



THE CEYLON GOVERNMENT GAZETTE

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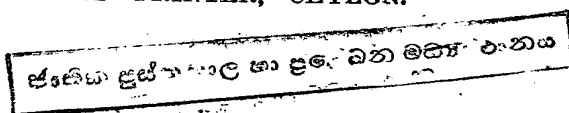
PART I.—GENERAL.

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COLOMBO:

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.



APPOINTMENTS, &c., BY THE GOVERNOR.

No. 401 of 1927.

MR. A. R. HALLOCK having been selected by the SECRETARY OF STATE FOR THE COLONIES for appointment as a Cadet in the Civil Service of this Colony, HIS EXCELLENCY THE GOVERNOR has been pleased to order that he be attached to the Puttalam Kachcheri, from December 2, 1927, until further orders.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, November 28, 1927. Colonial Secretary.

No. 402 of 1927.

IT is hereby notified that Mr. A. E. CHRISTOFFELSZ, having returned from leave, resumed duties as an Assistant Settlement Officer and a Special Officer under the Waste Lands Ordinance, on December 2, 1927.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 6, 1927. Colonial Secretary.

No. 403 of 1927.

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

Mr. H. J. L. LEIGH-CLARE to the office of Assistant at Mannar to the Government Agent, Northern Province; District Judge, Commissioner of Requests, and Police Magistrate, Mannar; Deputy Fiscal for the District of Mannar; Assistant Collector of Customs, Mannar; Master Attendant, Mannar; Receiver of Wrecks, Mannar; Additional Superintendent of Police, Mannar; Local Authority under the Petroleum Ordinance for the District of Mannar; and Official Visitor to the Mandapam Camp, with effect from December 5, 1927, until further orders.

Mr. S. F. AMERASINGHE to be Office Assistant to the Government Agent, Eastern Province; Additional Police Magistrate, Batticaloa; Assistant Superintendent of the Prison at Batticaloa; and Assistant Collector of Customs, Batticaloa, with effect from December 1, 1927, until further orders.

Mr. D. V. ALTENDORFF to act as Deputy Inspector-General of Police (Provinces) during the absence of Mr. T. P. ATTYGALLE, from December 6, 1927, until the resumption of duties by that officer.

Mr. P. O. S. E. SILVA to be Cadet attached to the Kalutara Kachcheri, from December 7, 1927, until further orders.

Mr. C. F. INGLEDOW to the office of District Judge, Nuwara Eliya; Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton; and Police Magistrate under section 3 of Ordinance No. 4 of 1891 for

the Revenue Districts of Kandy and Nuwara Eliya, with effect from December 6, 1927, until further orders.

Mr. C. J. A. MARSHALL to act as District Judge, Commissioner of Requests, and Police Magistrate, Avissawella, from December 6, 1927, until further orders.

Mr. G. N. FARQUHAR to the office of District Judge, Commissioner of Requests, and Police Magistrate, Anuradhapura, with effect from December 5, 1927, until further orders.

Mr. M. C. F. POTGER to act as District Judge, Commissioner of Requests, and Police Magistrate, Badulla, during the absence of Mr. H. R. R. BLOOD, from December 15 to 18, 1927, inclusive, or until the resumption of duties by that officer.

Mr. F. N. DANIELS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kurunegala, during the absence of Mr. D. H. BALFOUR, from December 10 to 13, 1927, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNE to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Ratnapura, during the absence of Mr. H. E. JANSZ, on December 8 and 9, 1927, or until the resumption of duties by that officer.

Mr. W. S. STRONG to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Puttalam, during the absence of Mr. N. MOONESINGHE, on December 3 and 4, 1927, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNE to be Additional District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Ratnapura, from December 10 to 14, 1927, inclusive.

Mr. S. C. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, during the absence of Mr. L. H. DE ALWIS, on December 12, 1927, or until the resumption of duties by that officer.

Mr. C. A. LA BROOY to act as Commissioner of Requests, Kandy, and Additional District Judge, Kandy, during the absence of Mr. R. S. V. POULIER, from December 11 to 18, 1927, inclusive, or until the resumption of duties by that officer.

Mr. E. H. R. TENISON to the office of Commissioner of Requests and Police Magistrate, Matale; Commissioner of Requests and Police Magistrate, Dumbara; and Police Magistrate under section 3 of Ordinance No. 4 of 1891 for the Revenue Districts of Kandy and Matale, with effect from December 5, 1927, until further orders.

Mr. E. G. JONKLAAS to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, during the absence of Mr. G. L. DAVIDSON, from December 9 to 12, 1927, inclusive, or until the resumption of duties by that officer.

Mr. A. G. SIRIMANE to act as Commissioner of Requests and Police Magistrate, Balapitiya, from December 12 to 20, 1927, inclusive, during the absence of Mr. E. W. KANNANGARA, or until the resumption of duties by that officer.

Mr. M. A. PERERA to be Additional Police Magistrate and Additional Municipal Magistrate, Kandy, on December 10, 1927.

Mr. A. DIAS ABEYESINGHE to be Additional Police Magistrate, Galle, on December 10, 1927.

Mr. J. KADRAMATAMBY to be Additional Police Magistrate, Batticaloa, from December 11 to 17, 1927, both days inclusive.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 8, 1927. Colonial Secretary.

No. 404 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 13 of Ordinance No. 10 of 1861, to appoint the under-mentioned gentlemen to be Members of the Provincial Road Committee, North-Western Province, for the year 1928:—

The Hon. Mr. G. E. MADAWALA.
Mr. D. F. C. DYSON.
Mr. F. N. DANIELS.
Mr. A. DE ZILVA.
Mr. G. E. JAYATILEKE HULUGALLE.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 3, 1927. Colonial Secretary.

No. 405 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. K. APPUTHURAI to be an Inquirer for Valikamam East, in the District of Jaffna, Northern Province, from November 25 to December 3, 1927, during the absence of Mr. A. CHELLAPPAH.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 2, 1927. Colonial Secretary.

No. 406 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. KOSMAPATABENDIGE WILLIAM DALPATADU KULATILAKA of Kalutara to be a Notary Public throughout Meda pattu of Siyane korale, in Colombo District, with residence and office at Talgasmote, and to practise as such in the English and Sinhalese languages.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 5, 1927. Colonial Secretary.

No. 407 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. NILAMAKA ARACHCHIGE DON HENDRICK SENARATNE GUNATILAKA of Niwandama, Ja-ela, to be a Notary Public throughout Kalutara totamune of Kalutara District, with residence and office at Paiyagala, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 5, 1927. Colonial Secretary.

No. 408 of 1927.

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

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 5, 1927. Colonial Secretary.

No. 409 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HEETAWAKAGE PETER DE SARAM JAYAWARDENE of Halpe, Mirigama, to be a Notary Public throughout Yatinuwara, Udunuwara, and Pata Hewaheta divisions of Kandy District, with residence and office at Kandy, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 5, 1927. Colonial Secretary.

