



THE CEYLON GOVERNMENT GAZETTE

No. 7,530 — FRIDAY, JUNE 11, 1926.

Published by Authority.

PART I.—GENERAL.

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

	PAGE		PAGE
Minutes by the Governor	—	Miscellaneous Departmental Notices	1895
Proclamations by the Governor	—	Sales of Arrack and Toll Rents	1899
Appointments by the Governor	1840	“Excise Ordinance” Notices	1900
Appointments, &c., of Registrars	1841	Patents Notifications	1900
Government Notifications	1843	Notices to Mariners	1900
Currency Commissioners’ Notices	—	Proceedings of Municipal Councils	1901
Revenue and Expenditure Returns	1850	Trade Marks Notifications	1901
Notices calling for Tenders	1851	Local Board Notices	1906
Sales of Unserviceable Articles, &c.	1860	Road Committee Notices	1906
Vital Statistics	1860	“Local Government Ordinance” Notices	1906
Unofficial Announcements	1861	Meteorological Returns	—
Specifications under “The Irrigation Ordinance”	—	Books registered under Ordinance No. 1 of 1885	—

COLOMBO :

PRINTED BY H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 214 of 1926.

IT is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased, under Article XIV. (1) of "The Ceylon (Legislative Council) Order in Council, 1923," as amended by "The Ceylon (Legislative Council) Amendment Order in Council, 1924," to appoint provisionally the Hon. Mr. R. A. G. FESTING, a person holding a public office under the Crown in the Island, to be a Nominated Official Member of the Legislative Council of Ceylon, in place of the Hon. Mr. W. L. KINDERSLEY.

By His Excellency's command,

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

No. 215 of 1926.

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

Mr. V. VISWALINGAM to act as Extra Office Assistant to the Government Agent, Eastern Province, from June 4, 1926, until further orders.

Mr. W. C. D. PENTELOW to be attached to the Nuwara Eliya Kachcheri from June 1, 1926, until further orders.

Mr. F. E. LA BROOY to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of Mr. V. P. REDLICH, on June 16, 1926, or until the resumption of duties by that officer.

Mr. C. A. LA BROOY to act as Additional District Judge, Kandy, from June 7 to June 12, 1926, inclusive.

Mr. S. JAYAWICKRAMA to act as Commissioner of Requests, Police Magistrate, and Additional District Judge, Matara, during the absence of Mr. C. E. DE PINTO, on June 9, 1926, or until the resumption of duties by that officer.

Mr. W. S. STRONG to act as Commissioner of Requests, Police Magistrate, and Additional District Judge, Puttalam, during the absence of Mr. L. J. DE S. SENEVIRATNE, on June 4 and 5, 1926, or until the resumption of duties by that officer.

Mr. A. G. RANASINHA to the office of Commissioner of Requests and Police Magistrate, Jaffna, Kayts, and Mallakam, and a Visitor of the Jaffna Prison, with effect from June 8, 1926, until further orders.

Mr. S. A. MARTIN to act as Commissioner of Requests, Police Magistrate, and Additional District Judge, Chilaw, during the absence of Mr. S. S. NAVARATNAM, on June 9, 1926, or until the resumption of duties by that officer.

Mr. A. L. J. CROOS DA BRERA to act, in addition to his own duties, as Additional Commissioner of Requests, Colombo, on June 16, 1926.

Mr. A. R. SUBRAMANIAM to act as Additional Commissioner of Requests and Police Magistrate, Kayts, on June 7, 1926.

Mr. W. H. MOORE to be, in addition to his other duties, Additional Police Magistrate, Kalutara, from June 11, 1926, until further orders.

Mr. S. SUBRAMANIAM to act as Additional Police Magistrate, Point Pedro, on June 19, 1926.

Mr. J. KADRAMATAMBY to act as Additional Police Magistrate, Batticaloa, from June 15 to 19, 1926, inclusive.

Mr. R. N. BOND, Office Assistant, Badulla Kachcheri, to act, in addition to his own duties, as Additional Commissioner of Requests for the judicial division of Badulla-Haldummulla, on June 11, 1926.

Mr. P. H. M. PERERA, Acting Accountant, General Post Office, to act, in addition to his own duties, as Secretary, Ceylon Savings Bank, from June 4, 1926, during the absence on leave of Mr. A. W. METZELINE, or until further orders.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 11, 1926. Colonial Secretary.

No. 216 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to post Lieutenant HENRY JAMES DUDGEON STOKES of the Ceylon Supply and Transport Corps to the Reserve of his Unit, with effect from May 28, 1926.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 4, 1926. Colonial Secretary.

No. 217 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. D. P. MACDONALD to be an Inquirer for the judicial division of Nuwara Eliya-Hatton, *vice* Mr. W. B. BENISON, resigned.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 4, 1926. Colonial Secretary.

No. 218 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 37 of 1908, to appoint Mr. W. M. HERATH to be an Inquirer for the Demala hatpattu and the Puttalam pattu, in the District of Puttalam, from June 5, 1926, until the return of Mr. A. P. S. DE S. WIKKREMATILLEKA from leave.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 9, 1926. Colonial Secretary.

No. 219 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. BATUWITA LIYANAGE SARNELIS SILVA KAWITILAKA of No. 33, Temple lane, Maradana, to be a Notary Public at Colombo and throughout the town of Colombo, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, June 2, 1926. Colonial Secretary.

No. 220 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. MAHAMARAKKALAGE SUNNY OLIVER STEMBO of Moratuwa to be a Notary Public at Moratuwa, and throughout the judicial division of Panadure, and to practise as such in the English language.

By His Excellency's command,

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

No. 221 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VELUPILLAI THAMBER SWAMINATHAN of Point Pedro to be a Notary Public throughout the judicial division of Mullaittivu, and to practise as such in the English and Tamil languages.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 5, 1926.A. G. M. FLETCHER,
Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. WILLIAM CYRIL DOUGHTY PENTELOW to be Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) of Nuwara Eliya District of the Central Province, with effect from June 7, 1926, *vice* Mr. LESLIE ARTHUR NORTHCROFT, transferred. His office will be at the Nuwara Eliya Kachcheri.

Mr. TELIKADAGAMAGE SAMUEL DE SILVA to act as Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General) in the Galle District of the Southern Province, for sixteen days with effect from June 4, 1926, during the absence on leave of Mr. PETER HENRY DE LAHARPE. His office will be at Kachcheri, Galle.

Mr. CLAUDE ERNEST PERCIVAL DE SILVA to act as Additional Assistant Provincial Registrar of Births and Deaths, and of Marriages (General), in the Matara District of the Southern Province, with effect from May 29, 1926, until further orders, *vice* Mr. J. A. GUNARATNA, on leave. His office will be at the Matara Kachcheri.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 7, 1926.A. G. M. FLETCHER,
Colonial Secretary.

IT is hereby notified that I have appointed LAWRENCE STONER RAJARATNAM to act as Deputy Medical Registrar of Births and Deaths of Mannar town division, in the Mannar District of the Northern Province, for eight days from June 7, 1926, *vice* NAGAMUTTU DHARMALINGAM, on leave. His office will be at the Civil Hospital, Mannar.

Registrar-General's Office,
Colombo, June 7, 1926.H. E. BEVEN,
Registrar-General.

IT is hereby notified that I have appointed SANTIAGO PABLOS DE SILVA as Registrar of Marriages (Kandyan and General) of Yatikinda division, in the Badulla District of the Province of Uva, with effect from June 11, 1926, *vice* Mr. PUNCHI BANDA MUDANNAYAKE, transferred. His office will be at the Badulla Kachcheri.

Registrar-General's Office,
Colombo, June 7, 1926.H. E. BEVEN,
Registrar-General.

IT is hereby notified that I have appointed SOORIYA-ARACHCHILLAGE HEENHAMI as Registrar of Marriages (Kandyan and General) of Kolonna korale division, in the Ratnapura District of the Province of Sabaragamuwa, with effect from June 10, 1926. His office will be at Timbrigahawatta in Kumburugamuwa.

Registrar-General's Office,
Colombo, June 4, 1926.H. E. BEVEN,
Registrar-General.

IT is hereby notified that I have appointed IMIYA-HAMILLAGE JOTIHAMI to act as Registrar of Births and Deaths of Kiriella division, and of Marriages (Kandyan and General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for seventy-eight days with effect from June 11, 1926, *vice* MALAWIARACHCHILLAGE HARMANIS APPUHAMI, on leave. His office will be at Nindahena in Epitawela.

Registrar-General's Office,
Colombo, June 2, 1926.H. E. BEVEN,
Registrar-General.

IT is hereby notified that I have appointed CHARLES SENANAYAKE to act as Registrar of Marriages (Kandyan) of Kegalla town, within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, on June 4, 1926, *vice* A. T. DE VAS GOONEWARDENE, on leave. His office will be at Land Registry Office, Kegalla.

Registrar-General's Office,
Colombo, June 4, 1926.H. E. BEVEN,
Registrar-General.

WITH reference to the notification appearing in the *Government Gazette* of September 18, 1925, it is hereby notified that I have confirmed WELIGAMA PALLIYEGURUGE WILLIAM DE SILVA in his appointment as Registrar of Births and Deaths of Hapugala division, and of Marriages (General) of Four Gravets of Galle and Akimmana division, in the Galle District of the Southern Province.

Registrar-General's Office,
Colombo, June 7, 1926.H. E. BEVEN,
Registrar-General.

WITH reference to the notification published in the *Government Gazette* of August 14, 1925, it is hereby notified that I have confirmed DELKANDURE DANAPALA MUDIYANSELAGE PUNCHIMAHATMAYA GUNASEKERA in his

appointment as Registrar of Births and Deaths of Marapona division, and of Marriages (Kandyan and General) of Nawadun korale division, in the Ratnapura District of the Province of Sabaragamuwa.

Registrar-General's Office,
Colombo, June 5, 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 MAHAMARAKKALAGE CAROLIS FERNANDO to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, for fourteen days from May 30, 1926, *vice* Registrar, WATU-TANTRIGE ROMIEL DE ALWIS, deceased. His office will be at No. 71, Kollupitiya.

The Additional Assistant Provincial Registrar, Colombo, has appointed SUDASINGE DON ARNOLIS SUDASINGHA to act as Registrar of Births and Deaths of Aturugiriya division, and of Marriages (General) of Palle pattu of Hewagam korale division, in the Colombo District of the Western Province, for nine days from June 1, 1926, during the absence of the Registrar, JASINGHE DON TEGIS JAYASINGHA, on leave. His office will be at Meegahawatta in Dedigomuwa; and additional office at Etambagahawatta in Habarakada.

The Additional Assistant Provincial Registrar, Kandy, has appointed UDUGAMA KORALLAGE DON STEPHEN PATRICK to act as Registrar of Births and Deaths, and of Marriages (General) of Uda Bulatgama No. 3 division, in the Kandy District of the Central Province, for five days from May 31, 1926, during the absence of the Registrar, TIKIRI-APPUHAMY BANDARANAYAKA HERAT, on leave. His office will be at No. 60, Dikoya.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed UKKURALA DISANAYAKA to act as Registrar of Births and Deaths of Oyapalata korale division, and of Marriages (General) of Walapane (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for six days from June 8, 1926, during the absence of the Registrar, DAMBAGOLLEGEDERA APPUHAMY, on leave. His office will be at Ambalamalangawatta in Batagolla.

The Additional Assistant Provincial Registrar, Galle, has appointed CORNELIS MENDIS WIRASINHA to act as Registrar of Births and Deaths of Bussa division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on June 4, 1926, during the absence of the Registrar, SIMON MENDIS WIJAYASEKERA, on leave. His offices will be at Mulgederawatta in Ratgama and Gurunnansegowatta in Bussa.

The Additional Assistant Provincial Registrar, Matara, has appointed LIYANAMANAGE DON JUWANIS MUTUKUMARANA to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for sixteen days from May 31, 1926, during the absence of the Registrar, DON TEDALIS MUTUCUMARANA, on sick leave. His office will be at Mahapodiliyawatta in Dikwella.

The Additional Assistant Provincial Registrar, Matara, has appointed DON CHARLES WIJESIRIWARDENA SAMARASINHA to act as Registrar of Births and Deaths of Hakmana division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for fifteen days from May 31, 1926, during the absence of the Registrar, DON DAVITH WIJESIRIWARDENA SAMARASINHA, on sick leave. His office will be at Ilanganwatta in Beruwewela.

The Additional Assistant Provincial Registrar, Matara, has appointed DON DULIUS WICKRAMARATNA GUNASEKERA to act as Registrar of Births and Deaths of Akuressa division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for

twenty-one days from June 2, 1926, during the absence of the Registrar, PATIRANAGE DON ALLIS, on sick leave. His office will be at Amuhnewatta in Poramba.

The Additional Assistant Provincial Registrar, Matara, has appointed DAVID DISSANAYAKA to act as Registrar of Births and Deaths of Dikwella division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, on June 4, 1926, during the absence of the Registrar, CHARLES DAVID WAKISTA, on leave. His office will be at Keressabodawatta in Dikwella.

The Assistant Provincial Registrar, Hambantota, has appointed DON MARTIN DEWARAJA to act as Registrar of Births and Deaths of Ranna division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for ten days from June 1, 1926, *vice* Registrar, DON DAVIT MATANGAWIRA, resigned. His office will be at Siyambalahawatta in Ranna; additional office: Kongahawatta in Welleode on Saturdays.

The Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NIKULAS RAJAPAKSA to act as Registrar of Births and Deaths of Marakada Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for seven days from June 4, 1926, during the absence of the Registrar, DON DIONIS RAJAPAKSA, on leave. His office will be at Godawanewatta in Buddiyagama.

The Assistant Provincial Registrar, Hambantota, has appointed AENEAS ABRAHAM DISANAYAKA to act as Registrar of Births and Deaths of Kirama division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for thirty days from June 7, 1926, during the absence of the Registrar, PROLIS JOHN DISANAYAKA, on sick leave. His office will be at Medakoratuwa in Walgammulla.

The Assistant Provincial Registrar, Batticaloa, has appointed KATHIRASAPILLAI PARASURAMAPILLAI to act as Registrar of Marriages (General) of Nintavur pattu division, in the Batticaloa District of the Eastern Province, for thirty days from May 29, 1926, during the absence of the Registrar, VISWANATHER KATHIRASAPILLAI, deceased. His office will be at Nintavur.

The Assistant Provincial Registrar, Batticaloa, has appointed KATHIRAMER VINASITHAMBY to act as Registrar of Births and Deaths of Eruvil pattu south No. 2 division, and of Marriages (General) of Eruvil pattu division, in the Batticaloa District of the Eastern Province, for ten days from June 1, 1926, during the absence of the registrar, KATHIRAMALAYAR KANDAVANAM, on leave. His office will be at Kodaikallar.

The Assistant Provincial Registrar, Trincomalee, has appointed VALLIPURAMPILLAI MUDALIYAR COOMARASAMY to act as Registrar of Marriages (General) of Trincomalee town and Gravets division, in the Trincomalee District of the Eastern Province, for five days from June 4, 1926, during the absence of the Registrar, KATHIRGAMER VALLIPURAM SUBRAMANIAM, on sick leave. His offices will be at the Land Registry and Jasmine Lodge, Division No. 1, Trincomalee.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed WASALAMUDIANSSELAGE APPUHAMY to act as Registrar of Births and Deaths of Giratalane korale division, and of Marriages (General) of Dewamedi hatpattu division, in the Kurunegala District of the North-Western Province, for seventeen days from May 30, 1926, during the absence of the Registrar, GALDENPATIRANNEHELAGE JAYATUHAMY, on leave. His office will be at Diulwewa.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed HERATH MUDIANSSELAGE DINGIRI BANDA to act as Registrar of Births and Deaths of Tittaweligandahe korale division, and of Marriages (General) of Hiriyala hatpattu division, in the Kurunegala District of the North-Western Province, for May 31, 1926, during the absence of the Registrar, YAPAGAMA TENNAKOONMUDIANSSELAGE TIKIRI BANDA TENNAKOON, on leave. His office will be at Manapaya.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed ANTHONYPILLAI BENEDICT to act as Registrar of Births and Deaths, and of Marriages (General) of Akkarai pattu north division, in the Puttalam District of the North-Western Province, for twelve days from May 26, 1926, during the absence of the Registrar, SANTIAGOPILLAI PILLAS, on leave. His office will be at Mampurai, with station at Etalai.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed ABHAYASINHA HERATH MUDIYANSELAGE APPUHAMY to act as Registrar of Births and Deaths and of Marriages (General) of Rajakumarawanni pattu division, in the Puttalam District of the North-Western Province,

for fourteen days from May 26, 1926, during the absence of the Registrar, ADIKARI MUDIYANSELAGE KIRIHAMY, on leave. His office will be at Sembukuliya.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed DAVID HENRY ABAYASEKERA to act as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for thirty days from June 6, 1926, during the absence of the Registrar, ADRIAN ALWIS HAPUGODA, on leave. His office will be at the Land Registry, Chilaw.

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

H. E. BEVEN,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

A MEETING of the Legislative Council will be held at the Council Chamber, Colombo, on Thursday, July 1, 1926, at 10 A.M.

Colonial Secretary's Office,
Colombo, June 10, 1926.

By His Excellency's command,

J. A. MAYBIN,
Clerk, Legislative Council.

"THE CEYLON RAILWAYS ORDINANCE, 1902."

RULE made by His Excellency the Governor with the advice of the Executive Council, under section 5 of "The Ceylon Railways Ordinance, 1902," as amended by the Ceylon Railways Ordinance, No. 10 of 1925.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

RULE REFERRED TO.

The following classifications shall be added to the Alphabetical Classification of Goods appearing as an Appendix to the rules published by Notification dated February 25, 1926, in the Supplement to the *Government Gazette* No. 7,514 dated February 26, 1926:—

Commodities.	Class.	Conditions.
Alkali (soda crystal or ash)	4	O.R. W/4
Do.	2	O.R. W/8
Bicarbonate of soda	4	O.R. W/4
Do.	2	O.R. W/8
Caustic soda	4	O.R. W/4
Do.	2	O.R. W/8
Coconuts desiccated	5	W/4

Notification under Land Sale Regulations.

NOTICE is hereby given, in terms of sections 59 and 60 of the Land Sale Regulations, that an application has been received from the Reverend the Mother Superior of the Home for the Aged, Colombo, for sale to the Home for the Aged Authorities, without competition, of an allotment of land called Reclaimed land, situated in Maradana, within the Municipal limits of Colombo, in the Colombo District, Western Province, in extent 1 acre and 37·27 perches, and described as lot 1 in preliminary plan No. 18,723, and lots 2, 3, 5, and 7 in preliminary plan No. 17,988.

2. This land is required for the extension of the Home for the Aged premises which adjoin it. In view of the charitable activities of this institution, it is proposed to sell the said land to the Home for the Aged Authorities, without competition, for a sum of Rs. 12,000 reserving to Government the right to make a 40-foot wide road along the lake front over the land.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

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

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. J. Henry to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance, during the absence of Mr. A. Dyson Rooke from the Island on furlough.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

IT is hereby notified that His Excellency the Governor with the advice of the Executive Council has been pleased under section 9 B of "The Small Towns Sanitary Ordinance, 1892," to fix a water rate of 4 per centum on the annual value of all houses, buildings, lands, and tenements within the limits of the Sanitary Board town of Holbrook (Agrapatanā), in the Nuwara Eliya District of the Central Province, with effect from July 1, 1926.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

IT is hereby notified that His Excellency the Governor with the advice of the Executive Council has been pleased, under section 9 B of "The Small Towns Sanitary Ordinance, 1892," to fix a water rate of 4 per centum on the annual value of all houses, buildings, lands, and tenements within the limits of the Sanitary Board town of Kandapola, in the Nuwara Eliya District of the Central Province, with effect from July 1, 1926.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

Treaty of Friendship, Commerce, and Navigation between Great Britain and Paraguay.

THE following extract from the *London Gazette* of March 26, 1926, relating to the termination of the Treaty of Friendship, Commerce, and Navigation existing between Great Britain and Paraguay is published for general information :—

Foreign Office, S.W. 1,
March 25, 1926.

His Majesty's Principal Secretary of State for Foreign Affairs has received from the Paraguayan Charge d'Affaires in London a communication dated February 26, 1926, giving notice of the denunciation by the Paraguayan Government of the Treaty of Friendship, Commerce, and Navigation between Great Britain and Paraguay, signed at Asuncion on October 16, 1884, article 16 of which provides for the termination of the Treaty on the expiration of one year from the day on which either of the Contracting Parties shall have given such notice.

