Ltd., Milburn Liqueur
Do.	Auld Brig
Brown & Pank	Glenrosa
Do.	Old Royal
Phipson's	Fine Old Malt
J. W. Hardie	Antiquary
Messrs. John Gillon & Co.	King William IV., Six Stars Scots
R. H. Thomson & Co.	Grand Highland Liqueur
J. & W. Hardie & Co.	Sanderson Liqueur Special Scotch
Do.	Sanderson Second to None (Special Reserve) Old
McDonald Greenlees, Williams, Ltd.	Strathdon Old Liqueur Scotch
Chivas Bros.	Royal Loch Nevis Scotch
Hills & Underwood	Highland Queen Scotch
Fife Whisky Co.	Fife
Queen Dock Bonding Co.	Baillie Nicol Jarvie Blend
Phipson & Co.	Lock Tummel
Do.	Jock Scott
Thomason & Gillespie	Bracken Blend Scotch
Simpson, Shepherd & Sons, Ltd.	Fortification Old Scotch
Slater Rodger & Co.	Rodger's Rare Old Scotch
Do.	Rodger's Rare Old Scotch, 3 Star
John Mackay & Co.	House of Lords
R. Fraser & Sons	O. H. M. Pure Old Scotch
Campbell & Co.	Royal Star
Charles Ogilvy & Co.	Port More
Peter Forsyth & Co.	Plus Four
Mackenzie & Cochran's	House of Lords
Robert Adamson & Co.	Royal Edwards
Donald Fisher, Ltd.	"Ye Monks" Scotch
Do.	"Dew of Ben Lawers" Scotch
J. Millar Mitchel	Hillside Liqueur Scotch
Andrew Menab & Co.	"Extra Special Old Scotch"
Hedges & Butler	Vats 250
Do.	Vat Royal
Donald Sinclair & Co.	Albion
Bulloch Lade & Co., Ltd.	Bulloch Lade Gold Label
Do.	Bulloch Lade White Label
Low Robertson & Co., Ltd.	Grey Label
Macdonald & Muir	Highland Queen
John Walker & Sons	Captain Cutler
Macleay Duff & Co.	"Duff"
John Walker & Son, Ltd.	Pall Mall
Ainslie & Heilbron (Distillery), Ltd.	King's Liqueur Scotch
Aberlour Glenlivet Distilleries	"H & S" Special Scotch*
Do.	"Imperial Liqueur Scotch**"
Do.	"White Star" Scotch

* Sale allowed for one year from June 1, 1926.

BRANDY.

Jas. Hennessy & Co.	1 Star
Do.	3 Stars
John Exshaw & Co.	No. 1
Do.	No. 2
Hanappier & Co.	1 Crown
Do.	1 Star
Do.	2 Stars
Do.	3 Stars
Do.	Champagne Cognac
Do.	Mathusalem
Do.	Extra Grande Vieux
E. Cusenier Fils Aine & Cie.	Grande Supreme
Do.	La Rupee d'Or Authier fils et Cie

BRANDY.