No. 410 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. CATHIRAVAILOPILLAI NAVA RATNAM of Devasthan, Nallur, Jaffna, to be a Notary Public throughout the judicial division of Jaffna, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 5, 1927. Colonial Secretary.

No. 411 of 1927.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VEERAKATHIPPILLY SAMUEL SUPPIRAMANIAM of Veemankamam, Jaffna, to be a Notary Public throughout Tenmaradchi division of Jaffna District, with residence and office at Chavakachcheri, and an additional office at Kaitadi, and to practise as such in the Tamil language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, December 5, 1927. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

IT is hereby notified that I have appointed WANISEKARA MUDIYANSELAGE DELGAHAMULLE RAN BANDA to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Pata Dumbara No. 6 division, in the Kandy District of the Central Province, for nineteen days, with effect from December 5, 1927, *vice* RAN BANDA EKANAYAKA, on leave. His office will be at Paluwatta in Naranpanawa.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, November 30, 1927. Registrar-General.

IT is hereby notified that I have confirmed DIAUGU BADATURUGE SIMON DE SILVA in his appointment as Registrar of Marriages (Kandyan and General) of Gampola town division, in the Kandy District of the Central Province.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 6, 1927. Registrar-General.

IT is hereby notified that I have confirmed DISANAYAKA MUDIYANSELE NARANGASMULLEGEDARA APPUHAMY DISANAYAKA in his appointment as Registrar of Births and Deaths of Gangapalata korale (Uda Hewaheta No. 4) division, and of Marriages (Kandyan and General) of Uda Hewaheta division, in the Nuwara Eliya District of the Central Province.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 6, 1927. Registrar-General.

IT is hereby notified that I have confirmed KANTAR KATHIRKAMAR in his appointment as Registrar of Births and Deaths of Chempianpattu division, and of Marriages (General) of Pachchilaippali division, in the Jaffna District of the Northern Province.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 5, 1927. Registrar-General.

IT is hereby notified that I have confirmed AMPALAVANA MUDALIYAR SARAVANAMUTTU in his appointment as Registrar of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 5, 1927. Registrar-General.

IT is hereby notified that I have confirmed TAMOTARAR KANAPATIPPILLAI in his appointment as Registrar of Marriages (General) of Karaichchi division, in the Jaffna District of the Northern Province.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 5, 1927. Registrar-General.

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

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 5, 1927. Registrar-General.

THE following appointments made 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, Kalutara, has appointed DON BRUMPY WEERAKOON to act as Registrar of Births and Deaths of Paiyagala and Maggonbadda division, and of Marriages (General) of Kalutara totamune division in the Kalutara District of the Western Province, on December 1, 1927, during the absence of the

Registrar, DON ARON SENEVIRATNE GUNATILAKE, on leave. His office will be at Kalapatandanewatta in Maha Paiyagala.

The Additional Assistant Provincial Registrar, Kandy, has appointed KALUKUMARA BANDARALAGE SENEVIRATNA BANDARA to act as Registrar of Births and Deaths, and of Marriages (General) of Harispattu No. 3 Division, in the Kandy District of the Central Province, for seven days from November 30, 1927, during the absence of the Registrar, RATNAYAKA WASALA MUDIYANSELAGE MAHAGEDARA KIRI BANDA, on leave. His office will be at Mahagedarawatta in Mullegama; station: Pallegedarawatta in Ankumbura.

The Additional Assistant Provincial Registrar, Matale, has appointed DISSANAYAKA BANDARALAGE NEKATNA WALAUWE BANDARE to act as Registrar of Births and Deaths of Kandapalla korale division, and of Marriages (General) of Matale North division, in the Matale District of the Central Province, for three days from December 1, 1927, during the absence of the Registrar, EHELEPOLA UDAWALAUWE DISANAYAKA BANDARALAGE HEEN BANDA, on leave. His office will be at Mohottallayewalauwa in Tolombagolla.

The Additional Assistant Provincial Registrar, Galle, has appointed DIDRECK SILVA WIJAYARATNE to act as Registrar of Births and Deaths of Ahangama division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on December 5, 1927, during the absence of the Registrar, ALLIS SILVA WIJAYARATNE, on leave. His office will be at Hirigalewatta in Piyadigama.

The Additional Assistant Provincial Registrar, Galle, has appointed RANCHAGODA-ARACHCHIGE DON ARON KARUNARATNE to act as Registrar of Births and Deaths of Induruwa division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on December 6, 1927, during the absence of the Registrar, RANCHAGODA-ARACHCHIGE DON JOHN KARUNARATNE, on leave. His office will be at Wellawatta at Yalgama.

The Additional Assistant Provincial Registrar, Galle, has appointed ABRAHAM HETTIACHCHI GUNAWARDENA to act as Registrar of Births and Deaths of Hikkaduwa division, in the Galle District of the Southern Province, for four days from December 7, 1927, during the absence of the Registrar, HETTIACHCHI BAPTIST WICKRAMARATNE, on leave. His office will be at Hettiachchidiwelwatta in Hikkaduwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ARUKATTU PATABENDIGE KARUNADASA EDIRIWIARA JAYASURIYA to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for two days from November 30, 1927, during the absence of the Registrar, ANDRAYAS DE SILVA WICKRAMANAYAKA, on leave. His office will be at Viharagodella in Tihawa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed SIRISENA SAMARAKOON SINGAPPULI to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from December 5, 1927, during the absence of the Registrar, JOHANNES ABRAHAM SINGAPPULI, on leave. His office will be at Angahawatta in Mahahilla; additional office: Galhiressewatta in Weharagoda.

The Provincial Registrar, Northern Province, Jaffna, has appointed VAYITYANATAR KANAPATIPPILLAI to act as Registrar of Births and Deaths of Delft division, and of Marriages (General) of Delft division, in the Jaffna District of the Northern Province, for three days from December 2, 1927, during the absence of the Registrar, MICHAELPILLAI JOSEPH PILLAINAYAGAM, on leave. His office will be at Village Tribunal Court-house in Delft.

The Provincial Registrar, Kurunegala, has appointed HERAT MUDIANSSELAGE RANHAMY to act as Registrar of Births and Deaths of Hatalispaha korale west division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, for three days from November 29, 1927, during the absence of the Registrar, WANNINAYAKE MUDIANSSELAGE MUDIANSSE, on leave. His office will be at Monnankulama.

The Provincial Registrar, Kurunegala, has appointed EKANAYAKE MUDIANSSELAGE BANDA to act as Registrar of Births and Deaths of Pahawisideke korale division, and of Marriages (General) of Wannu hatpattu division, in the Kurunegala District of the North-Western Province, on December 1, 1927, during the absence of the Registrar, RANGI BANDARALAGE APPUHAMY UDUWERIYA, on leave. His office will be at Pahalagama.