The Treaty will accordingly terminate on February 26, 1927.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 5, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

"THE LOCAL GOVERNMENT ORDINANCE, NO. 11 OF 1920."

BY-LAW made by the Matara Urban District Council, under sections 31 (3) and 164 (1) of "The Local Government Ordinance, No. 11 of 1920," approved by the Local Government Board, confirmed by the Governor in Executive Council, and published as required by section 166 (1).

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAW REFERRED TO.

The regulation numbered 14 and added to Schedule I of Ordinance No. 11 of 1920, and published in *Gazette* No. 7,421 of October 3, 1924, is hereby cancelled, and the following regulation shall be substituted therefor :—

14. Any duly nominated candidate may at any time withdraw his candidature by appearing before the Government Agent and delivering to him a writing to that effect subscribed by him. In such case no poll shall be held in respect of such candidate. If after a poll has commenced a candidate or candidates withdraw his or their candidature, leaving only one duly qualified and duly nominated candidate for the Electoral Division, the poll shall be discontinued, and the Government Agent shall by public notice declare such remaining candidate to be elected.

HIS Excellency the Governor has been pleased, in terms of the regulations published in the *Gazette* of November 23, 1923, to grant the Colonial Auxiliary Forces Long Service Medal to Sergeant Clement Perera Wijayatunga, Sergeant Frank Ondatje, and Gunner Hector Godfrey Rodrigo of the Ceylon Garrison Artillery.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 5, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

IT is hereby notified for general information that the under-mentioned Clerks in Class II. of the Clerical Service have passed the examination prescribed in General Orders 507 and 508 in the subjects noted against their names:—

Abdul Cader, S. S.	.. Settlement Office	.. Tamil (a) and (b)
Alvapillai, A. K.	.. Police Court, Avissawella	.. Accounts
Amirthalingam, S.	.. Registrar-General's Office	.. Tamil (a) and Accounts
Ananther, R.	.. Irrigation Office, Trincomalee	.. Tamil (a) and Accounts
Chelvanayagam, S. C. E.	.. Audit Office	.. Tamil (a)
Dalpathadu, R. S.	.. Director of Medical and Sanitary Services Office	.. Sinhalese (a)
De Lanarolle, J. P.	.. Kachcheri, Galle	.. Sinhalese (b)
De Silva, A. C.	.. Depôt Police Office, Colombo	.. Sinhalese (a) and (b) and Accounts
De Silva, E. S.	.. Port Commission, Colombo	.. Sinhalese (a)
De Silva, G. S. A.	.. Land Registry, Galle	.. Sinhalese (a) and (b)
Doraisamy, S.	.. Police Court, Point Pedro	.. Accounts
Ellikewala, R. B.	.. Office of the Superintendent of Police, Kandy	.. Sinhalese (a) and (b)
Fernando, M. S.	.. Registrar-General's Office	.. Sinhalese (a)
Goonawardane, E. W.	.. Fiscal's Office, Kurunegala	.. Sinhalese (a) and (b)
Gunawardana, Lionel	.. Settlement Office	.. Sinhalese (a)
Jayaweera, H. A.	.. Treasury	.. Sinhalese (b)
Karthigesapillai, V.	.. Public Works Department	.. Tamil (a)
Kretzschheim, C. S.	.. Queen's House, Colombo	.. Accounts
Kunaratnam, T.	.. Audit Office	.. Tamil (a)
Lambadusuriya, A. S.	.. Kachcheri, Hambantota	.. Accounts
Lobendhan, J. E.	.. Education Office	.. Accounts
Ludekens, B. W.	.. Department of Indian Immigrant Labour	.. Accounts
Mailavakanam, S.	.. Provincial Surgeon's Office, Jaffna	.. Tamil (a)
Michael, W. A. D.	.. Provincial Engineer's Office, Kurunegala	.. Sinhalese (a) and (b)
Murugesapillai, V.	.. Kachcheri, Colombo	.. Tamil (a) and (b) and Accounts
Nagalingam, A.	.. Government Stores	.. Tamil (a) and (b)
Namasivayam, K.	.. Registrar-General's Office	.. Accounts
Namasivayam, M.	.. Treasury	.. Tamil (a) and (b)
Perera, C. L. B.	.. Treasury	.. Sinhalese (a)
Perera, H. G.	.. Public Works Department	.. Sinhalese (a) and (b)
Perera, K. C. B.	.. Settlement Office	.. Sinhalese (a)
Perera, U. L.	.. Director of Medical and Sanitary Services Office	.. Accounts
Pieris, V. N.	.. Education Office	.. Accounts
Poharth, S. D.	.. Police Court, Gampola	.. Sinhalese (a) and (b)
Ponnambalam, S.	.. Police Office, Nuwara Eliya	.. Tamil (a) and Accounts
Rajaratnam, M. P.	.. Irrigation Office, Trincomalee	.. Tamil (a) and Accounts
Ranasingha, H. E. S.	.. Colonial Secretary's Office	.. Sinhalese (a)
Salgado, G. H.	.. Director of Medical and Sanitary Services Office	.. Accounts
Sandarsekaran, S.	.. Director of Medical and Sanitary Services Office	.. Tamil (a)
Savundranayagam, A. M.	.. Government Stores	.. Sinhalese (b)
Sebastiampillai, A.	.. Office of Assistant Commissioner of Excise, Kandy	.. Tamil (a) and (b) and Accounts
Serasingha, A. D.	.. Director of Medical and Sanitary Services Office	.. Sinhalese
Silva, K. E.	.. Prisons Office	.. Sinhalese (a) and (b)
Somasundaram, C.	.. Director of Medical and Sanitary Services Office	.. Accounts
Thambiah, P.	.. Port Commission, Colombo	.. Tamil (a) and (b) and Accounts
Thillaiambalam, V.	.. Education Office	.. Accounts
Willathgamuwa, D. C.	.. Port Commission, Colombo	.. Sinhalese (a)

The following officers have now passed the examination qualifying them for promotion:—

Abdul Cader, S. S. ; Alvapillai, A. K. ; De Lanarolle, J. P. ; De Silva, A. C. ; Doraisamy, S. ; Kretzschheim, C. S. ; Lambadusuriya, A. S. ; Lobendhan, J. E. ; Murugesapillai, V. ; Nagalingam, A. ; Namasivayam, K. ; Perera, C. L. B. ; Perera, U. L. ; Ranasingha, H. E. S. ; Salgado, G. H. ; Savundranayagam, A. M. ; Sebastiampillai, A. ; Somasundaram, C. ; Thambiah, P. ; Thillaiambalam, V.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

"THE EXPLOSIVES ORDINANCE, 1902."

It is hereby notified for general information that His Excellency the Governor has, with the advice of the Executive Council, framed under section 27 (b) of "The Explosives Ordinance, 1902," the prohibitions and restrictions, appearing in the schedule hereto annexed, with respect to the import, shipping, loading, and unloading of Explosives in substitution for the conditions to be attached to licences for the importation of explosives framed under the said section and published in *Government Gazette* No. 5,858 dated June 20, 1902.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

PROHIBITIONS AND RESTRICTIONS REFERRED TO.

1. The following conditions shall be attached to licences for importation of explosives.
 - (a) No explosives shall be imported except those specified in the licences :—
 - (b) Gunpowder when imported must be packed in barrels properly joined and hooped ; other explosives such as dynamite, gelignite, and detonators must be packed in cases properly joined and secured with copper or brass screws. All packages containing explosives other than barrels of gunpowder must have brass or galvanized iron seals fixed in such a manner as to render the cases pilfer proof. These seals should have thereon the name of the manufacturer of the explosives or other distinguishing mark of the manufacturer. Accommodation for explosives that are to be stored on arrival in the Government explosives magazine at Welikada should be obtained from the Colonial Storekeeper before the said explosives are imported.
 - (c) Fulminates of mercury or of other metals are not to be imported except in the form of caps or detonators.
 - (d) No vessel having more than one hundredweight of explosive to discharge or receive shall commence to discharge or receive until all boats, excepting the boat intended to receive or convey such explosive, shall have been removed from alongside to a distance of at least 50 feet from the discharging or receiving vessel ; and no boat, excepting the boat aforesaid, shall come within 50 feet of any vessel while discharging or receiving any explosive as aforesaid.
 - (e) Any boat engaged in the landing, shipping, or transshipping of any explosive as aforesaid of more than one hundredweight shall, as long as the explosive remains in the boat, keep it under hatches or covered with double tarpaulins, and shall display at the bow and at the stern a red flag not less than 2 feet square on a staff not less than 6 feet above the deck, and no light or fire shall on any account be permitted within the boat.
 - (f) Any boat engaged in landing, shipping, or transshipping of any explosive as aforesaid of more than one hundredweight shall, if she has taken on board any explosive which cannot be landed, shipped, or transhipped at once, be removed to a place of safety appointed by the Master Attendant and remain there till the time for landing, shipping, or transshipping arrives.
 - (g) Permission to land any explosive shall not be granted until a proper Police escort is ready for its conveyance to a magazine, and it shall be conveyed only in such vehicles as a Superintendent of Police may approve. Each vehicle conveying explosives shall display a red flag, and shall be driven with due care.
 - (h) Quantities of any explosive as aforesaid in excess of one hundredweight shall at the Port of Colombo be landed and shipped only at the North Pettah Jetty (or at such other jetty as may be appointed by the Collector of Customs) between the hours of 6 and 8 A.M. and 12 and 2 P.M. when all other boats shall have been removed from the jetty ; and no vehicles or persons shall be allowed on the jetty during the landing or loading of the explosive, except those actually engaged in the work.
 - (i) No boats shall be engaged in the landing, shipping, or transshipping of any explosive as aforesaid of more than one hundredweight until three hours' notice shall have been given in writing by the master, owner, or agents of the vessel to the Inspector of Harbour Police, and an officer of the Police Force shall have been appointed by him and occupies the boat to see the regulations carried out.
 - (j) The Police officer superintending the landing shall refuse to receive gunpowder or other explosive so packed that it would be unsafe or dangerous to transport.
 - (k) No cargo of any description shall be conveyed in the same boat with powder or other explosive of over one hundredweight.
 - (l) Any explosive of the 5th (Fulminate) class or any such explosive of the 6th (Ammunition) class as contains its own means of ignition, or any explosive of the 7th (Firework) class shall not be conveyed in the same vehicle or boat with any explosive not of the class and division to which it belongs.
2. The owner, master, or agents of every ship carrying a cargo any part of which consists of explosives shall before entering the harbour give notice in writing of the nature of such cargo to the Master Attendant and the Collector of Customs, and shall place or moor his ship in such place as the Master Attendant may direct, and while any explosive remains on board shall not, except for the purpose of proceeding to sea, remove his ship without the written permission of the Master Attendant.
3. All barges containing explosives shall be removed at sunset to the mooring specially appointed by the Master Attendant and such barges shall be moored fore and aft by chains.
4. At least three hours' notice in writing shall be given by the shipper to the Collector of Customs before any explosive is brought to the Customs premises for shipment. Explosives for shipment shall not be allowed to remain in the Customs premises, but shall be shipped forthwith.

Note.—For penalty of breach of above regulations see section 27 (d) of the Ordinance (No. 8 of 1902) by which parties concerned are liable to a fine of Rs. 1,000 and a further penalty of Re. 1 for every pound of explosive concerned and forfeiture of explosive concerned.

ORDINANCE No. 17 OF 1869.

REGULATIONS made by the Principal Collector of Customs for the landing and shipping of dangerous cargo under sections 26 and 48 of Ordinance No. 17 of 1869, and approved by His Excellency the Governor in Executive Council.

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

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

REGULATIONS REFERRED TO.

1. Packages containing substances of a dangerous nature referred to in the subjoined list shall not be landed on or shipped from any quay unless distinctly marked as such on the outside of each package. Such package shall in no circumstances be allowed inside a Customs building. Packages containing lucifer matches, if allowed to remain on the quay or in the harbour, must be watched continuously by, or at the expense of, the owner or owners of the goods. Packages of acids, aqua fortis, or oil of vitriol shall not in any circumstances be landed on or shipped from any quay at night.

List referred to.

Acids.	Creosote.	Lubricating oil.	Saltpetre.
Aqua fortis.	Chinese crackers.	Lucifer matches.	Sulphur.
Asphalt.	Fats.	Mineral naphtha.	Tallow.
Bi-sulphide of carbon.	Flit.	Nitrates.	Tar.
Boh-no.	Greases.	Oil of vitriol.	Turpentine.
Bone black.	India rubber solution.	Phosphorous.	Varnishes.
Carbides.	Lamp black.	Pitch.	Vegetable black.
Celluloid.	Lotol.	Ruberoid.	Xylonite.

2. Compressed ammonia gas or liquefied anhydrous ammonia, compressed atmospheric air, compressed or liquefied carbonic acid gas (carbon dioxide), compressed coal gas, compressed hydrogen, compressed or liquefied nitrous oxide, compressed oxygen, compressed or liquefied sulphurous acid gas (sulphur dioxide) may be discharged from or shipped into vessels in the port, subject to the following conditions:—

- (a) These gases must be packed in cylinders made of wrought iron or mild steel of the best quality, which must comply in all respects with the specifications given below. The cylinders must not exceed 8 feet in length and 10 inches in diameter. Provided that sulphur dioxide may be packed in glass syphons with gun metal valves.
- (b) Cylinders must be separately and securely packed in strong wooden boxes or in a covering made of closely plaited one-inch (circumference) hemp, coir, or matting of such nature, except that—
 - (i.) Several small cylinders not exceeding 24 inches in length and 4 inches in diameter may be packed in one box, provided that each cylinder is contained in a separate compartment or separately encased in closely plaited one-inch (circumference) hemp or coir or matting of such nature. Each box must not contain more than 25 small cylinders, and the gross weight of each box and contents must not exceed 2½ cwt.
 - (ii.) Small cylinders not exceeding 12 inches in length and 3 inches in diameter containing nitrous oxide may be packed in wickerwork baskets containing two such cylinders in separate compartments.
 - (iii.) Cylinders of carbon dioxide may be imported without being packed in a wooden or other covering.
- (c) Cylinders containing compressed atmospheric air, coal gas, hydrogen, or oxygen must not be charged to a greater pressure than 1,800 lb. per square inch.
- (d) No cylinder may contain, per pound of water capacity, more than ¾ lb. of carbon dioxide (carbonic acid gas), ½ lb. of anhydrous ammonia, ¾ lb. of nitrous oxide, or 1¼ lb. sulphur dioxide (sulphurous acid gas) respectively.
- (e) In the case of cylinders for anhydrous ammonia, the greatest pressure of gas must be assumed as 1,000 lb. per square inch, and at that pressure the stress in the metal must not exceed 6 tons per square inch for wrought iron, or 7 tons per square inch for steel.
- (f) Cylinders containing gases and liquids under pressure must be carefully handled, and must not be placed near a fire, or exposed to other source of heat.
- (g) All cylinders shall be sufficiently marked as to be easily identifiable as containing gas or liquid under pressure.
- (h) After being landed and until removed all cylinders shall be adequately protected from the sun's rays by a suitable covering.

Specifications referred to in Clause (a) Cylinders for the conveyance of Compressed Gas.

- (1) *Lap-welded Wrought Iron.*—Greatest working pressure, 120 atmospheres, or 1,800 lb. per square inch. Stress due to working pressure not to exceed 6½ tons per square inch. Proof pressure in hydraulic test, after annealing, 224 atmospheres, or 3,360 lb. per square inch. Permanent stretch in hydraulic test not to exceed 10 per cent. of the elastic stretch. One cylinder in 50 to be subjected to a statical bending test, and to stand crushing nearly flat between two rounded knife edges without cracking.
- (2) *Lap-welded or Seamless Steel.*—Greatest working pressure, 120 atmospheres, or 1,800 lb. per square inch. Stress due to working pressure not to exceed 7½ tons per square inch in lap-welded or 8 tons per square inch in seamless cylinders. Carbon in steel not to exceed 0.25 per cent. or iron to be less than 99 per cent. Tenacity of steel not to be less than 26 or more than 33 tons per square inch. Ultimate elongation not less than 1.2 inches in 8 inches. Test bar to be cut from finished annealed cylinder. Proof pressure in hydraulic test, after annealing, 224 atmospheres, or 3,360 lb. per square inch. Permanent stretch shown by water jacket not to exceed 10 per cent. of elastic stretch. One cylinder in 50 to be subjected to a statical bending test, and to stand crushing nearly flat between rounded knife edges without cracking.
- (3) *Regulations applicable to Lap-welded Wrought Iron Cylinders and to Lap-welded or Seamless Steel Cylinders.*—Cylinders to be marked with a rotation number, a manufacturer's or owner's mark, an annealing mark with date, a test mark with date. The marks to be permanent and easily visible. Testing to be repeated at least every two years, and annealing at least every four years. A record to be kept of all tests. Cylinders which fail in testing to be destroyed or rendered useless.

Hydrogen and coal gas cylinders to have left-handed threads for attaching connections, and to be painted red.

The compressing apparatus to have two pressure gauges, and an automatic arrangement for preventing overcharging. The compressing apparatus for oxygen to be wholly distinct and unconnected with the compressing apparatus for hydrogen and coal gas.

Cylinders not to be refilled till they have been emptied.

The valve fittings should be protected by a steel cap.

A minimum weight to be fixed for each size of cylinder in accordance with its required thickness. Cylinders of less weight to be rejected.

(4) *Cylinder Fittings*.—No oil or similar lubricant to be used for cylinder valves, pressure gauges, regulators, or other fittings.

Pressure gauges to have a check to prevent a sudden inrush of gas.

Pressure gauges for hydrogen and coal gas to have left-handed screws, and to be painted red.

3. Rule 13 of the regulations dated March 14, 1919, published in *Government Gazette* No. 7,002 of March 21, 1919, as amended by the Notification dated February 18, 1920, published in *Government Gazette* No. 7,087 of February 20, 1920, and the regulations dated September 25, 1924, published in *Government Gazette* No. 7,419 of September 26, 1924, are hereby revoked.

“THE CEYLON MEDICAL COLLEGE ORDINANCE, 1905.”

RULE made by the Council of the Ceylon Medical College, under section 14 of “The Ceylon Medical College Ordinance, 1905,” and approved by His Excellency the Governor and the Executive Council.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

RULE REFERRED TO.

Rule 3 of the rules made under section 14 of “The Ceylon Medical College Ordinance, 1905,” and published by Notification dated April 7, 1926, in *Government Gazette* dated April 9, 1926, is hereby repealed, and the following substituted therefor:—

3. The Pre-Medical Examination shall include the subjects of Chemistry, Physics, and Biology, and shall be held twice a year in Colombo, in the months of March and September, *except in the year 1926, when it shall be held in the month of June.*

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

“THE PRISONS ORDINANCE, 1877.”

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

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

RULE REFERRED TO.

The rules published by Notification dated April 1, 1926, in *Government Gazette* No. 7,520 dated April 9, 1926, are hereby amended as follows:—

(a) By inserting the following heading to rules 291 to 296 appearing in rule 2 of the rules published by the said Notification—

Class Rules.

Part I.—For first offenders and specially selected re-convicted criminals.

(b) By inserting the following heading to rule 297 appearing in rule 2 of the rules published by the said Notification—

Part II.—For re-convicted prisoners (as defined by Ordinance No. 32 of 1914).

(c) By inserting the following after the sentence “Prisoners in Class II. shall be eligible for employment outside prison walls” in rule 297 (d) appearing in rule 2 of the rules published by the said Notification—

If employed as artisans, sledgers, or miners, they shall, if the Superintendent is satisfied with their conduct and industry, be allowed 50 cents a month to be paid on discharge, such earning, however, being liable to deduction for tools lost or damage done; if not employed in these capacities they shall be entitled to a cent for each day on which they have earned full marks.

“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.

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

By His Excellency's command,

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.

"THE PETROLEUM ORDINANCE, 1887."

REGULATIONS made by His Excellency the Governor in Executive Council under the provisions of section 38 of "The Petroleum Ordinance, 1887."

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 10, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

REGULATIONS REFERRED TO.

Regulations relating to Petrol Service Stations.