Name of Manufacturer or Shipper.	Brand.	Name of Manufacturer or Shipper.	Brand.
E. Cusenier Fils Aine & Cie.	La Rupee d'Argent Authier fils et Cie	Boutlier Briand & Co.	No. 1
Do.	La Rupee de Bronze Authier fils et Cie	Do.	Star
Do.	1858 (Liqueur)	Boutlier Briand & Co.	Phoenix
Do.	5 Crowns	Do.	Edgar Remy & Co.
Do.	Monnot	Do.	Roubilliac & Co.
Do.	St. George	Justerini & Brooks	Liqueur Brandy 25 years old
Do.	Vieille Eau de Vie	Do.	Liqueur Brandy 60 years old
Do.	Vieille Eau de Vie Marie Louise	Gross Herimanos	Elephant
Do.	3 Crowns	E. Merlin Fils & Co.	E. Merlin Fils & Co., ***
Do.	Marie Antoinette Authier fils et Cie	J. Prunier & Co.	Tower Brandy
Do.	Marie Theresa	M. Tiffon & Co.	Liqueur Brandy
Do.	Crown Brand	Barnett & Fournier	Double Seal Fine Old Brandy
Do.	A. 1	Dureuille Freres	La Regina d'Or Brandy
Do.	*** Antoine Edouard	Barbet & Fournier	M. Bertram & Co.
Courvoisier, Ltd.	1848 (Liqueur)	Do.	Raymondy Fils
Do.	1875 Liqueur Brandy	Ev. Vignier & Co.	U. V. P. Red Hart No. 1
Do.	1851 Liqueur Brandy	Otard Dupuy & Co.	Cognac Brandy "1 Star"
Rouyer, Guillet & Co.	Cargills' Red Cross	Do.	Cognac Brandy "3 Stars"
Do.	Cargills' Red Seal	Messrs. Flindlater	Flindlater V. O. Liqueur Brandy
Do.	Coront	F. H. Brown	"Camel" Brandy
Do.	Monkey	Do.	"Trois Empereurs" Eau de Vie Vieille
Do.	Gold Leaf	Bisquit Douboucher & Co.	Bisquit Brandy No. 1
Do.	Fine Pale Cognac, 3 Star Brandy	Pierre Chabanneau & Co.	Pierre Chabanneau & Co., * Brandy
Do.	Montresor et Fils	Do.	Pierre Chabanneau & Co., ** Brandy
Do.	Belfry Brand Extra Special No. 1	Do.	Pierre Chabanneau & Co., *** Brandy
Do.	Peacock Brand	Do.	Pierre Chabanneau & Co., **** Brandy
Do.	Lablache	M. M. L. Roux & Co.	Vermouth Styx Eau de vie
Henry Dowden & Ed. Young & Co., Ltd. (England)	Cargills' Blue Cross	M. M. les Fils d'Auguste Beureux	Kirsch Pur Vieux "Cordon Or"
Do.	Cargills' Blue Seal	Do.	Eau de vie de Mirabelle "Cordon Or"
Joshua Bros.	Boomerang	Do.	Eau de vie de Quetsch "Cordon Or"
Milne & Co.	3 Stars	Pellission Pere & Co.	3 Crown Brandy
Penfold & Co.	Pale	Do.	Fine Pellission Brandy
G. E. Hudson & Sons	Centaur Brand	Do.	10 years old Brandy
Do.	Liqueur 30 years old	Moyet & Co.	Cognac Garanti Natural
Do.	Liqueur 20 years old	Do.	Grand Fine Champagne
Pontal, Dingwall & Morris (London Agents)	Elephant C. B.	Do.	Cognac *** (Three Stars)
Martell & Co.	1 Star and 3 Stars	Do.	Fine Moyet
Cazalis & Prat	Elephant Brand	T. Carmaux & Co.	The Silver Cup Eau de vie Vieille
Do.	Le Coq d'Or	P. Rouilleau & Co.	* Brandy (One Star)
Do.	Marie Louise	Do.	Cognac Vieux (Old)
Do.	Rose Marie	Do.	Fine Superior
Do.	Renie Alice	Fromey Rogee & Co.	Fromey's Medical Reserve Liqueur
Do.	Vieux Qualite Superieure	St. Jean Di Angley	Lamothe, *** Stars
Do.	Eau de Vie Vieille	O. Robert & Co.	Cognac
Chas. Jobit & Co.	Grape Brandy	Do.	Fine Robert
Do.	Burden XXX.	Roux & Co.	Cognac
Associated Vineyard Cultivators' Co.	Beehive	Do.	Grande Fine
Manuel Chaves	Blue Cross	(The U. V. P. Co.) J. Monnett & Co.	"V. S. O. P."
Guy Gantier & Co.	Chardon (white label)	Do.	"Extra"
Do.	do. (green label)	Courvoisier	3 Diamonds
Do.	3 Diamonds	Cte F. de Roffignac	3 Star Cognac (with guarantee label)
Do.	3 Stars	Do.	3 Star Cognac (with no guarantee label)
A. Staub & Co.	Lighthouse	Do.	3 Cross Cognac (with no guarantee label)
Do.	3 Stars	A. De Luze & Fils	Grand Cognac Fine Champagne
Do.	Lombard	Do.	Grand Cognac Fine Champagne 1874
Do.	Three Medals	E. Normandin & Cie	Normandin's 15-year old
Do.	La Sovereign d'Or	Do.	Normandin's 30-year old
Do.	"A. Staub & Co."	Barraud Frere Aine Negociant a Cognac	Three Star
E. Blanchy & Co.	1 Star	Xavier de Lestapis	Vieux Cognac Superieur Brandy
P. J. de Tenat & Ed. de Georges	Comte de Bargelor	Eugene Pellison & Co.	Elephant D'or, Three Stars
Do.	Aero d'Or	Do.	Elephant D'Argent, One Star
Geo. Sayer & Co.	Cognac & London	P. Frepin & Cie	Carte D'or French
Lucien Foucauld & Co.	White Anchor	Do.	One Star French
Do.	Crown Liqueur, 5 Stars	Vignoron & Co.	Three Bees
Do.	Gold Label		
Adet, Seward & Co.	Big Vat		
Do.	Beehive Brandy		
Chastenet Freres	Chastenet Brandy		
J. G. Monnet & Co.	U. V. P. Three Star Brandy		
Do.	Liqueur Brandy, V. S. O. P.		
Brown & Pank	Longenek Brandy		