The Provincial Registrar, Ratnapura, has appointed SOORIYA ARACHCHILLAYE DINGIRIMAHATMAYA to act as Registrar of Births and Deaths of Marapona division, and of Marriages (General) of Nawadun korale division, in the Ratnapura District of the Province of Sabaragamuwa, for fourteen days from December 1, 1927, during the absence of the Registrar, DELKANDURE DANAPALA MUDIYANSELAYA PUNCHIMAHATMAYA GUNASEKARA, on leave. His office will be at Wattevidanegewatta in Hakamuwa.

The Assistant Provincial Registrar, Kegalla, has appointed HERAT MUDIYANSELAGE BANDARA APPOO to act as Registrar of Births and Deaths of Kitulgala palata division, and of Marriages (General) of Three Korales and Lower

Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, on November 28, 1927, during the absence of the Registrar, MALAPATIRANNEHELAGE UWANERIS WIJESINHA, on leave. His office will be at Udahawatta in Polatagama.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 5, 1927. Registrar-General.

WITH reference to the Notification published in *Government Gazette* No. 7,506 of January 8, 1926, it is hereby notified that YAPAHANDARALAGE APPUHAMY, Registrar of Births and Deaths of Aralupitiya division, and of Marriages (Kandyan and General) of Bintenna division, in the Badulla District of the Province, of Uva, has, with effect from December 1, 1927, a station at Yalwelagama, where he holds office on the 15th and the 16th of every month.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 3, 1927. Registrar-General.

IT is hereby notified that the Registrar of Births and Deaths of Medapattu korale east division, and of Marriages (General and Kandyan) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, will, with effect from December 14, 1927, hold an additional office at Unapanduragawawatta in Wettewa on Wednesdays.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 3, 1927. Registrar-General.

GOVERNMENT NOTIFICATIONS.

F 1151/27

HIS Excellency the Governor has been pleased, with the approval of the Secretary of State for the Colonies, to direct that section 25 (i) of the Minutes on Pensions shall be amended by the insertion of the words "or in the capacity of Commissioner of Assize" after the word "capacity" in line 2 of that sub-section.

Colonial Secretary's Office,
Colombo, November 25, 1927.

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

G 1061/27

APPLICATIONS from Assistant Shroffs for appointment to the post of Treasury Officer, Vavuniya, in Class II. of the Shroffs' Scheme, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before December 17, 1927.

Colonial Secretary's Office,
Colombo, December 6, 1927.

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

"THE SMALL TOWNS SANITARY ORDINANCE, No. 18 OF 1892."

U 347/27

THE following by-laws made by the Sanitary Board of the Colombo District, under the provisions of section 9 E (2) (b) of Ordinance No. 18 of 1892, and confirmed by His Excellency the Governor, with the advice of the Executive Council, are published for general information.

Colonial Secretary's Office,
Colombo, December 8, 1927.

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

BY-LAWS REFERRED TO.

1. No pig shall be kept except in a sty or enclosure situated at a distance of not less than 50 feet from any dwelling house or place of human habitation.
2. No pigsty shall be kept so as to be a nuisance to any person residing in the town or making use of any public road.
3. Every pigsty shall be subject to inspection by the officers of the Sanitary Board and shall be maintained in a clean and sanitary condition.

"THE CRIMINAL PROCEDURE CODE (AMENDMENT) ORDINANCE, No. 31 OF 1919."

J 1826/27

HIS Excellency the Governor has been pleased, under section 326 A of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 31 of 1919, to appoint Mr. Terence Fernando, Proctor, Supreme Court, to be a Probation Officer for the judicial districts of Colombo and Panadure, with effect from December 5, 1927, until further orders.

Colonial Secretary's Office,
Colombo, December 7, 1927.

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

Code for Assisted English Schools.

E 304/27

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 2, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

AMENDMENT REFERRED TO.

In lieu of clause 35 substitute the following :—

In cases where new or additional buildings are being erected or where new or additional buildings or equipment have been provided in schools carried on by governing bodies of assured stability, the Director may make a grant towards their cost. The allocation of building grants will be made according to the merits of the school from a purely educational standpoint, and such grants will be subject to the following conditions :—

(a) Building grants shall be given only to schools which show evidence of assured stability such as incorporation or by incorporation under the Trusts Ordinance or by registration under the Societies Ordinance, 1891, or such other evidence as the Director may consider satisfactory ;

(b) The assistance given to a school by way of building grants shall not exceed fifty per cent. of the expenses incurred by the school authorities on the building or extension for which the grant is given.

The following limits are placed on the total building grants which schools may receive :—

	Rs.
(a) Secondary schools with boarding accommodation ..	50,000
(b) Secondary schools without boarding accommodation ..	35,000
(c) Higher grade or elementary schools with boarding accommodation ..	15,000
(d) Higher grade or elementary schools without boarding accommodation ..	10,000

"THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

B 161/27

IT is hereby notified that His Excellency the Governor in exercise of the powers vested in him by regulation 1 (a) and (b) of the regulations published by Notification dated August 28, 1925, has been pleased to appoint the Chairman, Board of Immigration and Quarantine, to perform the duties of the proper authority in addition to the authorities named in the said regulations.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 2, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

"THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

B 161/27

REGULATION made by the Governor, with the advice of the Executive Council, under section 4 of "The Quarantine and Prevention of Diseases Ordinance, 1897."

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 2, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

REGULATION.

Regulation 89 of the regulations made under "The Quarantine and Prevention of Diseases Ordinance, 1897," dated August 26, 1925, and published in *Government Gazette* No. 7,481 dated August 28, 1925, and specified in the first column of the schedule hereto is amended in the manner set forth in the second column of the said schedule :—

Amendments.

- Regulations 89 (c) (2) and 89 (d) (2) .. By adding at the end of each regulation the words "or so far as concerns the application of these regulations to the Chalmers Granaries and the Manning Markets, the Chairman, Board of Immigration and Quarantine."
- Regulations 89 (c) (5) and 89 (d) (5) .. By adding to each of the regulations after the words "local Government body" the words "or the Board of Immigration and Quarantine."

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

U 28/27

BY-LAWS made by the Matale Urban District Council, under sections 164 and 168 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, December 2, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

By-laws referred to.

GENERAL BY-LAWS RELATING TO LICENCES.

Interpretation of Terms.

1. In these by-laws the following expressions shall have the meanings respectively assigned to them unless there be something repugnant in the subject or context:—

"The Council" means the Urban District Council of Matale.

"Chairman" means the Chairman of the Urban District Council of Matale.

"Licensee" means the person holding a licence issued by the Chairman authorizing the use of any premises or place for any special purpose mentioned in the licence in pursuance of the Local Government Ordinance or any by-law made thereunder.

"Licensed premises" means the whole of the premises or place in respect of which a licence has been issued by the Chairman.

"Licensed trade" means a trade for which a licence is necessary under the provisions of the Local Government Ordinance or any by-law made thereunder.