1. Dangerous petroleum up to a quantity not exceeding 2,000 gallons shall be stored in gas-tight metal tanks, each tank must be constructed of strong iron or mild steel plates well rivetted together and thoroughly caulked and designed according to sound engineering practice to render the tank thoroughly substantial and effective. Each tank shall be of a capacity not exceeding 1,000 gallons, sunk completely underground in the position shown on the plan submitted to and approved by the Local Authority and placed in a pit lined with concrete or brick in cement, the tank being packed round with sand, earth, or clay, so that no air space is left below ground level and the tank is not visible.
2. A pump or pumps shall be placed in the position as shown on a plan submitted to and approved by the Local Authority. The pipe connection between the tank or tanks and the pump or pumps shall be placed underground in the position shown on a plan submitted to and approved by the Local Authority, and all joints, valves, and cocks shall be gas-tight.
3. For the purpose of charging the tanks of motor vehicles the petroleum shall be—
 - (a) Pumped through strong metal piping by means of approved pumps into above-ground measuring tanks of a capacity not exceeding 30 gallons, fixed in approved positions, and run thence through sound hose, fitted with secure self-closing cock and nozzle, into the tanks of motor vehicles; or
 - (b) Pumped through strong metal piping by means of approved pumps into an above-ground services tank of approved capacity, fixed in an approved position, and run thence through strong metal piping into measuring tanks of a capacity not exceeding 30 gallons fixed in approved positions and thence through sound hose, fitted with secure self-closing cock and nozzle, into tanks of motor vehicles; or
 - (c) Pumped by means of approved measuring pumps, fixed in approved positions, through strong metal piping and sound hose fitted with secure tap and nozzle, into the tanks of motor vehicles.
4. All tanks, pumps, pipes, and fittings shall be strongly constructed of the best materials to be approved by the Local Authority.
5. All service or measuring tanks shall be fitted with approved overflow and emptying pipes returning to the storage tank.
6. The petroleum shall enter the storage tank "under seal" and all tanks shall be fitted with a vent pipe leading into the open air, the open end being covered with brass gauze 32 mesh and fitted with a hood or the open end shall be fitted with an inlet valve and an exhaust valve. Every other opening in the tank, whether to be used as a manhole or for a pipe or other purpose, not being such a ventilating pipe as aforesaid, must be thoroughly closed by an effective and properly secured cap, cover, or tap.
7. If the licensing officer shall call upon the holder of a licence by a notice in writing to execute any repairs or alterations or improvements to the storage premises, which may, in the opinion of such officer, be necessary for the safety of the said premises, the holder of the licence shall execute the repairs within such period, not being less than one month from date of receipt of the notice or as may be fixed by the notice.
8. The tank before being repaired shall be cleared of all dangerous petroleum and of all dangerous vapours arising from the same.
9. The licence holder is prohibited from delivering any quantity of dangerous petroleum exceeding 3 gallons to any one except the duly registered owner or driver of a motor car, motor lorry, motor launch, or motor boat, or other motor vehicles, and then only in quantities not exceeding 40 gallons.
10. All due precautions shall be taken for the prevention of unauthorised persons having access to any petroleum kept and to the vessels containing or having actually contained the same.
11. Every person managing or employed on or in connection with the storage of dangerous petroleum shall abstain from any act whatever which tends to cause fire or explosion and which is not reasonably necessary, and shall prevent any other person from doing such act.
12. The storage premises shall be liable to inspection by the Licensing Authority or his authorized representative or by a Police officer not being of lower rank than a Sub-Inspector of Police authorised by the Inspector-General in his behalf.
13. The licence holder is prohibited from filling any receptacles that are unsound or unfit to contain dangerous petroleum.
14. An adequate supply of dry sand shall always be kept ready for immediate use in a petrol service station for the purpose of extinguishing fires.
15. Petrol service stations, except such stations as are fitted with electric light, shall be closed between the hours of sunset and sunrise and no work shall be carried on within the premises during these hours.
16. Every licence shall be liable to be forfeited for any contravention of the Petroleum Ordinance, or of any rule thereunder, or of any conditions contained in this licence.

"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, Kunda-sale, 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, Kesbawa, 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, Ingriya, Kalutara, Kochechikade, 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 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.

Comparative Monthly Return of Revenue from October, 1922, to February, 1926.

	1922-23.		1923-24.		1924-25.		1925-26.
	Rs.		Rs.		Rs.		Rs.
October ..	7,729,712	..	8,639,057	..	9,022,025	..	9,776,699
November ..	7,402,884	..	8,001,201	..	7,895,979	..	9,070,282
December ..	6,421,984	..	6,386,145	..	7,792,815	..	8,435,827
January ..	9,389,694	..	11,434,452	..	12,189,391	..	12,032,299
February ..	7,166,303	..	8,209,361	..	8,594,667	..	9,827,860
March ..	7,737,585	..	8,635,906	..	8,777,107	..	
April ..	7,710,087	..	8,088,372	..	9,536,177	..	
May ..	8,440,781	..	7,766,440	..	8,800,293	..	
June ..	7,692,952	..	7,805,669	..	9,830,257	..	
July ..	8,323,151	..	9,634,199	..	9,129,174	..	
August ..	7,499,727	..	8,651,157	..	9,497,003	..	
September ..	8,205,309	..	9,111,157	..	14,474,781	..	
Total ..	93,720,169		102,363,116		115,539,669		

General Treasury,
Colombo, June 1, 1926.

W. W. WOODS,
Colonial Treasurer.

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		Security.
	Tender	Rs.	
1. Galle ..	100	500	
2. Batticaloa ..	50	250	
3. Anuradhapura ..	100	500	

TENDERS are hereby invited for making and supplying the under-mentioned articles from persons willing to contract for this service from October 1, 1926, to September 30, 1927. The rates tendered for all items except boots, helmets, peaked caps, &c., must be for workmanship only. All the necessary materials, except needles and thread, will be supplied by the Railway Storekeeper. All garments to be machine-stitched.

Clothing for Inspectors.

Suits, fine serge, braided and lined with fixed shoulder straps, to measurement	About	20
Suits, drill, with fixed shoulder straps, to measurement	..	200
Shoulder straps made of cord, to pattern	..	50 pairs

Clothing for Station Masters, Relief Clerks, &c.

Coats, fine serge, braided and lined with fixed shoulder straps, to measurement	About	150
Coats, white drill, with fixed shoulder straps, to measurement	..	900
Trousers, white drill, to measurement	..	1,350

Clothing for Guards, Gate Supervisors, and Car Attendants.

Coats, fine serge, lined, to measurement	About	150
Coats, fine serge, plain, to measurement	..	160
Coats, coarse serge, plain, to measurement	..	5
Suits, fine serge, plain to measurement	..	150
Suits, coarse serge to measurement	..	175
Trousers, fine serge, to measurement	..	5
Trousers, coarse serge, to measurement	..	5
Trousers, white drill, to measurement	..	1,800
Cuffs and collars, to be stitched on to coat if required, to pattern	..	10 sets

Clothing for Sergeants, Shunters, Ticket Collectors, Ticket Examiners, &c.

Coats, fine serge, plain, with fixed shoulder straps, to measurement, two holes to be made on straps for fixing shoulder badges	About	5
Suits, fine serge, plain, with fixed shoulder straps, to measurement, two holes to be made on straps for fixing shoulder badges	"	90
Suits, coarse serge, plain, to measurement	"	225
Suits, fine serge, plain, to measurement	"	50
Gold stripes, to pattern	"	25 sets
Trousers, white drill, to measurement	"	30

For Porters, Policemen, Gatemen, &c.

Suits, coarse serge, 4 standard sizes	About	4,000
Coats, coarse serge, 4 standard sizes	"	100
Shoulder straps, red, to pattern	"	900 pairs
Shoulder straps, green, to pattern	"	1,200 pairs
Motor chauffeurs' khaki uniforms, complete to measurement, buttons not required	"	40
Drill suits for carriage cleaners, &c.	"	200
Drill coats, to standard sizes	"	10
Khaki drill overalls, to measurement	"	340
Drill slops	"	140
Khaki pigstickers, to sizes, with puggaries	"	20
Khaki helmets, Wolseley pattern, with puggaries	"	15
Peaked caps, infantry pattern, without covers	"	5
Khaki covers for peaked caps, infantry pattern	"	25
Boots, ammunition, with toe caps, to measurement	"	25 pairs

For Peons, Messenger Boys, &c.

Coats, coarse serge, to measurement	About	5
Coats, khaki drill, to measurement	"	300

Miscellaneous.

For stitching in red thread the words "Extra Porter," "Outside Porter," or "Goods Porter," &c., on coarse serge or drill coat and "Ticket Examiner," "Shunter," &c., on cap. Tender to be per letter.

Notes.—(1) The above figures show approximate requirements for the period.

(2) All men to be measured at their respective stations; free passes for the purpose being provided by the Department as and when required.

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 Railway Clothing" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 22, 1926.

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

6. The tenderers should specify the rate at which each different description of uniform or article would, as shown above, be made up of materials supplied (exclusive of needles and thread) by the Railway Stores Department, according to the specification which can be seen at the Office of the Railway Storekeeper.

7. The contractors will be held responsible for the safe custody of all materials entrusted to them for the manufacture of uniform clothing.

8. All cotton materials supplied by the Railway Storekeeper should be well shrunk before making up the uniforms, and no further allowance on account of any shrinkage that may occur will be made.

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

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

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

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

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

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

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

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

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

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

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

20. Should the contractor at any time during the execution of this contract find that he will be unable to deliver the uniforms or any portion of them within the period specified, he shall at once give notice accordingly to the General Manager of the Railway, who shall have an absolute discretion either to grant an extension of time or determine the contract and recover damages as provided herein in condition 21.

21. Should the contractor fail to deliver the uniforms within the time specified for which an instalment of materials has been issued or should he commit a breach of any of the covenants of the contract, the General Manager shall be at liberty by notice in writing to forthwith determine the contract, and thereupon the contractor will be liable to pay to the General Manager all costs and expenses incurred by failure to deliver, or by the breach of any of the covenants of the contract and shall in addition be liable to forfeit the sum of Rs. 2,000 deposited by him as security for the due performance of the contract and which said sum of Rs. 2,000 shall be paid and forfeited as liquidated damages and not by way of a penalty and shall not be deemed to include the costs and expenses hereinbefore referred to.

22. The decision of the General Manager of the Railway as to whether the contractor has been guilty of any breach of the covenants and conditions on the part of the contractor to be done, observed, and performed, and upon all questions arising out of or incidental to the contract shall be deemed final and conclusive, and the contractor shall be bound thereby.

General Manager's Office,
Colombo, June 2, 1926.

D. McMILLAN,
Acting General Manager.

TENDERS are hereby invited for the supply of bricks, tiles, bamboos, posts, sand, and cadjans, &c., from October 1, 1926, to September 30, 1927.

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

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

4. Tenders should be marked "Tender for Bricks, &c." in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 29, 1926.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Colonial Storekeeper, 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. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Samples of bricks, tiles, &c., in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure, and the name placed on the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 1,500 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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 or sublet without the authority of the Tender Board.

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

12. 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.

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.

JOHN GIBB,
Colonial Storekeeper.

June 8, 1926.

TENDERS are hereby invited for the supply of South Indian tiles, first quality (flat, half ridge, ventilation glass, finials, and ornamental ridge), from October 1, 1926, to September 30, 1927.

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

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

4. Tenders should be marked "Tender for South Indian Tiles" in the left hand top corner of the envelope, and

should reach the Office of the Controller of Revenue not later than midday on June 29, 1926.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Colonial Storekeeper, 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. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. The name of the tenderer, name of manufacturing firm, and place of manufacture should be marked on them. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure, and the name placed in the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 1,000 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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 or sublet without the authority of the Tender Board.

11. No contracts 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 Colonial Storekeeper for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

12. 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 sums as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

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.

JOHN GIBB,
Colonial Storekeeper.

June 8, 1926.

TENDERS are hereby invited for conveyance of stores by cart within the gravets of Colombo, from October 1, 1926, to September 30, 1929.

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 Conveyance of Stores" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 29, 1926.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Colonial Storekeeper, 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. 30 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should

any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. The amount of security required will be Rs. 200 in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

9. Contracts 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, 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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 for a period of one, two, or three years.

JOHN GIBB,
Colonial Storekeeper.

June 8, 1926.

SCHEDULES of rates are hereby invited for building a set of cooly lines of six rooms at Bomiriya.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province, Colombo, and the duplicate addressed to the District Engineer, Colombo, endorsed on the outside "Schedules of Rates for Cooly Lines at Bomiriya" 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. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialled will be treated as informal and rejected.

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

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

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

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

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

TENDERS are asked for sawing 3,000 broad gauge sleepers (more or less) from logs of palu, satin, rani, milla, hulanhik, godapara, supplied by the Railway Extensions Department, beside the new railway between Gal-oya Junction and Kantalai, on the Batticaloa Trincomalee Light Railway, in accordance with the following specification and conditions:—

(a) The broad gauge sleepers for 5 ft. 6 in., gauge to be supplied are to be 9 ft. long, 10 in. wide, and 5 in. deep.

(b) The sleepers sawn shall be rectangular with straight and parallel faces, free from sapwood, shakes, large or dead knots, dry rot, splits, or any imperfection likely to affect the strength, utility, or life of the sleepers and timbers. Small firm knots not exceeding 2 in. in diameter may be allowed, provided none such occur within 6 in. of either rail seat.

(c) A certain amount of wane may be allowed on each corner of the upper side of sleepers, provided it does not occur within 6 in. of either rail seat, and that it does not measure more than 1½ in. on any face, or reduce the normal sectional area by more than one-eighth.

(d) Sufficient allowance for shrinkage shall be made to insure that the sleepers are fully up to the specified dimensions, not more than 5 per cent. of any lot may consist of sleepers of short width up to ½ in. or short length up to 1 in.

2. The sleepers sawn shall be subject to inspection, and the Engineer has the right to reject such sleepers, as may be found to be bad in quality, or faulty sleepers at a rate not exceeding half the sum named in the contract for accepted sleepers.

3. Tenders may be for lots of 500 sleepers and upwards.

4. All tenders should be in duplicate, sealed under one cover, marked "Tenders for Sawing Sleepers, Railway Extensions Department" in the left hand top corner of the envelope, and must be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

5. Tenders should be deposited in the tender box in the Office of the Controller of Revenue, or be sent through the post, so as to reach that office not later than noon on Tuesday, June 29, 1926.

6. The tenders are to be made on forms which will be supplied upon application at the Office of the Chief Construction Engineer, 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.

7. A cash deposit of Rs. 30 will be required to be made at the General Treasury, or at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into contract, within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Chief Construction Engineer's Office.

8. Ten per cent. of the total amount due will be retained by the Engineer as security, and within 30 days of the completion of the supply in all respects as provided for in the agreement the retention money will be paid to the contractor.

9. Payments will be made monthly on the certificate furnished by the Assistant Engineer through the Executive Engineer, Trincomalee, during the month following that for which the sleepers have been supplied.

10. No contracts 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 defaulting contractors, or any person to whom the Chief Construction Engineer, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

13. The contractor shall not assign or transfer the contract without the permission of the Chief Construction Engineer.

14. Sawing may commence from date of acceptance of the tender.

15. The successful tenderer will be required to enter into an agreement with the Chief Construction Engineer for the due fulfilment of the contract.

16. Any further information can be obtained on application to the Chief Construction Engineer, Railway Extension Office, Colombo, and not to the undersigned in person.

M. C. BOWEN,
Chief Construction Engineer,
Railway Extensions.

Colombo, June 9, 1926.

TENDERS are hereby invited for the under-mentioned supply of timber in the log during 1925-27. Details of work and the area of exploitation are given in the schedule below:—

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

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

4. Tenders should be marked "Tender for Supply of Timber in the Log, Northern 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 29, 1926.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna, which can be applied for by post or personal application. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tender 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 forwarded or produced before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or to furnish approved security within ten days of receiving notice from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other information can be ascertained on application to the office referred to in section 5. A further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into the bond.

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

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender, not necessarily the lowest tender.

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

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

14. Tenderers before tendering should inspect the areas of operation as shown in the schedule and should sign a statement to that effect prior to their obtaining tender forms. The Range Forest Officer, Mullaittivu, will be prepared to show, a week before the issue of tender forms, the blocks to be exploited.

15. For further information and for inspection of the draft contracts, application should be made to the Divisional Forest Officer, Northern Division, Jaffna.

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 one foot from the ground.
(b) Only such trees as are stamped and marked by a Forest Officer are to be felled.

(c) All trees after felling should be logged to the longest available lengths and transported to an inspection 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 and finally passed for transport to the delivery depôt.

(d) The area of operation comprises three blocks. Work shall not be permitted in more than one block at a time. All work connected with felling shall be completed in block 25, before the contractor will be permitted to enter block 26. Similarly, work in block 26 must be entirely completed before the contractor will be permitted to enter block 28. The same system should be followed in respect of the transport of timber in the log.

(e) The contractor will not be permitted to enter any fresh block without the written authority of the Divisional Forest Officer or the Range Forest Officer if authorized by the former.

(f) The contractor will receive full payment for all accepted logs at the delivery depôt.

(g) 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.

(h) Rejected logs will not be paid for, and they will lapse to Government as well as all refuse wood in the area under operation. The contractor shall have no claim in respect of any rejected material.

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

(j) The contractor will be liable to the following fines:—

(a) For failure to fell trees before August 15, 1926. Rs. 5 for every tree not felled.

(b) For failure to deliver logs at the final delivery depôt before October 31, 1926, Rs. 5 for every log undelivered.

(c) For commencing unauthorized operations in a fresh block without completing the one under work. Rs. 100.

Schedule.

To fell, log, and transport to Mankulam Forest Department Depôt, enumerated trees of over 12 feet in length and 5 feet 6 inches girth and over standing in block No. 25: 60 palu, 20 satin, and 1 milla tree (more or less); in block No. 26: 80 palu, 11 satin trees (more or less); and 17 palu 5 satin trees (more or less) in block No. 28 of the forest known as Teravil-Oddusuddan Reserve and deliver neatly stacked at the above-mentioned depôt, according to the instructions of the Divisional Forest Officer. Logs of over 12 feet in length and 66 inches girth at base passed at the inspection depôt should be transported to the delivery depôt.

The contractor will not be entitled to any payment for logs below the above specification brought to the delivery depôt. The area of operation is bounded as follows:—

- North: Cut line.
- East: Cut line.
- South: Cut lines north of blocks 24, 15, and 16.
- West: Reserve boundary for blocks 25 and 26, cut lines for block 28.

Distance of transport is about 6 to 8 miles by village road, and forest, and 7 miles by Public Works Department road.

The work is to commence immediately after acceptance of tender and should be completed before October 31, 1926. All felling of trees should be completed on or before August 15, 1926. 25 logs should be supplied by July 31, 1926. 100 logs by September 15, 1926, and the balance by October 31, 1926.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, June 7, 1926.

TENDERS are hereby invited for the under-mentioned supply of timber in the log during 1925-26. The work is to commence within two weeks of the intimation of acceptance of tender. Details of work and the area of exploitation are given in the schedule below.

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

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

4. Tenders should be marked "Tender for Supply of Timber in the Log, Northern 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 29, 1926.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna, which can be applied for by post or personal application. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tender 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 forwarded or produced before any form of tender is issued. Should any person decline or fail to enter into the contract and bond after he has tendered, or to furnish approved security within ten days of receiving notice from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

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

8. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other information can be ascertained on application to the office referred to in section 5. A further security in cash of 5 per cent. of the value of the contract will be required of the contractor when entering into the bond.

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

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

11. The Government reserves to itself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender, not necessarily the lowest tender.

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

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

14. Tenderers before tendering should inspect the areas of operation as shown in the schedule.

15. For further information and for inspection of the draft contracts, application should be made to the Divisional Forest Officer, Northern Division, Jaffna.

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 one foot from the ground.
(b) Only such trees as are stamped and marked by a Forest Officer are to be felled.

(c) All trees after felling should be logged to the longest available length and transported to an inspection 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.

(d) The contractor will receive full payment for all logs accepted by the Divisional Forest Officer at the delivery depôt.

(e) 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.

(f) Twenty-five per cent. of the supplies should be delivered by August 10, 1926, 50 per cent. by August 31, 1926, and the balance by September 15, 1926.

(g) Rejected logs will not be paid for, and they will lapse to Government. The contractor shall have no claim in respect of any material sold as rejections.

(h) For failure to have the required specified quantity of logs delivered at the delivery depôt, the contractor shall be liable to a fine of Rs. 5 for each log not delivered.

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

Schedule.