BRANDY.

Name of Manufacturer or Shipper.	Brand.
Bougillier Delauriere & Co., Cognac	Shark
A. C. Meukow & Co.	No. 1
Do.	One Star
Do.	Three Stars
De Luze's	Champagne
Frapin's	Three Stars
William Tiger & Co.	Tiger Brand, One Star
Do.	Tiger Brand, Three Stars
Girard & Co.	Red Crown Very Select
A. Staub & Co.	Obelisk
Pascal, Combeau & Co.	V. O. P. Cognac
Do.	Three Crowns Cognac
Do.	Three Stars Rex Cognac
Do.	Three Stars Cognac
G. Bonhomme & Co.	Three Star Cognac
A. Staub & Co.	Great Obelisk
Boutillier, Belauriere & Co.	Cognac Brand Three Stars
Do.	Three Stars Cognac
Jules Gilson & Co.	Cognac No. 3
Ch. Lafitte & Co.	V. O.
Do.	Grande Fine Champagne
Simon Bros. & Co., Ltd.	Courvoisier
Julien Dumas & Cies Marque Deposee	Three Stars Cognac
Brugerolle Freres	White Label Brandy Three Stars
Do.	Gold Label Brandy Three Stars
Do.	Blue Label Brandy Three Stars
Do.	Red Horse Genuine Cognac Three Stars
Do.	Medicinal Cognac Genuine
Jas. Hennessy & Co.	Extra
Videau & Co.	French Brandy
Rouyer Guillet & Co.	Coronet Brandy (Roger Ble-ton & Co.)
Albert Grenot & Co.	French Brandy
R. W. Randon & Co.	Randon Brandy
J. Denis & Henry Mouine & Co.	Gold Leaf Brandy
Lucien Foucauld	Honey Dew ****
Girard & Co.	Three Diamonds
B. Devillard & Co.'s	Three Stars
Baron Mauruel & Co.	Baron Mauruel "Three Star"
The Combined Shippers, Ltd.	Double Bell Brand
J. Prunier & Co.	Prunier "Three Star"
Do.	Gold Seal Liqueur

GIN.

Blankenheym & Nolet	Van Telman's Schnapps
Do.	Key Brand
Do.	Royal Club
Do.	Coronet
Do.	Red Diamond
Do.	Cork Screw
Chas. Tanqueray & Co.	Unsweetened
Do.	Old Tom
Coates & Co.	Plymouth
J. & W. Nicholson & Co., Ltd.	Dry
Do.	Old Tom
Robert Burnett & Co., Ltd.	Dry
Do.	Old Tom
E. & J. Burke, Ltd.	Dry
Do.	Old Tom
St. Pancras Gin Refinery Co.	Saints
Distillers Co., Ltd.	London Dry
Do.	Old Tom
Booth's Distillery, Ltd.	London Dry
W. & A. Gilbey, Ltd.	Dry
Do.	Unsweetened
Do.	Old Tom
Sutton, Garden & Co.	Coronet (Unsweetened)
Netherlands Steam Distillery Co.	Freebooter
J. H. Henkes	Schnapps
Herman Jansen	Cardinal
Do.	Comet Brand
Hultskamp & Zoon & Molign	Old Schiedam
M. P. Pollen & Zoon	Seahorse Schnapps

Name of Manufacturer or Shipper.