"Offensive or dangerous trade" means any one of the following trades:—

Manufacturing of manure, tanning, curing arecanuts, boiling blood or offal, making or extracting fat, making soap, dyeing fibre, manufacturing or storing fibre, keeping a kraal for soaking coconut husks, storing Maldivé fish in quantity over 5 cwt., storing lime, hides, bones, artificial manure, materials for the manufacture of artificial manure in quantity over 1 gunny bag, manufacturing or storing copra, manufacturing coconut or gingelly oil by mills or chekkus, manufacturing desiccated coconuts, manufacturing of bricks or tiles, burning lime, keeping a saw pit, curing or storing plumbago.

2. No person shall within the limits of the Council keep any bakery, eating-house, tea and coffee boutique, restaurant, hotel, butcher's stall, fish stall, gala, dairy, laundry, common lodging house, aerated water factory, ice factory, or public bathing place, or carry on in any place any dangerous or offensive trade without an annual licence from the Chairman, which licence the Chairman shall issue to all persons complying with the conditions provided for the issue of such licence. Every such licence shall remain in force until December 31 of the year in respect of which such licence is issued, unless such licence shall have been previously cancelled as provided in by-law No. 9 or 11.

3. No licence shall be transferable.

4. All notices in connection with the licensed premises or the licensed trade shall be deemed to be served upon the licensee when left with any person employed in the licensed premises or when affixed to such premises.

5. The licensee shall comply with the lawful requirements of any notice served on him by the Chairman within the time stated in such notice, or if no such time is stated in the notice then within seven days from the service of such notice.

6. Every licence shall be subject to such fee as the Council shall, subject to the approval of the Local Government Board and with the sanction of the Governor in Executive Council, impose.

7. It shall be lawful for the Chairman or any officer of the Council generally or specially authorized in writing thereto by the Chairman at all reasonable times to enter upon and inspect any licensed premises and to inspect any furniture, equipment, vehicle, or utensil, which is or appears to be used for the purpose of a licensed trade.

8. Every licensee shall during the period of licence keep his premises, furniture, and equipment in conformity with the conditions on which the licence was issued.

9. Any person committing a breach of any regulation for any licensed premises or carrying on without a licence any of the trades referred to in by-law No. 2 above, shall be guilty of an offence and shall on conviction be liable to a fine not exceeding Rs. 50 (Rupees Fifty), and in the case of a continuing offence to an additional fine not exceeding Rs. 25 (Rupees Twenty-five) for every day during which the offence was committed after conviction or after written notice from the Chairman of such contravention.

10. On a second or subsequent conviction of a licensee by court for breach of any regulation relating to his licensed premises such licence shall be liable to cancellation by such court.

11. If at any time during the period for which a licence has been issued the licensed premises cease to conform to the conditions laid down for its issue, the Chairman may notice the licensee to do all things necessary to make the premises conform to such conditions, and if the licensee fails to comply with the requirements of the notice the Chairman may suspend or cancel the licence.

BAKERIES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a bakery unless the premises to be licensed comply with the following conditions :—

1. (a) That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
 - (b) That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or cabook, with the inside thereof limeplastered and limewashed.
 - (c) That all the eaves are at least 6 feet from the ground.
 - (d) That the roof is made of some permanent material.
 - (e) That all the woodwork is oil painted or limewashed.
 - (f) That the floor is cemented throughout.
 - (g) That the premises are provided with adequate drainage.
2. (a) That the room in which kneading takes place has a superficial floor space of not less than 12 feet by 15 feet, and that the lower 4 feet of the internal surface of the walls is covered with glazed tiles or is plastered with cement.
 - (b) That there is a free external air space not less than 7 feet wide on at least two of the sides of the kneading room which contain doors or windows.
 - (c) That the door of the oven does not open directly into the kneading room.
 - (d) That every kneading room is provided with a ceiling which is either plastered and limewashed or made of closely fitting boards which are either limewashed or oil painted.
3. (a) That the troughs, tables, and all the utensils used in the making of bread are capable of being moved about for the purpose of cleaning the floor and the walls.
 - (b) That the tops of the tables used in the making of bread are made of well seasoned closely fitting planks or of some non-harmful impervious material.
4. (a) That the bakery is provided with a sanitary dust bin, at least two spittoons, and with sufficient latrine accommodation.
 - (b) That the bakery is at least 50 feet distant from any latrine, cesspit, manure heap, or open sewer.
 - (c) That there is no cesspit, latrine, or ashpit within or directly communicating with the bakery.

II.—Regulations for Licensed Bakeries.

1. Every licensee of a bakery shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Bakery" legibly painted thereon in the English and vernacular languages.
2. Every licensee of a bakery shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in the licensed premises, and shall also cause a list of the names and addresses of all employees (including the vendors of bread) to be kept in the bakery so as to be available for inspection at all reasonable times by the Chairman or any person authorized by him.
3. Every licensee of a bakery shall cause the walls of every room forming part of the bakery to be limewashed twice a year in the months of June and December; the ceiling to be limewashed four times a year in the months of March, June, September, and December; the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least twice a year in the months of June and December, and at any other time if so ordered by the Chairman in writing.
4. Every licensee of a bakery shall cause the floor and the tiled or cemented portions of the walls and the tops of the tables to be washed every day at such hour as shall be specified in the licence. He shall cause every part of the bakery, its surroundings, drains, furniture, utensils, and equipment used in the making of bread to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises. He shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle, which shall be removed from the bakery and cleared once a day. The receptacle shall always be kept covered except when refuse is being actually placed therein.
5. Every licensee of a bakery shall use for the manufacture of bread, good and wholesome flour, water, and other materials. He shall store the flour on a movable platform constructed in the manner herein specified :—

The platform shall be of any convenient length and breadth, consisting of a single layer of stout planks supported on legs 3 feet high. The legs of the platform should not be permanently fixed in the floor. The edges of the planked top should stand out 9 inches away from the frame underneath, so as to prevent rats crawling up the legs and round the edge of the planked top. The platform shall be so constructed that there are no shelves or recesses under the planked top to provide harbour for rats. The platform should be a movable one, so that it may be lifted away from position and the floor underneath cleaned. It should be placed at least 9 inches away from the wall. He shall keep the space beneath and around the platform free from all obstructions.

6. Every licensee of a bakery shall provide a sanitary dust bin and at least two spittoons to be kept on the licensed premises. He shall keep the spittoons so as to be easily accessible to those engaged in the manufacture of bread, but shall not keep them in the kneading room.

7. Every licensee of a bakery shall keep the bakery free from rats and shall cause all rat holes to be filled up with broken glass and shall plaster them with cement as soon as found.

8. No person shall on any pretext whatsoever keep any animal or bird in a bakery.

9. No person shall spit within the bakery, except into a spittoon provided for the purpose.

10. (a) No person suffering from, or who has recently suffered from, any infectious, contagious, or loathsome disease, or has been recently in attendance on any person suffering from such disease, shall enter the licensed premises or take part in the manufacture or sale of any bread therein, or engage in the transport of any bread therefrom.

(b) No licensee of a bakery shall connive at or permit the contravention by any person of the provisions of the above regulation 10 (a).