To fell 147 palu and 3 satin trees, 4 feet 6 inches in girth and over, enumerated and marked by the Range Forest Officer, Mullaittivu, in the forest called Puthukudi Iruppu released areas. The area of operation is 5 square miles in extent (more or less) and bounded as follows: north by Marutapilla-arû, east by sea, south by Kalmaduivil-arû, west by scrub jungle.

All satin trees are to be barked immediately after felling. To convert the trees so felled into 150 logs of 10 feet and over in length. All logs immediately after conversion to be transported to the seashore at Mattalam salt depôt, loaded into native vessels and transported by sea to Kankasanturai, and unloaded and stacked out of reach of high water at the Kankasanturai delivery depôt. Distance by jungle road to seashore at Mattalam depôt is about 2 to 3 miles, and by sea, approximately 100 miles.

No log less than 10 feet in length will be passed at the Mattalam depôt for transport to the delivery depôt. The contractor shall not be entitled to any payment for logs below the above specification brought to the delivery depôt.

The contractor will be responsible for the safety of the timber in the log when lying in the forest, stacked in the seashore and in transit. The contractor or his agent should give a receipt to the Forest Officer in charge before logs are removed from the shipping depôt, and the contractor will be responsible for delivering the logs at Kankasanturai. Any deficiency must be made good by payment of the value thereof, viz., cost of supply and royalty, plus 25 per cent. of royalty.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, June 7, 1926.

TENDERS are hereby invited for the leases of the following properties belonging to the Crown, situated in the vicinity of the Grand Bazaar, Jaffna:—

- (a) Aninchilady and Pathirithidal of 2 lachams and 11½ kulies varagu culture, situated on the right of the lane from Grand Bazaar road to Chemmar Mosque and containing buildings suitable for use as godowns or kiddankies; and bounded as follows: east by property of the heirs of Mohamadu Caseem, Sangaralingam Chetty Muttiah Chetty, Sangaralingam Chetty Muttuvelu Chetty, and Thambirajah Packeer Muhideen, north by property of Thambirajah Packeer Muhideen and Sultan Packeertamby, west by lane, south by property of the heirs of Murugesar Sinnathambi and the property in the management and possession of Velupillai Vinasitambi and the heirs of Mohamadu Caseem.
- (b) Palluvilithoddam of 8 lachams and 14½ kulies varagu culture, situated on the right of the Koddadi road, a little beyond the Pannai road crossing, a coconut garden with a substantially built house thereon, boundaries: east by property of Achehimuttu, wife of Kandavanam Marimuttu, lately purchased by the Crown, north by the property of Thankamuttu, wife of Suppapillai, west by the property of Kanapatiar Thampoe, south by road.
- (c) Palluvilithoddam of 8 lachams and 14½ kulies varagu culture, a garden land adjoining land (b) on the east, boundaries: east by the property of Velupillai Muttukumar and of Sinnan, wife of Elaiyathambi, north by the property of Thangamuttu, wife of Suppapillai, west by the property of Sivapakkiam, wife of Nakalingam, lately purchased by the Crown, south by road.
- (d) Thiruvalarthidal of 23 lachams and 6 kulies paddy culture, situated on the left of the Koddadi road to the south of the Pannai road crossing, a garden with incomplete buildings, boundaries: east by the property of Sellamma, wife of Nagalingam Somasundaram, north by road, west by the property of the heirs of Valliammai, wife of Sinniah, and south by the esplanade.

Also for the following properties in Vannarponnai west:—

- (e) Palluvilithoddam of 55 lachams paddy culture, boundaries: east by property belonging to Vaitheesparan Kovil and property of Marimuttu Kumaraswamy and others, north by property belonging to Murugamoorthy Kovil, west by property of Kathiresar Muttukumar, south by road.
 - (f) Koddadithidalvayal of 68 lachams and 6 kulies paddy culture, boundaries: east and west by Crown property, north and south by property belonging to Vaitheesparam Kovil.
2. The tender for the godowns or kiddankies in (a) should be for the whole property or for separate rooms.
 3. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Government Agent, Northern Province, the Kachcheri, Jaffna.
 4. Tenders should be marked "Tender for Lease of Crown Property in Jaffna Town" on the left hand corner of the envelope, and should reach the Jaffna Kachcheri not later than midday on Saturday, July 10, 1926.
 5. Tenders should either be deposited in the tender box in the Jaffna Kachcheri, or be sent through the post.

6. Tenders are to be made upon forms, which will be supplied upon application at the Jaffna Kachcheri, and no tender will be considered unless it is on the recognized form.

7. A deposit of Rs. 15 in respect of each land tendered for will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or at any Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any tenderer decline to enter into a lease bond within 10 days of receiving notice in writing from the Government Agent that his tender has been accepted, such deposit will be forfeited. Other deposits will be returned upon the completion of the lease of the lot in respect of which such deposit was made or on rejection of all tenders for such lot.

8. All alterations or erasures in a tender should bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

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

10. The Government Agent reserves to himself the right, without question, of rejecting any or all tenders.

11. The following are the principal conditions:—

- (a) The lease shall be for one year from August 1, 1926.
 - (b) Three months' rent shall be deposited in cash as security within ten days of notification of acceptance of tender, and the rent shall be paid by the lessee in equal monthly instalments in advance.
 - (c) The lessee will be entitled to occupy the lands and buildings or to let them out on a monthly tenancy.
 - (d) The lessee shall not cut down any trees or interfere with any existing fence, boundary, or buildings. He will be held responsible for any damage caused to the buildings, grounds, or plantations by any improper use or careless attention.
 - (e) The lessee or lessees of the lots with buildings, shall maintain the grounds and buildings in good conditions, including whitewashing, but excluding structural repairs.
 - (f) The lessee shall not assign or transfer the lease of the premises without the written permission of the Government Agent, Northern Province.
 - (g) If the whole or any portion of the premises is required by Government before the expiry of the lease, such whole or portion thereof shall be surrendered on one month's notice being given, in which case a proportionate reduction in the rental will be made for the unexpired period of the lease.
 - (h) In the event of any breach of the foregoing conditions, the Government Agent shall have power to resume possession of the premises and eject the lessee therefrom without compensation.
 - (i) The lessee shall at the expiration or sooner determination of the lease, deliver up the leased premises with the buildings, if any thereon, in good condition and repair to the Government Agent, Northern Province, or to a deputy appointed by him.
12. Any further particulars may be obtained on application to the Government Agent, Jaffna Kachcheri.

The Kachcheri,
Jaffna, June 2, 1926.

F. J. SMITH,
Government Agent.

TENDERS are hereby invited for the purchase of the following properties belonging to the Crown, situated in the vicinity of the Grand Bazaar, Jaffna:—

- (a) Aninchilady and Pathirithidal of 2 lachams and 11½ kulies varagu culture, situated on the right of the lane from Grand Bazaar road to Chemmar Mosque, and containing buildings suitable for use as godowns or kiddankies; and bounded as follows: east by property of the heirs of Mohamadu Caseem, Sangaralingam Chetty Muttiah Chetty, Sangaralingam Chetty Muttuvelu Chetty, and Thambirajah Packeer Muhideen, north by property of Thambirajah Packeer Muhideen and Sultan Packeertamby, west by lane, south by property of the heirs of Murugesar Sinnathambi and the property in the management and possession of Velupillai Vinasitambi and the heirs of Mohamadu Caseem.

- (b) Palluvilithoddam of 8 lachams and 14½ kulies varagu culture, situated on the right of the Koddadi road, a little beyond the Pannai road crossing, a coconut garden with a substantially built house thereon, boundaries: east by the property of Achchimuttu, wife of Kandavanam Marimuttu, lately purchased by the Crown, north by the property of Thankamuttu, wife of Suppapillai, west by the property of Kanapatiar Thampoe, south by road.
- (c) Palluvilithoddam of 8 lachams and 14½ kulies varagu culture, a garden land adjoining land (b) on the east, boundaries: east by the property of Veluppillai Muttukumaru and of Sinnan, wife of Elaiyathambi, north by the property of Thangamuttu, wife of Suppapillai, west by the property of Sivapakkiam, wife of Nakalingam, lately purchased by the Crown, south by road.
- d) Thirivalarthidal of 23 lachams and 6 kulies paddy culture, situated on the left of the Koddadi road to the south of the Pannai road crossing, a garden with incomplete buildings, boundaries: east by the property of Sellamma, wife of Nagalingam Somasundaram, north by road, west by the property of the heirs of Valliammai, wife of Sinniah, and south by the esplanade.

Also for the following properties in Vannarponnai west:—

- (e) Palluvilithoddam of 55 lachams paddy culture, boundaries: east by property belonging to Vaitheesparan Kovil and property of Marimuttu Kumaraswamy and others, north by property belonging to Murugamoorthy Kovil; west by property of Kathiresar Muttukumaru, south by road.
- (f) Koddadithidalvayal of 68 lachams and 6 kulies paddy culture, boundaries: east and west by Crown property, north and south by property belonging to Vaitheesparan Kovil.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Government Agent, Northern Province, the Kachcheri, Jaffna.

3. Tenders should either be deposited in the tender box in the Jaffna Kachcheri, or be sent through the post.

4. Tenders should be marked "Tender for Purchase of Crown Property in Jaffna Town" in the left hand corner of the envelope, and should reach the Jaffna Kachcheri not later than midday on Saturday, July 10, 1926.

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

6. A deposit of Rs. 50 in respect of each land tendered for will be required to be made at the General Treasury, Colombo, or at any Kachcheri or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person, whose tender for any lot is accepted, decline to pay the instalment or balance purchase amount as provided in paragraph 9 below, the deposit, as well as any instalment paid in respect of such lot, 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. Other deposits will be returned upon the completion of the purchase of the lot in respect of which such deposit was made, or on rejection of all tenders for such lot.

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

8. The Government does not bind itself to accept the highest, or any tender.

9. The successful tenderer will be required to pay 1/10 of the amount tendered within three days of issue of notification of acceptance of such tender and the balance within 30 days thereafter.

10. Any further particulars may be obtained on application to the Government Agent, Jaffna Kachcheri.

The Kachcheri,
Jaffna, June 2, 1926.

F. J. SMITH,
Government Agent.

TENDERS are invited for supplying best milchard and best country rice for the use of the Irrigation Department from November 1, 1926, to October 31, 1927. Tenders may be submitted for supplying rice at one or more of the works enumerated below:—

Name of Work.	Place of Delivery.
(1) Giants Tank, Northern Province	Madhu road and Murunkan
(2) Karachehi, Northern Province	Kilinochchi
(3) Unnichchi, Eastern Province	Unnichchi
(4) Vakaneri, Eastern Province	Vakaneri
(5) Allai (including Verugal) Works, Eastern Province	Kallar and Thoppur
(6) Walawe Left Bank, Southern Province	Ridiyagama tank store (6 miles on minor road from Ambalantota)

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 Rice to the Irrigation Department" 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, August 10, 1926.

5. The tenders are to be made in duplicate upon forms which will be supplied upon application at the Office of the Director of Irrigation, Trincomalee, 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. 100 will be required to be made either at the Treasury or a Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract within ten days of receiving notice in writing from the Director of Irrigation, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and he will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. If required by the Director of Irrigation, samples of rice should be deposited before the tenders are considered.

8. Tenderers, who have not previously held Government contracts, when applying for tender forms, should furnish 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 Irrigation 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 Irrigation Department, the name of such department and the district in which the service was rendered should be stated.

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 or sublet without the authority of the Tender Board.

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

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

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

on the list of Crown defaulting contractors, or any other person to whom the Director of Irrigation, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

14. 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.

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

W. BROWN,

for Director of Irrigation.

Office of the Director of Irrigation,
Trincomalee, June 8, 1926.

SCHEDULES of rates are hereby invited for the construction of a set of cooly lines of 8 rooms at forest plantation, Kandapola, on the fuel extraction road.

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

3. The specifications, drawings, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Nuwara Eliya, 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 Offices of the District Engineer, Nuwara Eliya, or the Provincial Engineer, Central Province South, Nuwara Eliya, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province South, Nuwara Eliya, and the duplicate addressed to the District Engineer, Nuwara Eliya, endorsed on the outside "Schedule of Rates for Cooly Lines, Forest Plantations, Kandapola," so as to reach the offices of the foregoing officers on or before 12 noon on June 23, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

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

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

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

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

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

Public Works Office,
Colombo, June 10, 1926.

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

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.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned will be sold by public auction at the Government Saltern at Palavi, on Saturday, June 26, 1926, at 10.30 A.M. :—

One pair bulls (native).

Office of the Salt Adviser,
Colombo, June 7, 1926.

T. G. HUNTER,
Acting Salt Adviser.

THE following unclaimed articles will be sold by public auction on Tuesday, July 13, 1926, at 12.30 P.M., at the court premises :—

Case No.	Description of Articles.
3,601/16,251	Whistle
Hospital, Chilaw	4 bangles
Do.	1 nose pin
Do.	2 bangles
Do.	2 earrings
Do.	2 rings
3,616/16,904	110 coconuts in 2 bags
3,618/16,733	Sarong cloth
Hospital, Chilaw	2 bangles
—	2 earrings
—	2 thodus
—	1 nose pin.
—	1 banian
—	1 sarong
Hospital, Marawila	2 bangles
Hospital, Chilaw	2 bangles
3,630/17,288	19 coconuts
3,631/17,587	Gunny bag
3,640/17,949	Box
3,641/17,511	Shawl

District Court,
Chilaw, June 5, 1926.

O. L. DE KRETZER,
District Judge.

NOTICE is hereby given that the following confiscated and unclaimed articles, now lying in the Police Court of Hambantota, will be sold by public auction at the said court, at 2 P.M., on July 3, 1926 :—

P. C. Case
No.

5,671	1 knife
5,642	3 knives and 1 mamoty
5,930	1 sambur hide and 1 pair sambur horns
6,222	3 mats, 1 sheet, and 1 small handkerchief
6,269	1 table knife and 1 small clasp knife
6,335	1 sambur hide
6,336	1 axe and a bundle of rope
6,365	1 knife
6,398	1 mamoty
6,411	1 katty
6,433	2 small tusks of an elephant
6,500	1 katty
6,551	1 earthen pot
6,489	1 walking stick
6,555	1 deer hide and 8 loaded cartridges
6,579	Rope
6,607	1 knife
6,775	1 axe
6,496	2 loaded cartridges and 1 bottle lamp
6,970	1 katty
7,007	1 penknife
7,047	A bag containing about 56 lb. of cement.

N. W. MORGAPPAH, Jr.,
Additional Police Magistrate.

Police Court,
Hambantota, June 5, 1926.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended June 5, 1926.

Births.—The total births registered in the city of Colombo in the week were 114 (11 Burghers, 63 Sinhalese, 19 Tamils, 16 Moors, 3 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 23.1, as against 26.5 in the preceding week, 26.8 in the corresponding week of last year, and 29.9 the weekly average for last year.

Deaths.—The total deaths registered were 130 (3 Burghers, 82 Sinhalese, 24 Tamils, 16 Moors, 2 Malays, and 3 Others). The death-rate per 1,000 per annum was 26.3, as against 29.8 in the previous week, 31.3 in the corresponding week of last year, and 30.3 the weekly average for last year.

Infantile Deaths.—Of the 130 total deaths, 18 were of infants under one year of age, as against 27 in the preceding week, 36 in the corresponding week of the previous year, and 33 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 7.

Principal Causes of Death.—1. (a) Twenty deaths from *Pneumonia* were registered, 11 in Maradana hospitals (including 5 deaths of non-residents), 2 each in New Bazaar and Slave Island, and 1 each in St. Paul's, Kotahena North, Kotahena South, Maradana North, and Maradana South, as against 22 in the previous week, and 18 the weekly average for last year.

(b) Five deaths from *Bronchitis* were registered, 3 in Maradana hospitals (including 1 death of a non-resident), and 1 each in St. Paul's and Slave Island, as against 6 in the previous week, and 5 the weekly average for last year.

(c) Three deaths from *Influenza* were registered, 2 in New Bazaar, and 1 in Kotahena South, as against 5 in the previous week, and 5 the weekly average for last year.

2. Sixteen deaths from *Phthisis* were registered, 6 in Maradana hospitals (including 4 deaths of non-residents), 3 each in St. Paul's and Slave Island, and 1 each in Kotahena South, New Bazaar, Maradana East, and Maradana South, as against 14 in the previous week, and 14 the weekly average for last year.

3. One death from *Enteric Fever* was registered in Maradana East, as against 2 in the previous week, and 6 the weekly average for last year.

4. One death from *Plague* was registered in Slave Island, as against nil in the previous week, and 1 the weekly average for last year.

5. Six deaths each were registered from *Enteritis*, *Infantile Convulsions*, and *Debility*, 4 from *Dysentery*, 2 each from *Diarrhoea* and *Puerperal Septicaemia*, 1 from *Worms*, and 57 from *Other Causes*.

6. Fifteen cases of *Measles*, 13 of *Chickenpox*, and 1 each of *Enteric Fever* and *Plague* were reported during the week, as against 7, 10, 1, and nil, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 83.6°, against 84.0° in the preceding week, and 82.7° in the corresponding week of the previous year. The mean atmospheric pressure was 29.861 in., against 29.823 in. in the preceding week, and 29.835 in. in the corresponding week of the previous year. The total rainfall in the week was 0.60 in., against 0.58 in. in the preceding week, and 1.37 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, June 8, 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, margerine, 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 or 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 Dandagama 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 thereof 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 dividend 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 aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

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 :—

1. (a) *Table C not to apply ; Company to be governed by these Articles.*—The regulations contained in Table C in the schedule annexed to “The Joint Stock Companies Ordinance, 1861,” shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.
- (b) The sub-headings in these Articles shall not be deemed to be part of or affect the construction of these presents.
2. *Power to alter the Regulations.*—The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained and comprised in these articles or not.
3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

Company.—The word “Company” means “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 be an equality of votes, the Chairman of the meeting at which such poll shall have been taken shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

78. *Number of Votes to which Shareholder entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy, or attorney, shall have one vote for every one share held by him.

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 realise 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 of 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 deposits 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 and 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 English and Scottish Acts referred to in the said sub-section (6) of section 192 of the aforewritten Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present articles.

In witness whereof the subscribers to the memorandum of association have hereunto set and subscribed their names at 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 Colombo Apothecaries Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above-named Company will be held at the registered office of the Company, 33/37, Prince street, Fort, Colombo; on Tuesday, June 22, 1926, at 9.30 A.M., for the purpose of considering and, if thought fit, passing the following resolutions:—

“That the Articles of Association be altered in manner following:—

“Article 139 shall be cancelled.”

Should the above resolution be passed by the requisite majority, it will be submitted for confirmation as a special resolution to a further Extraordinary General Meeting, and such meeting will be held on Wednesday, July 7, 1926, at 9.30 A.M., at the same place, for the purpose of considering and, if thought fit, confirming such resolution as a special resolution accordingly.

By order of the Board,

A. J. PRIOR,
Acting Secretary.

Colombo, June 9, 1926.

The Jambulande Tea and Rubber Estates, Limited.**NOTICE TO SHAREHOLDERS.**

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of The Jambulande Tea and Rubber Estates, Limited, will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on June 29, 1926, at noon, for the purpose of considering and, if thought fit, confirming the following resolution, which was duly passed at an Extraordinary General Meeting of Shareholders held on June 5, 1926:—

(1) That the Capital of the Company be divided into one hundred thousand shares of Rupees Ten each, and that ten fully paid up shares of Rupees Ten each be issued in exchange for each of the existing 4,471 shares of One hundred Rupees each.

(2) That the shares resulting from such subdivision of each share of One hundred Rupees be renumbered, so that the shares representing those numbered 1 to 4,471 be renumbered 4,472 to 49,181.

By order of the Board,

BOIS BROTHERS & COMPANY, LTD.,

Colombo, June 9, 1926. Agents and Secretaries.

Auction Sale.

A Valuable Property and Premises called and known as The Fernery, in Negombo.

In the District Court of Colombo.

(1) Florence Portman of Shillingtone, Dorset, England, widow, (2) Josephine Alexandra Enid St. George of Cleaveland House, 21, Sydney buildings, Bath, England, (3) Hubert Locke Major-General of Greenhayes, East Liss, Hampshire, England, (4) Ada Mildred Locke, wife of 3rd plaintiff, and (5) Katrina Boyd Gibb wife of John Gibb of Adderley House, Monifieth Scotland Plaintiffs.

No. 17,435. Vs.