Brand.

M. P. Pollen & Zoon	Seahorse Geneva
Seager Evans & Co.	Unsweetened
Do.	Dry
F. Nolet	Look Out
Do.	Comet Gin
Do.	Comet Schnapps
Brown & Pank	Pank's Dry Gin
A. Daalmeijer	Duck
Do.	A 1 Gin
Cook & Bernhimer Co.	American Dry Gin
P. Loopuyt & Co.	Genuine Dutch Gin
Do.	Loopuyt's "Schiedam Aromatic" Schnapps
A. Houtman & Co.	Genuine Holland's Geneva
W. H. Chaplin & Co., Ltd.	Finest Unsweetened Gin
E. Vaughan-Jones	Standard Old Tom Gin
Do.	Standard Dry Gin
J. J. Vicker & Co., Ltd.	Unsweetened Gin
Gordon's Dry Gin Co.	Dry Gin
A. Van Hoboken & Co.	A. V. H. Gin
Do.	A. V. H. Schnapps
Chas. Tanqueray & Co.	Finest Dry Gin
Melrose-Drover, Ltd.	Old Tom Gin "M.D."
A. Berkelaar & Zn Schniedam	Sweet Holland's Geneva
S. Boord & Sons	Boord & Sons' Old Tom Gin
Melrose-Drover, Ltd.	Unsweetened Gin "M.D."
Findlater Mackie Todd & Co.	Findlater's Dry Gin
Booth's Distillery, Ltd.	White Label
Thom. & Cameron of Glasgow	Old Tom
Hanappier, Peyrelongue & Co.	Old Peter's Dry
Do.	Old Peter's Dry (green label)
Bol's	Old Tom
Do.	"Dry"
Do.	"Schiedam Geneva"
Do.	"Aromatic Schnapps"
Do.	Very Old
Phipson's	London Dry or Old Tom
Burnett's	Dry
Do.	White Satin
P. Hoppe	Royal Schiedam
Do.	Special Schiedam
Do.	Night Cap Schnapps
D. J. Thomson & Co., Ltd.	Fox Mask Dry
Do.	Fox Mask Old Tom
Blankenheym & Nolet	Cock
Hills & Underwood	Old Tom
Tanqueray	Old Tom
J. T. Beukers	Stork Brand
Do.	Cock Brand
Slater, Roger & Co.	Unsweetened
Floor, Nolet of Schiedam	Holland
Herman Jansen's	Special Dry
Holloway's Gin Distillery Co.	Holloway's Dry London Gin
Rutten's Distillery Scheidan	"Black Prince" Aromatic Schnapps
Do.	do. Holland Geneva
Hedges Butler	Club Dry Gin
Bulfield & Co.	A. C. Nolets Schiedam Aromatic Schnapps
Do.	A. C. Nolets Schiedam Geneva
Lucien Foucauld & Co.	Three Castle Old Dry
Do.	Three Castles
F. Nolet	C. B. Veteran Geneva Gin

RUM.

Henry White & Co.	Red Heart
G. E. Hudson & Sons	Finest Jamaica
W. & A. Gilbey, Ltd.	Governor-General
Slater, Rodger & Co.	Finest Vatted Old Rum
M. M. Lamberk & Co.	Rhum St. James
F. L. Myers & Son	Superior Old Jamaica Rum
A. A. Baker & Co.	Battle Axe Jamaica Rum
Barbét & Fournier	The "A. R. A." Rum
J. & H. Garres-Fourche	Old Negus
Ervan Lucas Bols	V. O. R. Rhum Nieux Les Indes
Slater, Rodger & Co., Ltd.	Vatted Cardenas
Henry White & Co.	Jamaica Sunray

LIQUEURS.

All liqueurs on which a duty of Rs. 14 60 per gallon has been paid under the Customs Ordinance, No. 17 of 1869, an amended by Ordinance No. 10 of 1917.