11. No licensee of a bakery shall store or keep or allow to be stored or kept in the room where bread is prepared or stored, or in which the materials for making bread are stored, any furniture, clothes, sleeping mats, or any articles, other than those used in the manufacture of bread.

12. No licensee of a bakery shall use, or allow to be used, as a sleeping place any place on the same floor as the bakery or forming part of the same building, unless such place is effectually separated from the places where bread is prepared or stored or in which the materials thereof are stored by a partition extending from the floor to the ceiling, and unless such sleeping place is provided with an external window, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

13. All persons employed in the preparation and making of bread shall wash their hands before engaging in the process of making bread, and shall wear clean white aprons covering the chest and body, and a clean white cap or turban.

14. Every licensee of a bakery shall provide clean water, clean towels, nail brush, and soap, and keep them so as to be easily accessible to those engaged in the manufacture of bread.

15. Every licensee of a bakery shall provide the licensed premises with an ample supply of potable water.

16. No licensee of a bakery shall expose, or cause to be exposed, for sale in the licensed premises any bread unless such bread is kept in clean properly constructed glass cases free from flies, dust, and vermin.

17. Every licensee of a bakery shall cause all bread, except fancy bread, rolls, biscuits, or confectionery, to be stamped with figures denoting one or other of the following weights, viz. :—

$\frac{1}{2}$ lb., $\frac{3}{4}$ lb., 1 lb., 2 lb., or 4 lb.

He shall not sell or expose for sale any bread, except fancy bread, rolls, biscuits, or confectionery, which shall not have one of the aforesaid weights stamped on it or which shall be found to weigh less than the weight stamped thereon.

18. Every licensee of a bakery shall cause to be fixed in a conspicuous place in the licensed premises a beam and scales with standard weights, and if required by any purchaser shall weigh any bread sold or exposed for sale in the said premises.

19. No licensee of a bakery shall allow any person to transport bread from his bakery for sale, unless such person is in possession of a card of registration signed by the Chairman and by the licensee of the bakery.

20. The Chairman shall, on application made to him by the licensee of a bakery, issue cards of registration for use by every person employed by such licensee in transporting bread for sale.

21. No licensee of a bakery shall allow any bread to be transported from his licensed premises for sale, except in a closed vehicle or a closed basket, tin, or other suitable receptacle. The licensee shall examine such vehicle, basket, tin, or other receptacle, and shall satisfy himself that it is clean and wholesome before he allows such transport.

EATING-HOUSES AND TEA AND COFFEE BOUTIQUES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep an eating-house or a tea and coffee boutique, unless the premises to be licensed comply with the following conditions :—

1. That the premises are in good repair and are well ventilated and well lighted, and that every room has a minimum superficial area of 120 square feet, and is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

2. That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or cabook, with the inside thereof limeplastered and limewashed.

3. That all the eaves are at least 6 feet from the ground.

4. That the roof is made of some permanent material.

5. That all the woodwork is oil painted or limewashed.

6. That the floor is cemented throughout.

7. That the premises are provided with adequate drainage, with a sanitary dust bin and with sufficient latrine accommodation.

II.—*Regulations for Licensed Eating-houses and Tea and Coffee Boutiques.*

1. Every licensee of an eating-house or of a tea and coffee boutique shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Eating-house" or "Licensed Tea and Coffee Boutique" legibly painted thereon in the English and vernacular languages.
2. Every licensee of an eating-house or of a tea and coffee boutique shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in such premises. He shall also cause a list of the names and addresses of all employees to be kept at all times on the premises so as to be available for inspection.
3. Every licensee of an eating-house or of a tea and coffee boutique shall cause the walls of every room forming part of the licensed premises to be limewashed twice every year in the months of June and December; the ceiling to be limewashed four times a year in the months of March, June, September, and December; the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least twice a year in the months of June and December, and at such other times as may be ordered by the Chairman in writing.
4. Every licensee of an eating-house or of a tea and coffee boutique shall cause every part of such premises, the surroundings, drains, furniture, utensils, and equipment used in the preparation, sale, or consumption of food or drink to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises.
5. Every licensee of an eating-house or of a tea and coffee boutique shall cause all utensils used in the preparation, sale, and consumption of food or drink to be washed with soap and water at least once in 24 hours.
6. Every licensee of an eating-house or of a tea and coffee boutique shall cause every utensil or receptacle used by a customer to be washed immediately after such use and before being used by any other customer.
7. Every licensee of an eating-house or of a tea and coffee boutique shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle and to be removed from the premises daily. He shall keep such receptacle covered at all times except when refuse is being placed in it, and shall cause all waste tea, coffee, milk, or remnants of food or cooking waste to be collected in such receptacle and not to be thrown on the ground.
8. No licensee of an eating-house or of a tea and coffee boutique shall use any counter or other place from which tea, coffee, or milk is served, unless the said counter or other place is covered with zinc or other impervious material.
9. Every licensee of an eating-house or of a tea and coffee boutique shall cause a sanitary dust bin, and at least two spittoons to be kept always at the licensed premises so as to be readily available to the visitors to the premises as well as to the employees.
10. Every licensee of an eating-house or of a tea and coffee boutique shall keep the premises free from rats, and shall fill all rat holes with broken glass, and plaster such holes with cement as soon as he discovers them.
11. Every licensee of an eating-house or of a tea and coffee boutique shall provide the licensed premises with an ample supply of potable water.
12. No licensee of an eating-house or of a tea and coffee boutique shall keep or store or expose for sale any food unless such food is kept in a receptacle so constructed as to prevent its contamination by flies, dust, and vermin. He shall keep such receptacles always clean.
13. No licensee of an eating-house or of a tea and coffee boutique shall sell or offer or expose for sale any milk to which water or any other foreign liquid or substance has been added so as to render such milk unwholesome.
14. No person shall spit within such premises except into a spittoon provided for the purpose.
15. No person suffering from any infectious, contagious, or loathsome disease, or who has been recently in attendance on any person suffering from such disease shall enter such premises or take part in the preparation or sale of food or drink.
16. No licensee of an eating-house or of a tea and coffee boutique shall connive at or permit the contravention by any person of the above regulations numbered 14 and 15.
17. No licensee of an eating-house or of a tea and coffee boutique shall allow any person to transport for sale cooked food from the licensed premises unless such person is in possession of a card of registration signed by the Chairman and by the licensee of an eating-house or of a tea and coffee boutique, and unless such food is carried in a closed basket, tin, or other suitable receptacle.
18. Every licensee of an eating-house or of a tea and coffee boutique shall see that every vehicle, basket, tin, or other receptacle used for carrying food is clean at the time any food is placed in it.
19. The Chairman shall, on application made to him by the licensee of an eating-house or of a tea and coffee boutique, issue cards of registration for use by every person employed by such licensee in carrying food for sale.

BUTCHERS' STALLS.