(1) Mary Hilda de Zylva, (2) Edna Aline de Zylva, (3) Edna Grace de Zylva, (4) Edward Douglas de Zylva, (5) Terence Neil de Zylva, and (6) Bertram de Zylva, all of The Fernery, Negombo; (7) Pana Wana Nawanna Suna Pana Suppramaniam Chetty of Negombo, (8) Ona Thana Wena Somasunderam Chetty of Alagapure, in India Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Wednesday, July 7, 1926, at 5 P.M., at the spot:—

All that and those the property and premises now called and known as The Fernery and formerly known as Delgahawatta, situated in the town of Negombo, within the gravets and in the District of Negombo, Western Province, bearing assessment No. 1; and bounded on the north by the road leading to Sea street, east by Second Cross street, south by Main street, and on the west by the

First Cross street together with the residential house and all the other buildings standing thereon; containing in extent 3 roods and 3.11 perches.

Comprised of the following allotments to wit:—

(a) All the allotment of land called Delgahawatta, situated in the town of Negombo aforesaid together with the buildings constructed thereon; and bounded on the north by the road leading to Sea street, east by the Second Cross street and the garden formerly of H. D. John and others on the south by the land formerly of H. D. John and others and Main street, the land of John Charles de Silva and the land formerly belonging to the Wesleyan Mission, and on the west by the land belonging to the Wesleyan Mission and the First Cross street; containing in extent 2 roods and 19 perches according to plan No. 443 dated March 18, 1886, made by Richard Anderson, Surveyor.

(b) A part of a garden called Ratadelgahawatta, situated in the town of Negombo aforesaid; and bounded on the north-east by the property of John Charles de Silva, south-east by the Main street, south-west by the First Cross street, and on the north-west by the property of John Charles de Silva; containing, in extent 14 perches, according to plan No. 818 dated June 9, 1890, made by Richard Anderson, Surveyor.

(c) All that allotment of land called Ratadelgahawatta, situated in the town of Negombo aforesaid; and bounded on the north by land formerly of Mesther Dabrera, east by the Second Cross road, south by the high road, and on the west by a portion of this land; containing in extent 10.11 perches, according to plan No. 123 dated July 6, 1848 made by Mr. F. Schrader, Surveyor, held and possessed under and by virtue of a deed No. 3,282 dated January 11, 1921, attested by D. L. E. Amarasinghe of Negombo, Notary Public. Registered A 74/194 in the Negombo District Land Registry Office.

For inspection of title deeds and other particulars, please apply to Messrs. Julius & Creasy, Colombo, or to—

Baillie street, Fort.

J. G. VANDERSMAGT,

Phone: 289.

of A. Y. DANIEL & SON,

Telgs.: "Lions," Colombo. Auctioneers and Brokers.

Auction Sale under Mortgage Decree, D. C., Colombo, No. 16,232.

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Wednesday, June 30, 1926, at 2 P.M., at our rooms, 31, Canal row, Fort, Colombo:—

All the rights of the defendants under bond No. 748, dated October 14, 1917, and attested by M. R. Akbar of Colombo Notary Public, and the balance principal sum of Rs. 2,000 and interest due and accruing to the defendants under the said bond together with the securities contained in the said bond.

For further particulars, please apply to Messrs. Wilson & Kadirgamar, Proctors, Colombo.

R. G. KOELMAN,
of JENSEN & Co.,

Phone: 733.

Auctioneers and Brokers.

Auction Sale under Mortgage Decree in Case No. 12,851 D. C., Colombo.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on July 5, 1926, at 4.30 P.M. and 5.15 P.M., respectively, at 89, Dam street, Colombo, the under-mentioned properties to wit:—

(1) At 4.30 p.m.—All that defined portion of land with buildings, plantations, standing thereon bearing assessment No. 31, situated at Ketawalamulla, in Maradana, within the Municipal limits of Colombo; containing in extent 1 rood and 27 perches.

(2) At 5 p.m.—All that right, title, and interest of the 1st defendant in an Indenture bearing No. 5,322 dated December 18, 1913, and attested by D. J. A. Wickramasinghe of Ratnapura, Notary Public, and of an assignment No. 988 dated December 16, 1918, and attested by N. de A. Dissanayake of Colombo, Notary Public, in and to all

that undivided $\frac{4}{5}$ parts or shares of the land called Modarawanandagama, situated at Ambilipitiya, Udagama, in the Diyapatagamu pattu of the Kolonna korale, in the District of Ratnapura; containing in extent land sufficient to sow 300 amunams of kurakkan.

61, Belmont street, Colombo.

S. NAGENDRA,
Commissioner.

Auction Sale under Mortgage Decree in Case No. 19,597, D. C., Colombo.

A PORTION of Siyambalagahawatta, in extent to plant 25 coconut plants; (2) a portion of Talgahawatta, in extent about 3 acres; (3) a portion of Talgahawatta and 12/20 parts of the buildings, extent to plant 150 coconut plants; (4) a portion of Talgahawatta and $\frac{1}{4}$ of the tiled house, extent to plant 160 coconut plants; (5) a portion of Kongahawatta and 1/32 parts of the buildings, in extent 6 bushels of paddy sowing; (6) a portion of Bulugahawatta, extent 4 beras of paddy sowing; (7) portion of Kongahawatta, extent to plant 50 coconut plants; (8) portion of Siyambalagahawatta, extent to plant 25 coconut plants; (9) a portion of Karanlagahawatta, situated at Pallidora, in extent 4 beras of paddy sowing. All these pieces of land situated at Nedimala in the Palle pattu of Salpiti korale, except the last mentioned land.

Sale on Saturday, July 3, 1926, commencing at 2 P.M., at the first-mentioned land.

For particulars, please apply to—

89, Dam street,
Colombo, June 5, 1926.

H. M. PRIERIS,
Auctioneer.

Auction Sale.

Right in the Centre of the Copra Market.

PREMISES Nos. 877/51 and 876/52, Grandpass, and No. 849/119, Layard's Broadway, forming one block of 1 rood and 4 perches with 2 rood frontages will be sold on Saturday, June 26, 1926, at 4 P.M., by virtue of a commission issued to me by the District Court of Colombo, in case No. 14,827. Monthly rental, Rs. 185.

Further particulars from—

W. S. NILES,
Auctioneer and Broker.

25, Dam street, Colombo

Auction Sale under Mortgage Decree, D. C., Colombo, No. 19,327.

House Properties at Kaudana Attidiya road.

UNDER decree entered and by virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, July 3, 1926, commencing at 5 P.M., at the spot, the following properties, to wit:—

1. All that divided portion of land called Makulugahawatta with the buildings and plantations thereon situated at Kaudana in the Palle pattu of Salpiti korale, in the District of Colombo, Western Province; bounded on the north-east by a road, on the south-east by the part of the same land, on the west by lot B, part of the same land, and on the north-west by Bathavidanelagewatta; containing in extent 1 rood and 2 perches, according to the survey No. 1,197 dated June 29, 1921, made by A. Daniel, Licensed Surveyor.

2. All that divided portion of land towards the north and west; in extent 60 yards 1 cubit and 12 inches in length and 22 yards and 16 inches in breadth of and from the undivided $\frac{2}{5}$ shares towards the north of the land called Makulugahawatta, situated at Kaudana aforesaid; bounded on the north by land belonging to Henadige Arnolis Peiris and W. Daniel Fernando, on the south and east by part of the same land, and on the south-west by Delgahawatta of P. K. D. Lawrence; in extent 34 $\frac{1}{2}$ perches. The entire land being bounded on the north by Bathavidanelagehena, on the east by Dewata road and Ratnaweera Acharigehena, on the south by Kosgahawatta of Ratnaweera Acharige people, and on the west by wela; containing in extent land sufficient to plant 500 coconut plants.

3. All that land called Makulugahawatta, situated at Kaudana aforesaid; and bounded on the north by a portion of the same land belonging to W. D. Fernando, on the east by Attidiya road, on the south by portion of the same land belonging to A. Subandra Rabel, and on the west by a portion of the same land; containing in extent 1 rood, according to survey dated August 4, 1921, by M. J. Rodrigo, Fiscals Surveyor.

Further particulars from P. Cassius Jansz, Esq., Proctor and Notary, or—

W. A. STEWART,
3, Ferry street, Colombo. Commissioner and Auctioneer.

Auction Sale.

Valuable Boutiques at Dean's Road Maradana, Colombo.

UNDER authority of court in case No. 3,426 insolvency, D. C., Colombo, I shall sell by public auction on Tuesday, June 22, 1926, commencing at 4 P.M., at the respective spots: (1) allotment of land marked lot No. 3 with the buildings thereon bearing assessment No. 65, Dean's road, Maradana, Colombo, in extent 10 $\frac{12}{100}$ perches; (2) all the life and possessory interest of Ismail Babbe Manger Omerdeen to lot No. 1 with the buildings thereon bearing assessment No. 65, Dean's road, Maradana; in extent 10 $\frac{16}{100}$ perches, both subject to a primary mortgage for Rs. 31,000 and interest.

Belmont street,
Hulftsdorp, Colombo.

A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale under Mortgage Decree in D. C., Colombo, No. 16,538.

Valuable Property situated at Kalubowila.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, July 3, 1926, at the respective spots:—

At 4.30 P.M.

1. A part of an allotment of land with the building thereon called Madagahawatta, situated at Kalubowila; containing in extent, as per plan No. 145 made by W. Z. Rajapakse, Licensed Surveyor.

At 5 P.M.

2. An allotment of land called Godellawatta, situated at Kalubowila; containing in extent 13 $\frac{39}{100}$ perches according to plan No. 914 made by S. Sabaratnam, Licensed Surveyor.

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

119, Hulftsdorp,
Phone 1037

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

Auction Sale.

A Valuable Land and Building in the Residential Quarter of Panadure; three Minutes' Walk from the Panadure Railway Station and bordering the Railway Line and the Seabach.

UNDER and by virtue of the decree entered in case No. 1,192, D. C., Kalutara, and the order to sell issued to me, I shall put up for sale by public auction on Saturday, July 3, 1926, at 3.30 P.M., at the spot:—

All that allotment of land called Dombagahawatta marked letter "A" in the figure of survey No. 3,329 dated March 14, 1916 and made by Mr. V. S. A. Dias, Licensed Surveyor together with the buildings thereon, situated at Panadure in the Panadurebadda of the Panadure town, in the District of Kalutara, Western Province; and containing in extent 2 roods and 22 $\frac{79}{100}$ perches.

For further particulars, please apply to D. R. de Silva, Esq., Proctor and Notary, Panadure, or to me—

H. THOMAS FERNANDO,
Panadure, June 9, 1926.

Auctioneer.

Auction Sale.

In the District Court of Kalutara.

Testamentary In the Matter of the Intestate Estate of the late Palamandadige Johannes Fernando No. 1,765.

Mahamandige Lenora Mendis of Uyankele, Administratrix.

UNDER the instructions from the administratrix of the above estate and with the leave of the said court, I shall sell by public auction at Dodampe, in Ratnapura District, the following property belonging to the above estate, to wit:—

Lands situated at Dodampe in the Uda pattu of Kuruwitikorale, Ratnapura District, Province of Sabaragamuwa—

1. 9/32 of Udahakadankumbura and Pahalakadan kumbura, about 7 pelas paddy sowing extent.
2. 7/16 of Udahaparagahakumbura and Pahalaparahakumbura, about 2 pelas paddy sowing extent.
3. 7/16 of Dolollahakumbura, about 12 kurunies paddy sowing extent.
4. 7/16 of Pallahekumbura, about 5 kurunies paddy sowing extent.
5. 7/16 of Hirikumbura, about 3 pelas paddy sowing extent.
6. 7/16 of Vidanegekumbura, about 1 amunam of paddy sowing extent.
7. 7/16 of Udumullekumbura, about 12 kurunies of paddy sowing extent.
8. 7/16 of Muruthagahawalakada and Ellemullewatta, about 2 pelas paddy sowing extent.
9. 7/16 of Nindeowita and Mahawatta, about 2 amunam of paddy sowing extent.
10. 7/16 of Bimme-owita, about 1 amunam of paddy sowing extent.
11. 7/16 of Gangabodapelassa, Sirikkayepelassa, and Ebagodapelassa, about 1 amunam of paddy sowing extent.
12. 7/16 of Hewawasanpanguwehenyaya, about 30 amunam of paddy sowing extent.
13. 7/16 of Godaudawatta, about 10 seers of kurakkan sowing extent.

Lands situated at Opanake, in Helapalle palata of Meda korale, in the Ratnapura District.

14. 1/2 of Kottagahakoratuwa, about 3 seers of kurakkan sowing extent.
15. 1/2 of Heenhamyhitiyawatta, about 4 seers of kurakkan sowing extent.
16. 1/2 of Mailagaswatta, about 2 seers of kurakkan sowing extent.
17. 1/2 of Medawattewalawwatta, Kehelgasnayehena, Heenathena, Amuhena, Elhena together with 1/2 of the tiled house on Medawattewalawwatta, about 11 amunams of paddy sowing extent.

For further particulars, please apply to Victor L. Tilakaratne, Esq., Proctor, Supreme Court, Panadure, or to me—

T. M. RUBERU,
Licensed Auctioneer.

Panadure, May 13, 1926.

Auction Sale under the Partition Ordinance.

BY virtue of the commission issued to me in case No. 11,870 of the District Court of Kalutara, I shall sell by public auction on Saturday, July 24, 1926, at 3 P.M., at the spot, the under-mentioned property, to wit:—

All that allotment of land called Ambagahagodella, situated at Metwala in Hettimulla, in Beruwalhabda, in the Kalutara District; and bounded on the north by Bakinigahaowita, east by Gasyawattewita, on the south by Addaowita, and on the west by Hennesewatta, containing in extent 3 roods and 23 1/2 perches.

The above valuable property will be put up for sale first among the co-owners at the upset price at which the same has been valued, and if not purchased by any of them at such sale, the same will be immediately thereafter be put up and sold to the highest bidder among the public.

For further particulars, please apply to F. J. C. Perera, Esq., Proctor, Kalutara, or to me—

GRATIEN ABEYESINHE,
Commissioner and Auctioneer.

Kalutara, June 2, 1926.

Sale under Mortgage Decree in case No. 15,998, D. C., Negombo.

The Valuable Blocks of Land quite conspicuously situated in Close Proximity to the Madampe Railway Station and a Valuable Coconut Property called and known as St. John's Estate, situated in the Kurunegala District.

BY virtue of the order to sell issued to us from the District Court of Negombo in the above case, we shall sell the under-mentioned properties by public auction, at the respective spots, on Tuesday, July 6, 1926, for the recovery of the sum of Rs. 65,000 with interest thereon at 9 per cent. per annum from May 26, 1926, till payment in full.

At 10.30 A.M.

1. All that allotment of land comprised of the contiguous blocks A, B, and C, situated at Uraliyagara in Yagam pattu of the Pitigala korale, in the District of Chilaw, North-Western Province; and bounded on the north by the road leading to Kurunegala; west by the property belonging to Gammuni Robert de Zoysa, south by a tank, and east by the Railway and cart track; in extent 4 acres and 6 perches with the buildings standing thereon as primary mortgage.

At 10.45 A.M.

2. All that undivided 13/20 shares of all that land depicted as lot O 178 in plan No. 111,651 and of the buildings thereon, situated near about the Bo-tree at Uraliyagara aforesaid; bounded on the north-east by lands in plans Nos. 111,618 and 111,643, south-east by a water-course, "ela" and land in plan No. 111,644, south-west by the water-course, "ela" and land in plan No. 111,852, and north-west by the high road; in extent 6 acres 3 roods and 26 perches as primary mortgage.

At 11 A.M.

3. All that allotment of land called Marugahawatta depicted as lot P 178 in plan No. 111,644 and the buildings thereon, situated at Uraliyagara aforesaid; bounded on the north-west and north-east by land in plan No. 111,651, south-east and south-west by a water-course, "ela"; in extent 1 rood and 30 perches as primary mortgage.

At 4 P.M.

4. All that estate, plantations, and premises called and known as St. John's estate, situate in the villages Karambe, Verapokuna, Heengaspitiya, and Agodapola in Kinyama korale of Katugampola hatpattu, in the District of Kurunegala, North-Western Province; bounded on the north by half of Warakaweticha a-gare of Ambara-aratchi and others, Danwelagamkadaima of Mitiya and others, Walahena of Podiappu and others and Kudumirissa of Punchi Etana and others, east by half of Mahapatahenyaya and Godigomuwaraga of Punchi Etana and others, south by Ogodapola of Banduweda and others, V. Manda, Crown land Manda-pitiyawewa, Moranthapitiyekumbura, and Thalawala of Ambara Aratchi and others, and west by the village road, in extent 616 acres and 39.60 perches as per plan of survey dated February 19, 1897, made by L. D. Silva, Surveyor, but now said to contain in extent only 577 acres 2 roods and 24 1/2 perches according to the plan and survey dated February 1916, made by M. D. M. Silva as secondary mortgage. Further particulars from us—

Negombo, June 8, 1926.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale.

Property at Galgomuwa in the District of Kurunegala.

UNDER decree in case No. 622, D. C., Negombo entered in favour of the plaintiff Mahasathewage Don Martin Silva of Pattalagedara, by his attorney Maslamany Joseph Samuel of Deawinna, presently of Negombo, against the defendant Meewewalekuralage Gumalathay of Galgomuwa, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned property mortgaged as primary mortgage

by bond No. 638 dated December 17, 1917, and attested by D. S. M. Abeyasekera, Notary, by public auction, at the spot, at 4 P.M., on Wednesday, July 7, 1926, to wit:—

The undivided $\frac{1}{2}$ share of the land called Wewagawawatta *alias* Dematagollewatta, situate at Galgomuwa in Dambadeni Udukaha korale, east of Dambadeni hatpattu, in the District of Kurunegala, North-Western Province; containing in extent 8 acres and 11 perches together with the plantations thereon.

Further particulars from Gregory de Zoysa, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. R. KURERA & Co.,
Auctioneers.
Negombo, June 8, 1926.

Auction Sale.

UNDER Mortgage Decree in D. C., Kandy, case No. 33,394 in favour of the plaintiff C. A. Holmes of Kandy, against the defendants R. P. James Rajapakse and another, I shall sell by public auction, at the spots, at 2 P.M., on Saturday, July 3, 1926.

1. All that field called Medanawattakumbura of 3 roods in extent, situate at Uduwela in Gandaha korale.
2. An undivided $\frac{1}{2}$ share out of Dambagollehena of 13 acres 3 roods and 20 $\frac{34}{100}$ perches, situate at Ampitiya, Kandy, (excluding therefrom the buildings standing thereon) together with a like share of the plantations standing thereon.
3. The eastern $\frac{1}{2}$ share of 24 $\frac{1}{2}$ perches, in extent out of Pantygedarawatta, situate at Ampitiya with the buildings standing thereon.
4. Kadawathettenne, situate at Ampitiya; containing in extent 1 acre and 25 perches.
5. Boowelikadekumbura, situate at Ampitiya; containing in extent 2 roods and 31 perches.

For further particulars, apply to H. A. C. Wickremaratne, Esq., Proctor, Supreme Court, and Notary Public, Kandy.

A. E. DAVID,
Auctioneer.
60, Trincomalee street, Kandy.

Auction Sale.

At Kandy: A Rare Opportunity to Capitalists.

In the District Court of Galle.

UNDER and by virtue of the commissions issued to me in curatorship cases Nos. 6,216 and 6,217, and testamentary case No. 6,214, District Court of Galle, I will sell by public auction on Friday, July 2, 1926, at the spot, at 1.30 P.M.:

(1) All that upstairs house and premises bearing Municipal assessment No. 8 (presently marked No. 10), situated at Pavilion street, in the town of Kandy, Central Province; bounded on the north by house and premises bearing Municipal assessment No. 10, east by Pavilion street, south by Colombo street, and west by the properties of Thomis Fernando; containing in extent about 8 $\frac{70}{100}$ perches.

(2) All that upstairs house and premises bearing Municipal assessment No. 10 (presently marked No. 11), situated at Pavilion street, in the town of Kandy, Central Province; and bounded on the north by house and premises bearing Municipal assessment No. 11, east by Pavilion street, south by house and premises bearing Municipal assessment No. 9, and west by Crown land appropriated for the jail and the property of Meera Lebbe Sinne Marikan; containing in extent 10.09 perches.

For further particulars please apply to Mr. Geo. E. de Silva, Proctor, Supreme Court, and Notary Public, Kandy, or Mr. Geo. Ranasooriya, Proctor, Supreme Court, Galle.

R. L. EPHRAUMS,
Auctioneer.

Auction Sale.

In the District Court of Galle.