I.—*Conditions of Issue of Licence.*

No person shall be entitled to a licence to keep a butcher's stall unless the premises to be licensed comply with the following conditions:—

1. That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

2. That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or cabook, with the inside thereof limeplastered and limewashed, and the lower 4 feet of the internal surface is covered with glazed tiles or is plastered in cement.
3. That all the eaves are at least 6 feet from the ground.
4. That the roof is made of some permanent material.
5. That all the woodwork is oil painted or limewashed.
6. That the floor is cemented throughout.
7. That the premises are provided with adequate drainage.
8. That the tables and all the furniture shall be capable of being moved about for the purpose of cleaning the floor and the walls.
9. That every table on which meat is kept shall be covered with zinc or other impermeable material.
10. That the premises are provided with a sanitary dust bin and at least one spittoon, and with sufficient latrine accommodation.
11. That the premises are at least 50 feet distant from any latrine, cesspit, manure heap, or open sewer.
12. That there is no cesspit, latrine, or ashpit within, or directly communicating with the premises.

II.—Regulations for Licensed Butchers' Stalls.

1. Every licensee of a butcher's stall shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Butcher's Stall" legibly painted thereon in the English and vernacular languages.
2. Every licensee of a butcher's stall shall cause a copy of these regulations in English, Sinhalese, and Tamil to be framed and hung in a prominent place in the licensed premises. He shall also keep on the premises a list of the names and addresses of all employees including vendors of meat so as to be at all times available for inspection.
3. Every licensee of a butcher's stall shall cause the walls of every room forming part of the stall, except such parts as are covered with glazed tiles, or are plastered in cement to be limewashed, and all the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least four times a year in the months of March, June, September, and December, and at such other times as may be ordered by the Chairman in writing.
4. Every licensee of a butcher's stall shall cause the floor, the tiled or cemented portions of the walls, the tops of the tables, and the chopping blocks to be scrubbed and washed once every day at such hour as is specified in the licence. He shall cause all hooks for hanging meat to be kept polished and free from rust.
5. Every licensee of a butcher's stall shall keep every part of the butcher's stall, its surroundings, drains, furniture, utensils, and equipment used in connection with the storing, preparation, or sale of meat in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance.
6. Every licensee of a butcher's stall shall cause a sanitary dust bin, and at least one spittoon to be kept on the licensed premises, so that those employed on the premises may have easy access to them.
7. Every licensee of a butcher's stall shall cause all trade and domestic refuse to be immediately placed in a covered receptacle made of zinc or galvanized iron and to be removed daily from the licensed premises. He shall cause the said receptacle to be kept always covered except at the times when refuse is being actually placed in it.
8. Every licensee of a butcher's stall shall keep the licensed premises free from rats, and shall cause all rat holes to be filled up with broken glass, and shall plaster them with cement as soon as found.
9. No person shall keep any animal or bird in the licensed premises on any pretext whatsoever.
10. No person shall spit within a butcher's stall except into a spittoon provided for the purpose.
11. No person suffering or who has recently suffered from any infectious, contagious, or loathsome disease, or who has recently been in attendance on any person suffering from such a disease, shall enter a butcher's stall or take part in the storing, preparation, or sale of meat therein, or in the transport of any meat thereto or therefrom.
12. No licensee of a butcher's stall shall connive at or permit the contravention by any person of the above regulations numbered 10 and 11.
13. No person shall keep in the licensed premises any furniture, clothes, sleeping mats, or other articles except those used for the purpose of the storing, preparation, or sale of meat.
14. No licensee of a butcher's stall shall allow any place on the same level with the butcher's stall and forming part of the same building to be used as a sleeping place, unless it is effectually separated from the butcher's stall by a partition extending from the floor to the ceiling, and unless such sleeping place is provided with an external window, the area of which when open shall be not less than one-fifteenth of the superficial floor space.
15. Every licensee of a butcher's stall shall keep on the licensed premises an ample supply of potable water.
16. No licensee of a butcher's stall shall sell, or expose for sale on the licensed premises any meat except the meat of animals slaughtered either in a public slaughter-house within the limits of the Council area duly declared and proclaimed under section 22 of Ordinance No. 9 of 1893, or in a place appointed for the purpose by the Chairman under section 23 of the said Ordinance, or under a special licence issued under section 14 of the said Ordinance.
17. Every licensee of a butcher's stall shall keep the licensed premises open daily for the sale of meat during the hours 7 A.M. to 10 A.M. and 3 P.M. to 7 P.M.

18. No licensee of a butcher's stall shall allow any person to transport meat for sale from his licensed premises unless such person is in possession of a card of registration signed by the Chairman and by the licensee of the butcher's stall.

19. No licensee of a butcher's stall shall permit any person to transport for sale from his licensed premises any meat except in a closed vehicle or a closed basket, tin, or other suitable receptacle. He shall see that every such vehicle, basket, tin, or other receptacle is at all times kept clean and wholesome.

20. The Chairman shall, on application made to him by the licensee of a butcher's stall, issue cards of registration for the use of every person employed by such licensee in transporting meat for sale.

FISH STALLS.

I.—*Conditions of Issue of Licence.*

No person shall be entitled to a licence to keep a fish stall unless the premises to be licensed comply with the following conditions:—

1. That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

2. That the walls of every room in every part are not less than 7 feet in height and are limeplastered and limewashed, except such parts as are covered with glazed tiles or are plastered in cement.

3. That all the eaves are at least 6 feet from the ground.

4. That all the woodwork is oil painted or limewashed.

5. That the floor is of smooth cement having a proper fall leading to a masonry drain built in cement and cement rendered and emptying into a bucket.

6. That every table on which fish is kept is covered with zinc or other impermeable material.

7. That the premises are provided with a sanitary dust bin and with sufficient latrine accommodation.

8. That the premises are at least 50 feet distant from any latrine, cesspit, manure heap, or open sewer.

9. That there is no cesspit, latrine, or ashpit within or directly communicating with the premises.

II.—*Regulations for Licensed Fish Stalls.*

1. Every licensee of a fish stall shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Fish Stall" legibly painted thereon in the English and vernacular languages.

2. Every licensee of a fish stall shall cause a copy of these regulations relating to fish stalls in English, Sinhalese, and Tamil to be framed and hung in a prominent place in the licensed premises. He shall also keep on the premises a list of the names and addresses of all employees including vendors of fish so as to be at all times available for inspection.

3. Every licensee of a fish stall shall cause the walls of every room forming part of the fish stall, except such parts as are covered with glazed tiles or are plastered in cement, to be limewashed, and all the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least four times a year in the months of March, June, September, and December, and at such other times as may be ordered by the Chairman in writing.

4. Every licensee of a fish stall shall cause the floor, the tiled or cemented portions of the walls, the tops of the tables, and the chopping blocks to be scrubbed and washed once every day at such hour as is specified in the licence. He shall cause all hooks for hanging fish to be kept polished and free from rust.

5. Every licensee of a fish stall shall keep every part of the fish stall, its surroundings, drains, furniture, utensils, and equipment used in connection with the storing, preparation, or sale of fish in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance.