Kalugala Nandiris de Silva of Wellaboda in Madampe..... Plaintiff.
No. 22,382. Vs.

(1) William de Soysa Wijeratne, (2) Tirimadura Sinaris Mendis both of Urawatta in Madampe..... Defendants.

UNDER decree entered in the above case and by virtue of a commission issued to me from the District Court of Galle I shall sell by public auction, on June 19, 1926, commencing at 2 P.M., at the land called Kandewatta, situated at Urawatta in Madampe, the following properties declare especially good and executable for the recovery of the amount therein stated with further interest and costs, to wit:

1. Undivided $\frac{3}{14}$ part of the soil and of soil share trees of the planter's share of the 1st and 2nd plantations, of the undivided $\frac{1}{2}$ part of the planter's share of the 3rd plantation, the undivided $\frac{1}{2}$ part of the remaining trees and of the soil exclusive of the planter's share of the old plantation, the planter's share of the 3rd plantation made by me, and the two tiled and white-washed houses of 9 cubits of the land called Wilewatta, of the extent of about $1\frac{1}{2}$ acres, situated at Urawatta in Madampe.
2. The undivided $\frac{1}{50}$ part of the soil and of soil share trees, and the undivided $\frac{1}{10}$ part of the planter's share of the 4th plantation, and of the white-washed house of 7 cubits, thatched with cadjans, standing on the land called Wanigamunibaisopadinchiwawelabodawatta, of the extent about 1 acre, situated at Urawatta aforesaid.
3. The undivided $\frac{1}{12}$ part of the soil and of soil share trees, and the undivided $\frac{1}{2}$ part of the planter's share of the 3rd plantation of the land called Kandewatta, of the extent of about 2 acres, situated at Urawatta aforesaid.
4. The undivided $\frac{1}{12} + \frac{1}{40} + \frac{1}{80}$ parts of the soil and of soil share trees, the undivided $\frac{1}{2}$ part of the planter's share of the 1st plantation, and the unfinished walls of the 15 cubit house of the land called Gamkandewatta, of the extent about 1 acre, situated at Urawatta aforesaid.
5. The undivided $\frac{1}{40}$ part of the soil and of soil share trees, and the undivided $\frac{1}{12}$ part of the remaining trees and of soil, exclusive of the planter's share of the 3rd plantation of the land called Pokunewatta, of the extent of about 1 acre, situated at Urawatta aforesaid.
6. The undivided $\frac{1}{80}$ part of the soil and of soil share trees, and the undivided $\frac{1}{2}$ part of the remaining trees and of soil, exclusive of the planter's share of the 3rd plantation of the land called Mawatabodawatta, of the extent of about 3 roods, situated at Urawatta aforesaid.
7. The undivided $\frac{1}{40}$ part and $\frac{2}{3}$ part of the soil and of soil share trees of the land called Pokunabodawatta, of the extent of about 1 acre, situated at Urawatta aforesaid.
8. The undivided $\frac{1}{640} + \frac{1}{96}$ parts of the soil and soil share trees of the land called Napiniwatta, of the extent of about 8 acres, situated at Urawatta aforesaid.
9. The undivided $\frac{1}{40} + \frac{1}{80}$ parts of the soil and soil share trees of the land called Upasakayagewatta, of the extent of about 2 roods, situated at Urawatta aforesaid.
10. The undivided $\frac{2}{3}$ part of the soil and of soil share trees of the land called the one-third-portion of Gampun gedarawatta; in extent of about 2 roods, situated at Urawatta aforesaid.

Further particulars from W. E. de Silva, Esq., Proctor and Notary Public, or from me—

D. P. A. DE SILVA,
Auctioneer and Commissioner.
Galle, May 8, 1926.

Auction Sale.

IN terms of a commission issued to me in D. C., Tangalla, case No. 1,941 (partition), I shall offer for sale on Friday, July 23, 1926, at 9 A.M. on the spot, in three lots the land called and known as Pallikudawelabime, situated at Pallikudaw in Kadurupokuna, in Hambantota District:

Extents of Lots.

Lot No. 1 .. 22 acres and 33 perches
Lot No. 2 .. 20 acres only
Lot No. 3 .. 40 acres only

The different lots will be put up to auction sale among the co-owners at the upset price at which it is assessed, and if it does not realize the assessed value, the lots will be put up for sale among the public.

For particulars, apply to—

Tangalla, May 29, 1926.

E. R. F. KOCH,
Commissioner.

Auction Sale.

Lands at Uduvil in the District of Jaffna.

UNDER decree entered in case No. 19,595, D. C., Jaffna, in favour of the plaintiff Meenachy, widow of Appukkuddy Ramalingam of Uduvil, against the defendants Sangarapillai Rasasingam of Uduvil and others and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned lands by public auction on Friday, July 2, 1926, commencing at 4.30 P.M., at the respective spots:—

1. Land situated at Uduvil called Yanthirai, in extent 20 lachams varagu culture with well and old and young palmyras, and cultivated and spontaneous plantations, and bounded on the east and north by lane, west by the property of Vairavanather Ramalingam and by the property of the 1st and 2nd defendants, and on the south by the property of Arumugam Seenivasagam and shareholders and Murugesar Kathirithamby. The whole hereof.
2. Land situated at ditto called Andaiyinarpathy-vadaliyadaippu and Odai, in extent 18½ lachams varagu culture, with house, palmyras, cultivated and spontaneous plantations, and share of well; and bounded on the east by the property belonging to the heirs of Sellammah, wife of Nagalingam, north by lands belonging to Sinnathamby Vairamuttu and Kathiravelu Nallathamby, west by the property belonging to Vairavy Vaithiar, and on the south by lane. Out of this half share in common.

June 8, 1926.

B. EMMANUEL,
Commissioner.

Auction Sale.

Lands at Thumpalai in the District of Jaffna.

UNDER decree in case No. 18,974, D. C., Jaffna, entered in favour of the plaintiff Mahathavakurukul Muttukumaraswami Kurukul of Puloly West, against the defendants Mariaipillai, widow of Salvador of Thumpalai and others, and by virtue of the order issued to me for the recovery of the amount therein stated, I shall sell the under-mentioned lands by public auction on Saturday, July 3, 1926, commencing at 3 P.M., at the respective spots:—

1. An undivided 24/360 share of the ground, 12anthal trees and margosa trees together with the whole of the stone-built house, kitchen, and coconut trees in the land, situated at Thumpalai in Vadamarachy division of the Jaffna District, in the Northern Province called Veerakaladdy, in extent 6½ lachams varagu culture with its appurtenances; is bounded on the east by the property belonging to Anatai, wife of Vaitiar and others, north by lane, west by the property belonging to Valliappar Sandrasegarar and others, and south by the property belonging to Achipillai, wife of Vallipuram and others.
2. An undivided 1/10 share of the ground, coconut trees, 12anthal trees, and margosa trees in the divided 1/4th share, in extent about 2 lachams varagu culture, on the south according to possession including the shortage of about 10 lachams varagu culture of the land, situated at Thumpalai aforesaid called Munarindakaladdy, in extent 18 lachams varagu culture, which divided 1/4th share with its appurtenances; is bounded on the east by the property belonging to St. Mary's Church, north by the property belonging to St. Mary's Church and others, west by lane and by the property of Anai and others, and south by lane.
3. An undivided 1/20 share of the divided extent of 2 lachams varagu culture out of the land, situated at Thumpala aforesaid called Kurumpaisiddy, in extent 24½ lachams varagu culture, ditto Kurumpaisiddy, in extent 27½ lachams varagu culture, which divided extent of 2 lachams varagu culture; is bounded on the east by

the property belonging to Zasel, widow of Neekilan, and others, north and south by property belonging to Yakko and others, and west by the property belonging to Anthonia, widow of Avaruai and others.

June 8, 1926.

B. EMMANUEL,
Commissioner.

Auction Sale.

WITH reference to the commission received by me in D. C., Kurunegala, Testamentary Case No. 2,651, I shall sell by public auction the following lands, on Saturday, July 3, 1926, commencing at 2 P.M., at the Gonne Ambalama:—

1. 1/4 share of Siyambalagalawatta of about 1/4 a seer kurakkan.
2. Half share of Meegahamulawatta of 1 laha kurakkan.
3. 1/4 share of Ungagawatta alias Hitinawatta of 2 lahas kurakkan.
4. 1/4 share of Kosgahamulawatta and Meegahamulawatta of 4 kurunies kurakkan.
5. 1/4 share of Pissewatta of 2 kurunies kurakkan.
6. 1/4 share of Lindapitihena of about 1 pela kurakkan.
7. 1/4 share of Asseddume kumbura alias Welikumbura of 12 lahas paddy.
8. The Western 1/4 share of Kekirihena alias Ketawalehena of 1 pela kurakkan.
9. 1/4 share of Cederagawahena of 2 lahas kurakkan, all situate at Nelawa, in Tiragandahe korale.
10. Half share of Thalagalahitiyawa alias Tibbatuwakumbura of 12 lahas paddy, situate at Tiragama.
11. 1/4 share of Kalagollehena alias Huriegollehena of 2 pelas kurakkan, situate at Nelawa.

Further particulars from me—

Kurunegala, May 31, 1926.

T. B. AMUNUGAMA,
Licensed Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

A. V. V. E. Vairavan Chetty of Kurunegala..... Plaintiff.
No. 11,160. Vs.

Meeyanna Mohammado Salihu of Elabodagama..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 therein stated, I shall sell by public auction the following property herein below declared bound and executable under the said decree, on Saturday, June 26, 1926, commencing at 2 P.M., on the first land herein below:—

1. Undivided 11/24 shares of Delgahamulawatta of 8 lahas kurakkan sowing, with entirety of the house built to be roofed with tiles.
2. An undivided 1/4 share of Delgahamulawatta of about 3 chundu kurakkan sowing with the buildings and plantations thereon.
3. An undivided 1/4 share of the eastern lot of land in extent 10 fathoms in length and 8 fathoms in breadth of the land called Delgahamulakadehena, all situate at Elabodagama, in Katugampola Medapattu korale, together with everything thereon.

Further particulars from me—

Kurunegala, June 2, 1926.

T. B. AMUNUGAMA,
Licensed Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

K. M. Kinsara Chetty, by his attorney K. M. Muttu Raman Chetty of Kurunegala..... Plaintiff.
No. 11,284. Vs.

(1) Meena Muna Kader Bacha (2) Meena Muna Abou Majeedu, both of Potuhers..... 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 therein stated, I shall sell by public

and the following property herein below declared bound and executable under the said decree on Monday, July 5, 1926, commencing at 4 P.M., on the first land herein below:—

1. An undivided $\frac{1}{2}$ share of Kadurugahamulawatta of 5 acres 3 roods and 6 perches in extent.

2. Undivided 274/600 shares of Nagahalandewatta of 28 acres 3 roods and 26 perches in extent, both situate at Ahugoda, in Recopattu korale; together with everything thereon.

Further particulars from me—

T. B. AMUNUGAMA,
Kurunegala, June 2, 1926. Licensed Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

Katupitiye Chandrasekera Wasala Mudiyanserala, hamillage Pinchi Bandara of Ranawana. Plaintiff.

No. 10,676. Vs.

Attenda Aratchige Don Christopher Amarasakera Appuhamy of Gopawala, in Adikata pattu, Siyane korale. Defendant.

Under the 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 hereinbelow declared bound and executable under the said decree, on Friday, July 2, 1926, at 4 P.M. on the spot:—

All that Millagahawatta alias Migahamulahitinatederawatta of 5 kurunies kurakkan sowing extent or 2 acres 2 roods and 9 perches, situate at Nelawa in Ihala Visideke korale.

Further particulars from me—

T. B. AMUNUGAMA,
Kurunegala, June 7, 1926. Licensed Auctioneer.

Appointment of Attorneys.

I the undersigned Merennage William Fernando, Goniamalimige Albert Aponso, Goniamalimige Aponso, and Goniamalimige Charles Peter Aponso,

carrying on business under the name and style of M. G. Aponso & Co., 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, I have nominated, constituted, and appointed Merennage William Fernando, Goniamalimige Albert 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.

Application for Enrollment as a Proctor.

I, GEORGE NEIL STEWART DE SARAM, do hereby give notice that, six weeks hence, I wish apply to the Honourable the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said Court.

Alice Vile, Bagatelle road, NEIL DE SARAM.
Colombo, June 4, 1926.

Application for Enrollment as a Proctor.

I, KADIRGAMER KANAPATHIPILLAI of Point Pedro, presently at 35, St. Sebastian hill, do hereby give notice that I shall, six weeks hence apply to the Hon. the Supreme Court to be admitted and enrolled as a Proctor of the said Court.

35, St. Sebastian hill, K. KANAPATHIPILLAI.
June 4, 1926.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

I hereby give notice that I have on May 17, 1926, applied to the Government Agent, Western Province, for the licences shown in the schedule hereto annexed, for the licensing period ending September 30, 1927:—

Schedule referred to.

Name and address of applicant: Criterion Grill and Tea Room, York Arcade Buildings.

Description of licence or licences applied for: Restaurant's licence.

State whether the application is for renewal of existing licence or for a new licence: New licence.

Situation of premises to be licensed: Criterion Grill and Tea Room, York Arcade Buildings.

M. Ross.

The Managress, Criterion Grill Room.
Colombo, June 4, 1926.

We hereby give notice that we shall on July 1, 1926, apply to the Government Agent, Western Province, for the licence shown in the schedule hereto annexed for the licensing period ending September 30, 1927.

Schedule referred to.

Name and address of applicants: Norman Blande & Co., Colombo.

Description of licence applied for: Retail licence.

State whether application is for renewal of existing licence or for a new licence: Renewal.

Situation of premises to be licensed: 34, Baillie street, Colombo.

N. R. BLANDE.

(Trading as Norman Blande & Co.)
Colombo, June 5, 1926.

I hereby give notice that we have on April 26, 1926, applied to the Government Agent, Western Province, for change of premises of our bottling and wholesale licences:—

Schedule

Name and address of applicant: A. F. J. Casie Chitty & Bros.

Description of licence applied for: Wholesale and bottling.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Change of licences.

Situation of premises to be licensed: 45, Jampettah street, Colombo.

A. P. CASIE CHITTY,
for A. F. J. CASIE CHITTY & BROS.

I hereby give notice that I have on August 24, 1925, applied to the Government Agent, Southern Province, Galle, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1927:—

Schedule referred to.

Name and address of applicant: P. D. Marthenis de Silva, 123 and 124, High street, Galle.

Description of licence or licences applied for: Sale of medicated wines.

State whether application is for renewal of existing licence or for a new licence: New licence.

Situation of premises to be licensed: 123 and 124, High street, Galle.

P. D. MARTHENIS DE SILVA.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Vernacular Teachers' Certificate Examination, 1925.

THE under-mentioned candidates holding English Teachers' Certificates have passed in Sinhalese, Reading, Writing, Literature, and Grammar prescribed for the Vernacular Teachers' Certificate Examination of the Third Class and have qualified themselves for the Teachers' Certificate of that Class:—

Index No.	Name of Candidate.	Name of Manager or School.
1102.	Sumanasuriya, H. S.	General Manager, Buddhist Schools
1166.	Rambukwella, E. W. J.	Assistant, Teldeniya

The undermentioned candidate has passed in Needlework and has now completed the examination for the Teachers' Certificate of the Second Class:—

Index No.	Name of Candidate.	Name of Manager or School.
1070.	Menikhamy, W. A.	Assistant, Etiyawala

The pass awarded to candidate B. A. D. Daniel, 1224, appearing in *Gazette* No. 7,505 of December 23, 1925, is hereby cancelled as the candidate has failed.

Education Office, Colombo, June 1, 1926. L. McD. ROBISON,
Acting Director of Education.

Examination for Vernacular Teachers' Certificate in Drawing, January, 1926.

SUPPLEMENTARY LIST OF PASSES.

Colombo Centre.

Index No.	Name.	School.
8.	Martin, M. D.	Karagahamuna B. M. School
9.	Mantriratne, P. D.	Training School, Walana, Panadure
10.	Perera, M. P. W.	Maradana Government Mixed School
11.	Perera, G. H.	Bolassegama B. M. S., Galpata

Galle Centre.

22.	De Silva, S. D.	Ratgama W. M. S., Dodanduwa
48.	Perera, A. P.	Hinatigala B. M. S., Talpe
51.	Perera, K. M.	Henatota B. M. S., Dodanduwa
53.	Punchi Sinno, S. H.	Patuwatta, Dodanduwa
55.	Simon, W.	G/Hmnatota
65.	De Alwis, S. K. E.	Gonapinuwala B. M. S.
66.	De Alwis, S. K. Lilian	do.
71.	Katugampola, D. J.	Ampe B. M. School

Gampaha Centre.

77.	Abraham, J. D.	Diulapitiya
86.	Wanasinghe, W. S.	Henegama V. B. School
87.	Wijayasekera, W. K. E.	Moradana V. M. S., Undugoda

Jaffna Centre.

95.	Karthikeya Aiyer, S.	Saivaprakasa Vidyasalai, Kopay
98.	Karthigeyar, S.	do.
101.	Mailvagnam, S.	do.
104.	Nadarajah, S.	do.
106.	Nesarajah, M.	Vivakananda School, Manipay
116.	Sivapakianathanpillai, V.	Saivaprakasa Vidyasalai, Kopay
120.	Suppiah, S.	Numavil East, Chavakachcheri
123.	Thamotherampillai, V.	Sangattanai, Chavakachcheri
125.	Thamboos, S.	Araly West School, Vaddukkoddai
129.	Vythialingam, M.	Boys' Boarding and Industrial School, Tellippalai
130.	Visvalingam, K. M.	Ramanathan College, Chunakam

Kandy Centre.

132.	De Silva W. W.	Ka'aganwata V. M. School
134.	Fernando, S. M.	Training Colony, Peradeniya
135.	Gunasekera, D. D. L. W.	do.
139.	Ratnayake, P. W.	Vernacular Boys' Branch School, Yahala
143.	Heen Menika, W. G.	Gondennawa Government Girls' School

Kurunegala Centre.