6. Every licensee of a fish stall shall cause a sanitary dust bin and at least one spittoon to be kept on the licensed premises, so that those employed on the premises may have easy access to them.

7. Every licensee of a fish stall shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle and to be removed daily from the licensed premises. He shall cause the said receptacle to be kept always covered except when refuse is being actually placed therein.

8. Every licensee of a fish stall shall keep the licensed premises free from rats and shall fill up all rat holes with broken glass, and plaster them with cement as soon as he discovers them.

9. No person shall keep any animal or bird in the licensed premises on any pretext whatsoever.

10. No person shall spit within a fish stall except into a spittoon provided for the purpose.

11. No person suffering or who has recently suffered from any infectious, contagious, or loathsome disease, or who has recently been in attendance on any person suffering from such a disease, shall enter a fish stall or take part in the storing, preparation, or sale of fish therein, or in the transport of any fish thereto or therefrom.

12. No licensee of a fish stall shall connive at or permit the contravention by any person of the above regulations numbered 9, 10, and 11.

13. No person shall keep in the licensed premises any furniture, clothes, sleeping mats, or other articles, except those used for the purpose of the storing, preparation, or sale of fish.

14. No licensee of a fish stall shall allow any place on the same level with the fish stall and forming part of the same building to be used as a sleeping place unless it is effectually separated from the fish stall by a partition extending from the

floor to the ceiling, and unless such sleeping place is provided with an external window, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

15. Every licensee of a fish stall shall keep on the licensed premises an ample supply of potable water.

16. Every licensee of a fish stall shall keep the licensed premises open daily for the sale of fish.

17. No licensee of a fish stall shall allow any person to transport fish for sale from his licensed premises unless he is in possession of a card of registration signed by the Chairman and by the licensee of the fish stall.

18. No licensee of a fish stall shall permit any person to transport for sale from his licensed premises any fish except in a closed vehicle or a closed basket, tin, or other suitable receptacle. He shall see that every such vehicle, basket, tin, or other receptacle is at all times kept clean and wholesome.

19. The Chairman shall, on application made to him by the licensee of a fish stall, issue cards of registration for the use of every person employed by such licensee in transporting fish for sale.

LODGING HOUSES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a lodging house unless he shall deposit with the Chairman a certificate of good character signed by three or more respectable householders resident within the area of the Council, or by a Police Magistrate, or Justice of the Peace, and unless the premises to be licensed comply with the following conditions:—

1. That the premises are substantially built and in good repair and that every room is well ventilated and well lighted and provided with windows capable of being opened, the area of which when open is not less than one-fifteenth of the superficial floor space, and that every room has a minimum superficial area of 120 square feet.

2. That the walls of every room in every part are not less than 10 feet in height and are limewashed.

3. That all the eaves are at least 6 feet from the ground.

4. That the roof is made of some permanent material.

5. That all woodwork is oil painted or limewashed.

6. That the floor is cemented throughout.

7. That the premises are provided with adequate drainage.

8. That the premises are provided with sanitary dust bins of sufficient number and size to contain the refuse from the house, and sufficient bathing and latrine accommodation, such latrine accommodation being not less than one separate latrine for every ten persons for whose accommodation the premises are to be licensed.

9. That the premises are provided with a good water supply and that the supply of drinking water and the bathing accommodation are so arranged as to preclude the pollution of the drinking water by persons bathing.

10. That the premises have a separate room set apart as a kitchen which has an efficient outlet for smoke.

II.—Regulations for Licensed Lodging Houses.

1. Every licensee of a lodging house shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Lodging House" legibly painted thereon in the English and vernacular languages.

2. Every licensee of a lodging house shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung up in a prominent place in the licensed premises. He shall also cause a list of the names and addresses of all employees to be kept at all times at the premises so as to be available for inspection.

3. No licensee of a lodging house shall permit any person to sleep in any room, except in such rooms as are specifically set apart as sleeping rooms in a plan of the lodging house which shall be attached to the licence and signed by the Chairman.

4. No licensee of a lodging house shall permit more persons than the number specified by the Chairman on the plan as being allowed to sleep in any room to sleep in such room. The number of persons specified for any room shall not be more than one person for each 36 square feet of the superficial area of the room, provided that two children under 10 years of age shall be considered to be equivalent to one person.

5. Every licensee of a lodging house shall keep affixed in each room a board showing the dimensions of such room, and the maximum number of persons permitted to sleep therein.

6. No licensee of a lodging house shall permit males and females above 10 years of age to occupy the same sleeping room, except in the case of husband and wife, and parents and children.

7. No licensee of a lodging house shall allow his premises to be occupied for immoral purposes. He shall maintain and enforce good order and decorum therein.

8. Every licensee of a lodging house shall keep a register of the name, occupation, and native place, and last temporary or permanent residence of each person occupying his premises.

9. Every licensee of a lodging house shall cause the windows of each of the sleeping rooms to be kept open to their full width for at least four hours each day, unless prevented by inclement weather.

10. Every licensee of a lodging house shall cause the internal walls and ceiling of every room to be limewashed and the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap four times every year in the months of March, June, September, and December, and at other times when ordered by the Chairman in writing.

11. Every licensee of a lodging house shall cause every part of the lodging house, its surroundings, drains, furniture, utensils, and equipment to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises.

12. Every licensee of a lodging house shall cause every room, passage, stair, verandah, drain, and the land belonging to the premises to be thoroughly swept at least once a day before noon.

13. Every licensee of a lodging house shall cause all cooked food to be kept in such manner as to be inaccessible to flies or other insects.

14. Every licensee of a lodging house shall cause all filth, house refuse, or other offensive matter to be immediately placed in a covered receptacle made of zinc or galvanized iron, and to be removed from the premises daily. The receptacle shall always be kept covered except when refuse is being actually placed in it.

15. No licensee of a lodging house shall admit to his premises any person suffering from any infectious, contagious, or loathsome disease.

16. (a) If any person in a lodging house becomes ill from any infectious, contagious, or loathsome disease, the licensee of such lodging house shall forthwith give notice of the fact to the Sanitary Inspector in whose division the lodging house is situated or to the Chairman; and the licensee of such lodging house shall cause the house to be vacated if so required by the Chairman, and shall allow the bedding, clothing, and other articles used by the infected person to be disinfected or if necessary to be destroyed, and the house to be fumigated, disinfected, and lime-washed at the public expense in such manner as the Chairman may direct.

(b) The licensee of such lodging house shall not receive any customer until the premises shall have been inspected and certified by the Chairman as free from infection.

17. No licensee of a lodging house shall allow cattle, goats, or fowls to be kept within the building.

18. Every licensee of a lodging house shall cause all mats, bed clothes, and bedding, and every bedstead used in such house to be thoroughly cleaned from time to time—as often as shall be requisite for the purpose of keeping such mats, bed clothes, bedding, and bedstead in a clean and wholesome condition.

19. Every licensee of a lodging house shall cause the seat, floor, and walls of every water closet, earth closet, or privy belonging to such house to be thoroughly cleaned from time to time—as often as may be necessary for the purpose of keeping such seat, floor, and walls in a clean and wholesome condition.