151.	Banda, E. R. W. M.	Digampitiya B. M. School
154.	Banda, K. A. K.	Wariapola Boys' School
158.	Dissanayake, A.	Narammala V. B. School

Index

No.	Name.	School.
161.	Ekanayake, S. B.	Kubukwewa
162.	Ekanayake, J. A.	C. M. S., Katupota
165.	Gunawardena, I. M. J.	Wewagama Mixed School
177.	Kuruppu Arachchi, B.	Dombemada V. M. School
184.	Miyadeniya, H. B.	Gonigoda Mixed School
194.	Ratnayake, J. P. P.	Buluwala Mixed School
199.	Somapala, J. A. B.	Kirindawa V. M. School
200.	Senanayake, K. R.	Rambodagalla C. M. S.
<i>Matara Centre.</i>		
212.	Amarasinghe, D. J.	Urugamuwa, Dikwella
219.	Dias, K. V. D.	Denapitiya Buddhist School, Weligama
222.	Nanayakkara, G. D. A. K.	Buddhist School, Dikwella
225.	Samaraweera, D. S.	Mirissa, Weligama
226.	Samaraweera, C.	Denapitiya Buddhist School, Weligama
230.	Waganayake, H. C.	Ambetotawatta, Akuressa
<i>Maggonna Centre.</i>		
236.	Carolis, M. O.	Maduwa Government V. M. S., Balapitiya
237.	De Thabrew, W. H.	Welitara Government V. B. School
<i>Moratuwa Centre.</i>		
256.	Fernando, M. A. S.	Horetuduwa, Moratuwa
258.	Lokusingho, H. A.	Olaboduwa Buddhist M. School, Horana
264.	Perera, D. S.	Wewita V. B. School
268.	Perera, M. D. W.	Madurawala V. B. School
276.	Wijewardene, H. D. J.	do.
288.	Jane Nona, B. G.	Horana V. M. School
292.	Perera, L. R.	Horetuduwa Government Girls' School
<i>Negombo Centre.</i>		
308.	Fernando, A. M.	Dummaladeniya, Wennappuwa
309.	Perera, S.	Kongodamulla R. C. S., Katana
<i>Padukka Centre.</i>		
315.	Babbusingho, L. D.	Meewanapalana V. B. S., Horana
316.	Babbusingho, Y. D.	Milewa V. B. S., Horana
324.	Gunaratna, A. D. L.	Kiriwattuduwa B. S., Homagama
332.	Karunanayake, S.	Kottawa, A. V. S., Pannipitiya
333.	Karunasena, K. P.	Padukka A. V. School
338.	Mudiyanse, K. P.	Dehiowita Buddhist School
340.	Pathmaperuma, D. C.	Veragala B. M. School
380.	Nimalawathie, H. D. A.	Wataraka B. M. School
385.	Ranasinghe, D. A.	Depanama Government Girls' School
<i>Peradeniya Centre.</i>		
390.	Herath, P. B.	Handessa R. O., Peradeniya
<i>Ruanwella Centre.</i>		
404.	Punchi Singho, M.	Panawala
406.	Randeny, D. M.	Rangalla V. M. School
<i>Wennappuwa Centre.</i>		
408.	Albert Appuhamy, D. A. D.	Toduwawa, Madampe
409.	Amarasinghe, D. A.	Bibiladeniya, Nattandiya
412.	Appuhamy, D. P.	Madampe R. C. School
444.	Lowe, A. W. L.	Marawala R. C. School
454.	Ranasinghe, D. C.	Etiyawala Government Boys', Dankotuwa
455.	Ranasinghe, P. S.	Manakkulama B. M. S., Kakkapalliya
456.	Randeny, C. A.	Kudawewa B. M. School
458.	Timothy Singho, M. R.	do.
459.	Tissera, W. M. P.	Katuneyya R. C. S., Wennappuwa
460.	Weerakoon, H.	Watuwatta B. M. S., Dandagamuwa
<i>Wadduwa Centre.</i>		
465.	Atukorala, D. S.	Bellapitiya Government Boys', Horana
468.	Cooray, M. J. A.	Horetuduwa Government Boys', Moratuwa
470.	De Silva, A. L.	Diamond Jubilee Buddhist School, Kalutara
471.	Etulathmudaly, D. C.	Govinna V. B. S., Horana
472.	Fernando, G. E.	Bombuwala V. M. S., Kalutara

Index No.	Name.	School.
473.	Fernando, P. T.	.. Egodayana V. M. S., Panadure
474.	Gunawardene, K. D. S.	.. Diyagama B. M. S., Kalutara
481.	Karunaratne, H. D. C.	.. Weediya-goda Government Boys', Bandaragama
484.	Manuel, A. D.	.. Gungamuwa, Bandaragama
488.	Peiris, K. D. L.	.. W. M. S., Kalutara South
490.	Perera, U. D.	.. Mahanama, Walana, Panadure
500.	Siriwardhena, D. W.	.. Bolessegama B. M. S., Galpota, Kalutara
501.	Sadoris, P. K. D.	.. Bellapitiya Government Boys' School
502.	Tissera, K. S.	.. Wadduwa Boys' Vernacular School
503.	Thegis Sinno, P.	.. Weediya-goda Government Boys' School

Education Office,
Colombo, June 2, 1926.

L. MCD. ROBISON,
Acting Director of Education.

Conversion of School.

NOTICE is hereby given that the Bandarawela Buddhist and Roman Catholic English Schools have been converted into Anglo-Vernacular Schools from the date of last annual inspection in February.

Education Office,
Colombo, June 7, 1926.

L. MCD. ROBISON,
Acting Director of Education.

Delwita Vernacular Boys' School.

NOTICE is hereby given that an application has been received from Rev. A. M. Walmsley for the conversion of his Delwita Vernacular Boys' School, which is situated in Kurunegala District of the North-Western Province into a mixed school.

Observations will be received not later than July 10, 1926.

Education Office,
Colombo, June 1, 1926.

L. MCD. ROBISON,
Acting Director of Education.

Kimbulapitiya Vernacular Mixed School.

NOTICE is hereby given that Kimbulapitiya Vernacular Mixed School, situated in Negombo District of the Western Province, under the management of Rev. Fr. J. B. Meary, has been registered as two separate schools from this date, viz.:—

Kimbulapitiya Boys' School.
Kimbulapitiya Girls' School.

Education Office,
Colombo, June 1, 1926.

L. MCD. ROBISON,
Acting Director of Education.

KG/Siyambalapatiya Buddhist Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. T. Dhammananda for a grant in aid of the above school, which is situated in Siyambalapatiya, Kegalla District of the Province of Sabaragamuwa.

Observations will be received not later than July 11, 1926.

Education Office,
Colombo, June 11, 1926.

L. MCD. ROBISON,
Acting Director of Education.

Matara Buddhist Boys' English School.

NOTICE is hereby given that the above school situated in the town of Matara, Matara District of the Southern Province, under the management of Mr. C. A. Ariyatilake has been registered as a grant in aid school.

Education Office,
Colombo, June 11, 1926.

L. MCD. ROBISON,
Acting Director of Education.

Sale of Plumbago Lease at Mapota.

NOTICE is hereby given that at 2 P.M. on Wednesday, July 7, 1926, the Government Agent of the Province of Sabaragamuwa will sell by public auction, at the Ratnapura Kachcheri, the lease of the right to dig plumbago for five years in the under-mentioned Crown land:—

1. The lessee shall pay for the lease the rent of Rs. 1,000 per annum in advance for the whole block.

2. The lease will be put up on the above terms to auction at an upset price of Rs. 750 for the whole block for five years.

3. No bidding shall be finally accepted unless the person making the same shall, on being declared the highest bidder, immediately pay to the Government Agent a deposit of 10 per cent. on the amount of his bid, and also, unless the said person shall, on being declared the highest bidder as aforesaid, sign the conditions of sale.

4. The purchaser shall pay to the Government Agent of Ratnapura, within one month from the day of sale, the balance of the purchase money, and in failure thereof the purchase shall be considered void, and the deposit of 10 per cent., together with any other sum paid on account of the land, shall be forfeited.

5. On payment to the Government Agent within the time specified of the whole of the purchase money and one year's rent in full, a lease will be granted to the purchaser.

6. Further information can be obtained from the Government Agent, Ratnapura.

Land referred to.

An allotment of land called and known as Panwila-mukalana *alias* Hedawakamukalana, situated in the village of Mapota, in the Palle pattu of Kuruwiti korale, in the District of Ratnapura, Province of Sabaragamuwa, and bounded as follows:—

North and east by lot 1½ F in block survey preliminary plan No. 207.

South and west by Kahawelakanatte-ela (lot 1½ B in block survey preliminary plan No. 207).

Containing in extent 1 acre 3 roods and 34 perches (exclusive of the portion of the path passing through it and lotted 1½ A), and more particularly described as lot 1½ F1 in advance extract No. 2 of block survey preliminary plan No. 207.

The Kachcheri,
Ratnapura, May 29, 1926.

P. O. FERNANDO,
for Government Agent.

Sale of Satinwood.

AN auction sale of the under-mentioned satinwood will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, July, 17, 1926, at 10 A.M., subject to the following conditions:—

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

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

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

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

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

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

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

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

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

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

Division.	No. of Logs.	Cubic Feet.
Eastern (South)	40	1,126.

LIST OF SATINWOOD LOGS REFERRED TO.

Eastern Division (South).

Div. No.	C. No.	T. No.	D. No.	Length. Ft. in.	Girth. Ft. in.	Cubic Feet.	Remarks.
538	698	10	9	6 1	25	Sound*	
645	699	11	9	5 7	23	do.*	
613	700	12	0	6 10	35	Partly un-sound*	
598	701	20	6	5 0	32	Sound*	
643	702	19	6	4 7	26	do.†	
585	703	15	6	5 5	28	do.*	
649	704	16	0	4 10	23	do.*	
625	705	13	0	5 1	21	do.*	
637	706	14	0	4 8	19	do.*	
587	707	15	9	5 8	32	do.†	
606	708	13	9	5 10	29	do.*	
599	709	20	0	4 10	29	do.*	
630	710	16	3	5 6	31	do.†	
602	711	13	3	6 11	40	do.*	
626	712	12	0	5 5	22	do.†	
640	713	14	6	5 5	27	do.*	
636	714	13	9	4 10	20	do.*	
641	715	17	0	5 10	36	do.†	
632	716	12	3	6 11	37	do.*	
627	717	15	3	5 1	25	do.*	
639	718	15	0	5 4	27	Partly un-sound*	
648	719	12	3	5 10	26	do.*	
584	720	14	0	4 11	22	Sound*	
628	721	17	0	5 1	27	do.*	
635	722	15	3	5 11	33	do.*	
594	723	15	0	5 1	24	do.†	
650	724	15	9	6 5	41	do.†	
629	725	18	3	4 9	26	do.†	
642	726	17	0	5 7	33	do.*	
644	727	18	6	5 0	29	do.†	
616	728	12	3	6 1	28	do.*	
647	729	14	6	5 4	26	do.*	
593	730	16	3	5 6	31	do.†	
1	731	11	6	6 9	33	do.*	
631	732	15	3	5 2	25	do.†	
633	733	11	3	6 0	25	do.*	
634	734	15	6	5 4	28	do.†	
597	735	12	6	6 3	31	do.*	
601	736	14	9	5 5	27	do.*	
592	737	11	9	5 8	24	do.*	
40					1,126		

*Plain. † Flowered. ‡ Streaked.

J. D. SARGENT,

Office of the Conservator of Forests, Kandy, June 8, 1926.

Sale of Minor Forest Produce, 1926-1927.

THE date of sale of the right to tap kitul trees in the Morawak and Weligam korales in the Matara District advertised in *Government Gazette* No. 7,529 of June 4, 1926, is postponed to Wednesday, July 14, 1926, at 2.30 P.M.

The correct date of sale at the Divisional Forest Office, Kurunegala, is June 28, 1926, and not June 8, 1926, as printed in the above *Gazette*.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, June 7, 1926.

Destruction of a Dangerous Rogue Elephant.

THE Government Agent, Province of Sabaragamuwa, is prepared to issue, free of stamp duty, a licence for the destruction of a dangerous rogue elephant reported to be causing damage to cultivation in the vicinity of Pallewela village in Atakalan korale in Ratnapura District. The description of the animal is as follows:—

Height: About 11 feet.

Footprint: About 2 feet in length.

Marks: Has white spots on the head.

The Kachcheri,
Ratnapura, June 2, 1926.

J. M. DE SILVA,
for Government Agent.

Closure of Area for Application Surveys in the North-Western Province.

NOTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will be undertaken in the North-Western Province in rotation according to areas.

2. The Province is divided into:—

Area No. 1, which includes that portion of the Kurunegala District which comes to the south of the Deduru-oya:—Katugampola hatpattu, Dewameddi hatpattu, Dambadeni hatpattu, Weudawili hatpattu.

Area No. 2, which includes the Chilaw and Puttalam Districts.

Area No. 3, which includes that portion of the Kurunegala District which comes to the north of the Deduru-oya:—Wanni hatpattu, Hiriyala hatpattu.

3. Area No. 2 will be closed on June 30, 1926, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again reopened. This, however, will not preclude applicants from submitting to me for registration, applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

4. The next area to be closed for survey will be area No. 3, followed in due course by area No. 1. Applications for the purchase or lease of Crown land in these two areas should be forwarded to the Government Agent, North-Western Province, as early as possible.

5. The date of closure of No. 3 area will be shortly published and will represent the date of completion of all work in area No. 2.

R. H. WHITEHORN,
Assistant Government Agent.

May 31, 1926.

Closure of Area for Application Surveys in the North-Central Province.

NOTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will be undertaken in the North-Central Province in rotation according to the following areas:—

Area No. 1, which includes Kunchuttu, Kalpe, Mahapotana, Kanadara, and Uddiyankulam korales.

Area No. 2, which includes Ulagalla, Kalagam, Negampaha, Unduruwa, Kiralowa, Maminiya, and Matombuwa korales, and Tamankaduwa and Egoda pattuwa.

Area No. 3, which includes Willachchiya, Nuwaragam, Kadawat, Eppawala, and Kende korales.

2. Area No. 2 will be closed on July 10, 1926, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again reopened. This, however, will not preclude applicants from submitting to me for registration, applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

3. The next area to be closed for survey will be area No. 3, followed in due course by area No. 1. Applications for the purchase or lease of Crown land in these two areas should be forwarded to me as early as possible.

4. The date of closure of No. 3 area will be shortly published.

The Kachcheri,
Anuradhapura, June 2, 1926.

M. M. WEDDERBURN,
Government Agent.

Loss of Firearms.

MATARA DISTRICT.

Description of property : One single-barrelled cap gun bearing No. 234 on the stock.

Name of owner : H. A. Don Jemis of Naimana in the Four Gravets of the Matara District, Southern Province.

Number of licence : 234 F.G./B24673.

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

A. N. STRONG,
Assistant Government Agent.

Matara, June 2, 1926.

KURUNEGALA DISTRICT.

1. A single-barrelled cap gun No. Q 1094 marked on stock. Owner, Gamarallege Appuhamy of Mettappotha in Dewamedi hatpattu in the District of Kurunegala.

2. A single-barrelled cap gun No. Q 10204 marked on barrel and stock. Owner, T. D. Pesa of Talwita in Weidawili hatpattu in Kurunegala District.

3. A single-barrelled cap gun No. Q 3773 marked on stock. Owner, S. Titus Fernando of Pallewela in Katugampola hatpattu in Kurunegala District. Said to have lost on March 15, 1926.

4. A single-barrelled cap gun No. Q 10488 on barrel and stock. Owner, R. M. Kiri Banda of Imiyangoda in Dewamedi hatpattu in Kurunegala District.

5. A single-barrelled cap gun No. Q 1918 marked on stock. Owner, P. M. Pinhamy of Demaladora in Dewamedi hatpattu in Kurunegala District.

6. A single-barrelled cap gun No. Q 9539 marked on barrel and stock. Owner, S. Mudalihamy of Peddogama in Wannihattattu in Kurunegala District.

The Kacheheri, G. N. FARQUHAR,
Kurunegala, June 7, 1926. for Government Agent.

BADULLA DISTRICT.

1. Single-barrelled cap gun licensed under No. 248 and bearing No. 5558B on stock. Name of licensee : Ramasamy of Kottagoda estate, Badulla.

2. Single-barrelled breech-loading gun licensed under No. 916 and bearing No. A86582 on trigger guard. Name of licensee : D. Luke, Mahadova Group, Madulsima.

3. Single-barrelled repeating shot gun licensed under No. B. Y. 81 and bearing No. 104978 on barrel. Name of licensee : Karupaiah Kanakapulle of Passara Group, Passara.

4. Single-barrelled breech-loading gun licensed under No. B. Y. 104 and bearing No. 6142 on stock. Name of licensee : Muttusamy of Pingarawa estate, Namunukula.

5. Single-barrelled cap gun licensed under No. 450 and bearing No. 450 on the stock. Name of licensee : Medagedara Sudu Banda of Pitadeniya, Wellassa Division.

6. Single-barrelled cap gun licensed under No. 872 and bearing No. 872 on stock. Name of licensee : Kandegedara Banda of Gonatalawa, Wellassa Division.

7. Single-barrelled cap gun licensed under No. 1185 and bearing No. 1185 on the stock. Name of licensee : Arawegedara Kiri Banda of Tanayamgama, Wellassa Division.

8. Single-barrelled cap gun licensed under No. 1195 and bearing No. 1195 on the stock. Name of licensee : V. Suppiah of Bibile estate, Bibile.

Remarks : The licences have not been renewed for 1926. The whereabouts of the guns and the licensees are not known.

The Kacheheri, N. MOONASINGHE,
Badulla, June 4, 1926. for Government Agent.

RATNAPURA DISTRICT.

Description of property : One single-barrelled cap gun No. 449 on stock.

Number of licence : 1467/A62159.

Name of owner : Ilukkumbure Manannalaye Baba of Hatella.

Remarks : The licensee dead. The gun is not traceable.

The Kacheheri, J. M. DE SILVA,
Ratnapura, June 1, 1926. for Government Agent.

KEGALLA DISTRICT.

Double-barrelled muzzle-loading gun licensed under No. 829 and No. 829 marked on barrel.

Name of owner : Moragallayalage Jayatuwa of Narambedda.

Remarks : The gun is reported to have been lost.

The Kacheheri, J. D. BROWN,
Kegalla, June 1, 1926. Assistant Government Agent.

Rinderpest.

NOTICE is hereby given that the area declared infected at Malabe in Hewagam korale of the Colombo District of the Western Province, under section 5, subsections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated May 7, 1926, is free from rinderpest, and is no longer an infected area.

This declaration is to take effect from this date.

The Kacheheri, R. J. PEREIRA,
Colombo, June 5, 1926. for Government Agent.

Rinderpest.

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

The Kacheheri, R. M. M. WORSLEY,
Hambantota, June 1, 1926. Assistant Government Agent.

Rinderpest.

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

The Kacheheri, R. M. M. WORSLEY,
Hambantota, June 1, 1926. Assistant Government Agent.

Rinderpest.

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

The Kachcheri,
Hambantota, June 1, 1926.

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

Rinderpest.

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

The Kachcheri,
Hambantota, June 1, 1926.

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

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Talahaganwaduwa-Miella road as far as the Matara District boundary is closed to all cattle traffic for a further period of ten days from June 3, 1926.

The Kachcheri,
Hambantota, June 2, 1926.

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

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that Beliatta-Walasmulla road between Dammulla junction and Talahaganwaduwa junction is closed to all cattle traffic for a further period of ten days from June 3, 1926.

The Kachcheri,
Hambantota, June 2, 1926.

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

Rinderpest.

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

The Kachcheri,
Hambantota, June 4, 1926.

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

Rinderpest.

BY virtue of the powers vested in me by section 7 (1) of Ordinance No. 25 of 1909, I, Edward Turner Millington, Government Agent of the Province of Sabaragamuwa, do hereby proclaim that the road from Timbolketiya to Liyangahatota shall be closed to all cattle traffic for a further period of ten days from the date hereof.

The Kachcheri,
Ratnapura, June 8, 1926.

E. T. MILLINGTON,
Government Agent.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Rambodagalla palata in Madure korale in Weudawili hatpattu of Kurunegala District of the North-Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated March 19, 1926, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,
Kurunegala, June 2, 1926.

G. N. FARQUHAR,
for Government Agent.

Hoof-and-Mouth Disease.

WHEREAS by proclamation dated March 4, 1926, published in *Government Gazette* No. 7,516 of March 12, 1926, tulana No. 58 of Kalagam palata, in the North-Central Province, was proclaimed an infected area in terms of sub-sections (1) and (2) of Ordinance No. 25 of 1909; and whereas hoof-and-mouth disease no longer exists in the said area, it is now declared under sub-section 5 (5) of the said Ordinance free from hoof-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from the date hereof.

The Kachcheri,
Anuradhapura, June 2, 1926.

G. C. MILES,
for Government Agent.

Haemorrhagic Septicaemia.

WHEREAS haemorrhagic septicaemia has broken out among the cattle on a tract of about 1,000 acres, cultivated by Thembymuttu and others at Iranaimadu, in the Karachchi division of the Jaffna District in the Northern Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of "The Contagious Diseases (Animals) Ordinance, 1909," that the area, bounded on the north by distributary channel No. 3 and agricultural road and lot 24 in I. S. P. P. 6, east by Kanakarayan-sar, south by Crown jungle, and west by road from Kilinochchi to Iranaimadu, in the above-mentioned Iranaimadu village, is an infected area.

This declaration will take effect from May 27, 1926.

The Kachcheri,
Jaffna, June 1, 1926.

F. J. SMITH,
Government Agent.

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

NOTICE is hereby given that on Thursday, June 24, 1926, at 12 noon, will be put up for resale at the Colombo Kachcheri, at the risk of the original purchasers for the period mentioned below, the under-mentioned Toll Rents of the Western Province, the original purchasers of which may have failed to pay on or before that date the instalment for the month of May, 1926, or any part thereof, that may be due and owing on that date.

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

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

From July 1 to September 30, 1926.

Canals.—(1) Hendala, (2) Grandpass, (3) Kittanpahuwa, (4) Kalutara, (5) Negombo.

The Kachcheri,
Colombo, June 1, 1926.

F. BARTLETT,
Government Agent.

NOTIFICATIONS UNDER "THE PATENT ORDINANCES, 1906."

THE following specification has been accepted :—

No. 2,177 of February 12, 1926.

Dr. Zadok van den Bergh, Barend Gysbertus Hendrikus van der Jagt and Frederik Adrianus Johannes van Kuyk.
Process, plant and apparatus for the industrial treatment of coconuts and their constituents, particularly coconut fibres.

Abstract.—The nuts are first husked and then broken mechanically by a drop hammer and the milk separated. The flesh and the shell are then dried sufficiently to make them easily separable; the flesh is next dried to copra and the shells are used in a suction gas plant.

The husks pass between spiked rollers and then are treated with hot lye for two hours in a special apparatus. The husks are pressed to remove the lye which is used again and are then combed and brushed to separate fibres from pith. The fibres are soaked in hot water, again pressed, combed, and brushed. The fibres are next partially dried and again combed; the fibres pass through a roller which flattens them and while still moist enter the spinning machine and are spun into yarn which is finally dried.

There are thirty-five claims and seven sheets of drawing.

NORMAN RAE,
Registrar of Patents.

NOTICE TO MARINERS.

No. 6 of 1926.

Ceylon—East Coast.

Reduced Visibility of Batticaloa Light.

WITH reference to Ceylon Notice to Mariners No. 5 of 1926, the temporary fixed white light at Batticaloa is reported to be visible for only 5 miles.

Admiralty charts affected—No. 2,031 Ceylon East Coast from 7° 20' N. to Point Pedro.

No. 70 Bay of Bengal.

Publications: Admiralty List of Lights. Part VI., 1924, page 59.

Master Attendant's Office,
Colombo, June 5, 1926.

JAMES G. FRASER,
Captain, R.N., Master Attendant.

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

Sale of Foreign Liquor Tavern Licences.

NOTICE is hereby given that the Government Agent for the Western Province, will, at the Colombo Kachcheri, at 12 noon, on Monday, June 28, 1926, expose for sale by public auction, subject to the usual conditions on which licences are issued under "The Excise Ordinance, No. 8 of 1912," the privilege of selling foreign liquor under a tavern licence, at each of the under-mentioned places, for a period of one year from October 1, 1926, in suitable premises to be approved by the Government Agent :—

- (1) Symond's road, Maradana.
- (2) Panchikawatta road, Maradana.
- (3) Jampettah street, Colombo.
- (4) St. Joseph's street, Grandpass.
- (5) Green's road, Negombo.

2. The hours during which the licenced premises will be allowed to be kept open will be 8 A.M. to 7 P.M.

3. The Government Agent does not bind himself to accept the highest or any bid.

4. The person or persons, declared by the Government Agent to be the purchaser or purchasers of any licence, will be required to deposit forthwith the full purchase amount *in cash*.

Further information can be obtained on application to the Government Agent.

F. BARTLETT,
Government Agent.

The Kachcheri,
Colombo, June 5, 1926.

Sale of Foreign Liquor Tavern, Kegalla Town.

NOTICE is hereby given that the Assistant Government Agent of Kegalla District, will, at the Kegalla Kachcheri, at 10 A.M. on August 2, 1926, sell by public auction, subject to the usual conditions on which the licences are issued under "The Excise Ordinance, No. 8 of 1912," the privilege of selling foreign liquor under a tavern licence, within the Local Board limits of Kegalla for a period of twelve months from October 1, 1926, to September 30, 1927, in suitable premises to be approved by the Assistant Government Agent, Kegalla.

2. The site should be at or near the Bulathkohupitiya junction on Colombo-Kandy road.

3. The hours during which the licenced premises will be allowed to be kept open are from 9 A.M. to 7 P.M.

4. The Assistant Government Agent does not bind himself to accept the highest or any bid.

5. The person or persons declared by the Assistant Government Agent to be the purchaser or purchasers of the licence will be required to deposit forthwith half the purchase amount in cash, and the balance on or before September 30, 1926.

6. If the purchase is not completed by payment of the balance on or before September 30, 1926, the advance deposit will be forfeited and the purchase cancelled.

7. Further information can be obtained on application to the Assistant Government Agent at Kegalla Kachcheri.

J. D. BROWN,
Assistant Government Agent, Kegalla.
The Kachcheri,
Kegalla, June 8, 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 8, 1926.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Date of Sale : July 3, 1926.

Premises No.	Street.	Quarter and Year.	Time of Sale.
3281/65	Alutmawata	4th quarter, 1925, and 1st quarter, 1926	8.30 A.M.

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

June 8, 1926.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Date and Time of Sale : June 22, 1926, at 9 a.m.

Grandpass.

Premises No.	Quarter and Year.	Property Seized.	Place of Sale.
984/154 (6-7)	3rd and 4th quarters, 1925	1 camp bed, 1 pounder, 2 rice pounders, 1 crowbar, 1 chair, 1 square table	Municipal Council's Store, Darley road, Colombo

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

Date. 1926.	No. of Licence.	Name and Address.
May 3	107	A. C. M. Saheed, Chatham street, Colombo
May 11	108	M. D. W. Perera, 4, 1st Maligakanda, Colombo

List of Auctioneers' Licences issued during May, 1926.

Date. 1926.	No. of Licence.	Name and Address.
May 21	15	A. F. Gay, 42, St. Joseph's street, Colombo

List of Brokers' Licences issued during May, 1926.

Date. 1926.	No. of Licence.	Name and Address.
May 7	121	D. G. Wickremaratne, 372, 3rd Division, Maradana
May 7	122	P. L. A. Mendis, 26, Baillie street
May 7	123	D. A. de S. Tudawe, 13, Norris road
May 12	124	M. E. C. Pieris, 38, Baillie street
May 15	125	Hadjie Hashim Mohamed Mohideen, 34, Baillie street
May 15	126	K. J. de Silva, 5, Canal Row, Fort
May 17	127	L. S. I. Rodrigo, 59, 5th Cross street

Town Hall,
Colombo, June 8, 1926.

G. H. N. SAUNDERS,
Municipal Treasurer.

TRADE MARKS NOTICES.

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

Trade Marks registered during the Month of May, 1926.

Trade Mark No.	Gazette No.	Date of Gazette.	Proprietors.	Class.
3,490	7,511	February 5, 1926	James Finlay & Company, Ltd.	42
3,508	7,515	March 5, 1926	Harrisons & Crosfield, Limited	42
3,516	7,516	March 12, 1926	D. & J. McCallum, Ltd.	43
3,510	7,517	March 19, 1926	Koninklijke Weefgoederenfabriek Voorheen C. T. Stork & Co.	24, 27, & 31
3,519	7,517	March 19, 1926	The R. M. Hollingshead Co.	1, 40, 47, & 50
3,521	7,517	March 19, 1926	Findlater, Mackie Todd & Co., Ltd.	43

Subsequent Proprietors registered during the Month of May, 1926.

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

Trade Mark No.	Gazette No.	Date of Gazette.	Proprietors.	Class.
180	5,495	August 20, 1897	Elliman Sons & Co., Limited, Chandos street, Slough, Buckinghamshire, England; Embrocation Manufacturers; <i>Elliman Sons & Co.</i>	3
181	5,495	August 20, 1897	Do.	2

Address of registered Proprietors altered on the Register.

1,308	6,497	April 4, 1912	Arthur Edward Hawker <i>address altered to</i> Grays, Essex, England	2
-------	-------	---------------	--	---

Trade Marks renewed during the Month of May, 1926.

214	5 558	June 17 1898	Cadbury Brothers, Ltd.	42
228	5,570	September 9, 1898	Nobel's Explosives Co., Ltd.	20
229	5,570	September 9, 1898	Do.	20
1,308	6,497	April 4, 1912	Arthur Edward Hawker	2
1,343	6,510	June 28, 1912	The Chillington Tool Co., Ltd.	13
1,346	6,512	July 12, 1912	Societe Anonyme des Automobiles Unic	22
1,353	6,515	August 2, 1912	Pastilval, Limited	3
1,358	6,517	August 16, 1912	Maspero Freres, Limited	45
1,359	6,517	August 16, 1912	Do.	45
1,360	6,517	August 16, 1912	The British American Tobacco Company (Ceylon), Ltd.	45
1,362	6,518	August 23, 1912	Nicolas Soussa, Ltd.	45
1,363	6,518	August 23, 1912	The British American Tobacco Co., Ltd.	45
1,371	6,525	October 4, 1912	Westminster Tobacco Co., Ltd.	45

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

213	5,558	June 17, 1898	Lee Hedges & Co.	42
1,319	6,502	May 10, 1912	Tarrant & Co.	47
1,320	6,504	May 24, 1912	Charles Hamilton Gunter	42
1,321	6,504	May 24, 1912	The Lacre Motor Car Co., Ltd.	6
1,322	6,504	May 24, 1912	Do.	13
1,323	6,504	May 24, 1912	Do.	22
1,324	6,504	May 24, 1912	Do.	40
1,325	6,504	May 24, 1912	W. A. Soysa	44
1,332	6,507	June 7, 1912	James Pain & Sons	20
1,333	6,508	June 14, 1912	Sana Mohamadu Aboonacker	42
1,334	6,508	June 14, 1912	Do.	42
1,341	6,510	June 28, 1912	D. D. Pedris	38

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

212	5,534	February 18, 1898	Peek Brothers & Winch, Ltd.	42
1,299	6,491	March 1, 1912	Mohamed Sinne Mohideen, trading as "The Ceylon Hygienic Aerated Water Co."	44

Registrar-General's Office,
Colombo, June 9, 1926.H. E. BEVEN,
Registrar-General.

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

- (1) Trade Mark No. 3,514.
- (2) Date of Receipt: February 19, 1926.
- (3) Applicant (Proprietor of the Trade Mark): FAN-STEEL PRODUCTS COMPANY, INC. (a Corporation organized and existing under the laws of the State of New York, United States of America), City of North Chicago, County of Lake, State of Illinois, United States of America; Manufacturers.
- (4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.
- (5) Classes: (a) Six; and (b) Eight.
- (6) Goods: (a) In class 6 in respect of condensers and parts thereof; (b) In class 8 in respect of battery charges, battery substitutes and parts thereof, transformers and parts thereof, rectifiers and parts thereof, resistances and parts thereof, electrodes, electrolytic valve metals, metallic tantalum and electrolytes.

(7) Representation of the Trade Mark:

FANSTEEL

The essential particular of the Trade Mark is the word "Fansteel" and more particularly written in the distinctive manner as shown in the representation.

Registrar-General's Office,
Colombo, June 2, 1926,H. E. BEVEN,
Registrar-General.

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

- (1) Trade Mark No. 3,515.
- (2) Date of Receipt: February 19, 1926.

(3) Applicant (Proprietor of the Trade Mark): FAN-STEEL PRODUCTS COMPANY, INC. (a Corporation organized and existing under the laws of the State of New York, United States of America), City of North Chicago, County of Lake, State of Illinois, United States of America; Manufacturers.

(4) Address for service in the Island : Julius & Cressy, No. 22, Prince street, Fort, Colombo.

(5) Classes : (a) Six ; (b) Eight.

(6) Goods : (a) In class 6 in respect of condensers and parts thereof ; (b) In class 8 in respect of battery charges and parts thereof, battery substitutes and parts thereof, transformers and parts thereof, rectifiers and parts thereof, resistances and parts thereof, electrodes, electrolytic valve metals, metallic tantalum and electrolytes.

(7) Representation of the Trade Mark :

Balkite

The essential particular of the Trade Mark is the word "Balkite," and more particularly written in the form as shown in the representation.

Registrar-General's Office,
Colombo, June 2, 1926.

H. E. BEVEN,
Registrar-General.

Robt
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. 3,556.

(2) Date of Receipt : May 5, 1926.

(3) Applicant (Proprietor of the Trade Mark) : STANDARD OIL COMPANY OF NEW YORK (a Corporation organized under the laws of the State of New York, United States of America), New York, State of New York, United States of America ; Manufacturers, Importers, and Distributors.

(4) Address for service in the Island : de Vos & de Saram, De Soysa buildings, Upper Chatham street, Fort, Colombo.

(5) Class : Forty-seven.

(6) Goods : Petroleum, illuminating, heating and lubricating oils, petrol for motor engines, soap and soapstock (common), laundry wax and other preparations for laundry use, wicks (lamp), candles and matches.

(7) Representation of the Trade Mark :

SPINREX

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

A. W. SEYMOUR,
Registrar-General.

Robt
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. 3,557.

(2) Date of Receipt : May 5, 1926.

(3) Applicant (Proprietor of the Trade Mark) : STANDARD OIL COMPANY OF NEW YORK (a Corporation organized under the laws of the State of New York, United States of America), New York, State of New York, United States of America ; Manufacturers, Importers, and Distributors.

(4) Address for service in the Island : de Vos & de Saram, De Soysa buildings, Upper Chatham street, Fort, Colombo.

(5) Class : Forty-seven.

(6) Goods : Petroleum, illuminating, heating and lubricating oils, petrol for motor engines, soap and soapstock (common), laundry wax and other preparations for laundry use, wicks (lamp), candles and matches.

(7) Representation of the Trade Mark :

CYLBREX

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

A. W. SEYMOUR,
Registrar-General.

Robt
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. 3,558.

(2) Date of Receipt : May 5, 1926.

(3) Applicant (Proprietor of the Trade Mark) : STANDARD OIL COMPANY OF NEW YORK (a Corporation organized under the laws of the State of New York, United States of America), New York, State of New York, United States of America ; Manufacturers, Importers and Distributors.

(4) Address for service in the Island : de Vos and de Saram, De Soysa buildings, Upper Chatham street, Fort, Colombo.

(5) Class : Forty-seven.

(6) Goods : Petroleum, illuminating, heating, and lubricating oils, petrol for motor engines, soap and soapstock (common), laundry wax and other preparations for laundry use, wicks (lamp), candles and matches.

(7) Representation of the Trade Mark :

VALREX

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

A. W. SEYMOUR,
Registrar-General.

Robt
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. 3,559.

(2) Date of Receipt : May 6, 1926.

(3) Applicant (Proprietor of the Trade Mark) : STANDARD OIL COMPANY OF NEW YORK (a Corporation organized under the laws of the State of New York, United States of America), New York, State of New York, United States of America ; Manufacturers, Importers, and Distributors.

(4) Address for service in the Island : de Vos and de Saram, De Soysa buildings, Upper Chatham street, Fort, Colombo.

(5) Class : Forty-seven.

(6) Goods : Petroleum, illuminating, heating, and lubricating oils, petrol for motor engines, soap and soapstock (common), laundry wax and other preparations for laundry use, wicks (lamp), candles, and matches.

(7) Representation of the Trade Mark:

DAREX

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

A. W. SEYMOUR,
Registrar-General.

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

(1) Trade Mark No. 3,560.

(2) Date of Receipt: May 5, 1926.

(3) Applicant (Proprietor of the Trade Mark): STANDARD OIL COMPANY OF NEW YORK (a Corporation organized under the laws of the State of New York, United States of America; New York, State of New York, United States of America; Manufacturers, Importers, and Distributors).

(4) Address for service in the Island: de Vos & de Saram, De Soysa buildings, Upper Chatham street, Fort, Colombo.

(5) Class: Forty-seven.

(6) Goods: Petroleum, illuminating, heating, and lubricating oils, petrol for motor engines, soap and soapstock (common), laundry wax and other preparations for laundry use, wicks (lamp), candles, and matches.

(7) Representation of the Trade Mark:

TUREX

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

A. W. SEYMOUR,
Registrar-General.

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

(1) Trade Mark No. 3,565.

(2) Date of Receipt: May 7, 1926.

(3) Applicant (Proprietor of the Trade Mark): AKTIEBOLAGET PASTILL (a Joint Stock Company organized and existing under the laws of Sweden), 28 N, Skepparegatan, and 1, Bornhusgatan, Gefle, Stockholm, Sweden; Manufacturers.

(4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.

(5) Class: Three.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy.

(7) Representation of the Trade Mark:

LAKEROL

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

Registrar-General's Office,
Colombo, June 2, 1926.

H. E. BEVEN,
Registrar-General.

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

(1) Trade Mark No. 3,569.

(2) Date of Receipt: May 14, 1926.

(3) Applicant (Proprietor of the Trade Mark): THE YALE & TOWNE MANUFACTURING COMPANY (a Corporation organized and existing under the laws of the State of Connecticut), City of Stamford, County of Fairfield, State of Connecticut; and City, County, and State of New York, United States of America; Manufacturers.

(4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.

(5) Class: Thirteen.

(6) Goods: Locks, padlocks, and keys; parts and accessories of same.

(7) Representation of the Trade Mark:

MILLER

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

H. E. BEVEN,
Registrar-General.

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

(1) Trade Mark No. 3,570.

(2) Date of Receipt: May 19, 1926.

(3) Applicant (Proprietor of the Trade Mark): F. RYLAND & CO., Suffolk House, Laurence Pountney Hill, Cannon street, London, E.C., England; General Merchants.

(4) Address for service in the Island: M. K. Saldin & Co., 36, Keyzer street, Colombo.

(5) Class: Twenty-four.

(6) Goods: Cotton piece goods.

(7) Representation of the Trade Mark:



The essential particular of the Trade Mark is the above device, and no claim is made to the exclusive use of the added matter.

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

H. E. BEVEN,
Registrar-General.

Ra 2/28302
 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. 3,571.

(2) Date of Receipt: May 19, 1926

(3) Applicant (Proprietor of the Trade Mark): F. RYDER & CO., Suffolk House, Laurence Pountney Hill, Cannon street, London, E.C., England; General Merchants.

Ra 8/28345
 (4) Address for service in the Island: M. K. Saldin & Co., 36, Keyzer street, Colombo.

(5) Class: Twenty-four.

(6) Goods: Cotton piece goods.

(7) Representation of the Trade Mark:



The essential particular of the Trade Mark is the above device, and no claim is made to the exclusive use of the added matter.

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

H. E. BEVEN,
Registrar-General.

Ra 10/28346
 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. 3,572.

(2) Date of Receipt: May 19, 1926.

(3) Applicant (Proprietor of the Trade Mark): F. RYDER & CO., Suffolk House, Laurence Pountney Hill, Cannon street, London, E.C., England; General Merchants.

(4) Address for service in the Island: M. K. Saldin & Co., 36, Keyzer street, Colombo.

(5) Class: Twenty-four.

(6) Goods: Cotton piece goods.

(7) Representation of the Trade Mark:



The essential particular of the Trade Mark is the above device, and no claim is made to the exclusive use of the added matter.

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

H. E. BEVEN,
Registrar-General.

Ra 8/3480
 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. 3,480.

(2) Date of Receipt: December 4, 1925.

(3) Applicant (Proprietor of the Trade Mark): MUNGO SCOTT, LIMITED (a Company duly incorporated under the laws of Australia), Smith street, Summer Hill, near Sydney, State of New South Wales, Commonwealth of Australia; Flour Millers.

(4) Address for service in the Island: Julius & Creasy, No. 22, Prince street, Fort, Colombo.

(5) Class: Forty-two.

(6) Goods: Flour and other cereal products.

(7) Representation of the Trade Mark:



The essential particulars of the Trade Mark is the device, and no claim is made to the exclusive use of the word "Superb."

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

H. E. BEVEN,
Registrar-General.

LOCAL BOARD NOTICES.**Local Board, Moratuwa.**

THE following resolution passed by the Local Board, Moratuwa, at a meeting held on May 28, 1926, as required by rule 1, Chapter I., under Schedule D of "The Local Board Ordinances, 1898 and 1901," is published for general information:—

"Resolved that the meeting of the Board be held in future on the third Tuesday, of each month, at 1.30 p.m., at the Local Board Office, Moratuwa."

Local Board Office,
Moratuwa, June 5, 1926.

H. PARTLETT,
Chairman.

ROAD COMMITTEE NOTICES.**Election of Member, District Committee, Mullaitivu.**

NOTICE is hereby given that under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the Office of European Member of the District Committee of Mullaitivu for the remaining period of 1926 and 1927, are hereby required to signify their intention in writing to the Chairmen of the Provincial Road Committee for the Northern Province, at least ten days before the day of election. The election will be held on July 6, 1926, at noon, at the Mullaitivu Kachcheri.

Provincial Road Committee,
Jaffna, June 2, 1926.

D. C. R. GUNAWARDANA,
Secretary.

Election of Burgher Member, District Road Committee, Batticaloa.

IT is hereby notified that Mr. S. O. Canagaratnam has been elected as a member of the District Road Committee Batticaloa, to represent the Burgher Community for the remaining period of 1926 and for the year 1927.

Provincial Road Committee Office,
Batticaloa June 8, 1926.

V. VISWALINGAM,
for Chairman.

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."**Trade or Business of Auctioneers or Brokers.**

THE following person was licensed during the month of May, to carry on the trade or business of Auctioneers or Brokers within the limits of the Kalutara Urban District Council area for the year 1926, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

A. V. Perera, Auctioneer.

Urban District Council Office,
Kalutara, June 8, 1926.

ARNOLD GOONEWARDENE,
Vice-Chairman.