CATTLE SHEEDS, GALAS, AND HALTING PLACES OF CATTLE.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence for a gala unless the premises to be licensed comply with the following conditions:—

1. That the premises are properly levelled and drained and the ground is either paved or properly consolidated with broken metal, so that it keeps a hard and level surface.

2. That every building or shed intended for the accommodation of cattle in a gala is built of brick, stone, or cabook, and the walls and pillars are limewashed and plastered with cement to a height of 4 feet from the ground. That the roof is of permanent material. The floor is paved with brick or stone rendered in cement, cement concrete, or asphalt. That drains similarly constructed are provided so as to convey the urine, washings, and rain water into one or more covered receptacles.

3. That the premises are provided with an ample supply of water, both for drinking and for washing the premises.

4. That the premises have sufficient latrine accommodation.

II.—Regulations for Licensed Galas.

1. Every licensee of a gala shall keep affixed in a conspicuous position on the outside of his gala a board with the words "Licensed Gala" and the name of the licensee legibly painted thereon in the English and vernacular languages.

2. Every licensee of a gala shall keep a copy of these regulations in English, Sinhalese, and Tamil, framed and hung in a prominent place in the licensed premises.

3. Every licensee of a gala shall cause the walls and pillars of the gala to be limewashed or tarred four times a year in the months of March, June, September, and December.

4. Every licensee of a gala shall cause the gala and all the buildings therein to be kept in good repair, and in a clean and sanitary condition and to be thoroughly washed and swept daily.

5. He shall cause all dung and other refuse to be collected at frequent intervals daily so as to keep the premises in a clean and wholesome condition, and the dung and other refuse so collected shall be kept in one or more receptacles, which shall be constructed of some impermeable material so as to be watertight and provided with a fly-proof cover.

6. Every licensee of a gala shall cause all dung, refuse, urine, and washings to be removed from the gala, at least once a day and disposed of, so that no nuisance is caused thereby.

RESTAURANTS.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a restaurant unless the premises to be licensed comply with the following conditions:—

1. That the premises are in good repair and well ventilated and well lighted, and that every room has a minimum superficial area of 120 square feet and is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

2. That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or cabook, with the inside thereof limeplastered and limewashed.
3. That all the eaves are at least 6 feet from the ground.
4. That the roof is made of some permanent material.
5. That all the woodwork is oil painted or limewashed.
6. That the ground floor is cemented throughout.
7. That the premises are provided with adequate drainage, with a sanitary dust bin, and with sufficient latrine accommodation.

II.—Regulations for Licensed Restaurants.

1. Every licensee of a restaurant shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in the licensed premises. He shall keep on the premises a list of the names and addresses of all employees so as to be at all times available for inspection.
2. Every licensee of a restaurant shall cause the walls of every room forming part of such premises to be limewashed twice a year in the months of June and December. He shall cause the ceiling to be limewashed four times a year in the months of March, June, September, and December; the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least twice a year in June and December, and at such other times as may be ordered by the Chairman in writing.
3. Every licensee of a restaurant shall cause every part of the premises, the surroundings, drains, furniture, utensils, and equipment used in the preparation, sale, or consumption of food or drink, to be kept in good repair, clean, and wholesome, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises.
4. Every licensee of a restaurant shall cause the counter or other place from which tea, coffee, or milk is served to be covered with zinc or other impervious material.
5. Every licensee of a restaurant shall cause all utensils used in the preparation, sale, or consumption of food or drink to be washed with soap and water at such frequent intervals as may be necessary to keep them in a clean and sanitary condition, being in any case not less than once in twenty-four hours.
6. Every licensee of a restaurant shall cause every utensil or receptacle after use by a customer to be washed before being used by any other customer.
7. Every licensee of a restaurant shall cause a sanitary dust bin and at least two spittoons always to be kept at such premises. He shall keep the spittoons so as to be readily accessible to those employed in or consuming food or drink on the premises.
8. Every licensee of a restaurant shall cause all trade and domestic refuse to be immediately placed in an impervious covered receptacle and removed from the premises daily. He shall not permit any waste tea, coffee, or milk, or remnants of food, or cooking waste to be thrown on the ground, but shall cause the same to be collected in a proper receptacle made of zinc or galvanized iron and to be removed daily. He shall keep such receptacle always covered except when refuse is being actually placed in it.
9. Every licensee of a restaurant shall cause the premises to be kept free from rats. He shall cause all rat holes to be filled up with broken glass and plastered with cement as soon as found.
10. No licensee of a restaurant shall allow any person to spit within such premises except into a spittoon provided for the purpose. He shall not allow any person suffering or who has recently suffered from any infectious, contagious, or loathsome disease, or has been recently in attendance on any person suffering from such disease, to enter such premises or take part in the preparation or sale of food or drink.
11. Every licensee of a restaurant shall provide an ample supply of potable water.
12. Every licensee of a restaurant shall cause all food stored or exposed for sale to be kept in such receptacles as shall prevent its exposure to contamination by flies, dust, and vermin. He shall at all times keep such receptacles in a clean and wholesome condition.
13. Every licensee of a restaurant shall cause the sugar used in such premises to be kept in glass-stoppered wide-mouthed bottles.
14. No licensee of a restaurant shall sell or offer for sale or expose for sale or keep on any such premises adulterated milk. For the purpose of this rule adulterated milk shall mean milk to which water or any other foreign liquid or substance has been added so as to make such milk unwholesome.
15. No licensee of a restaurant shall allow any person to transport for sale cooked food from or to such premises unless he is in possession of a card of registration signed by the Chairman and by the licensee of a restaurant, and unless such food is carried in a closed vehicle, or a closed basket, tin, or other suitable receptacle. He shall see that every such vehicle, basket, tin, or other receptacle is always kept in a thoroughly clean and wholesome condition.
16. The Chairman shall on application issue to every licensee of a restaurant cards of registration to be used by every person employed by such licensee in transporting cooked food.

HOTELS.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep an hotel unless the premises to be licensed comply with the following conditions:—

1. That the premises are substantially built and in good repair and that every room is well ventilated and well lighted and provided with windows capable of being opened, the area of which when open is not less than one-fifteenth of the superficial floor space, and that every room has a minimum superficial area of 120 square feet.

2. That the walls of every room in every part are not less than 10 feet in height and are limewashed.
3. That all the eaves are at least 6 feet from the ground.
4. That the roof is made of some permanent material.
5. That all woodwork is oil painted or limewashed.
6. That the ground floor is cemented throughout.
7. That the premises are provided with adequate drainage.
8. That the premises are provided with sanitary dust bins of sufficient number and size to contain the refuse from the house, and with such bathing and latrine accommodation as is sufficient to meet all sanitary requirements, which latrine accommodation shall consist of at least one separate latrine for every ten persons for whose accommodation the premises are to be licensed.
9. That the premises are provided with a suitable form of water supply, and that the supply of drinking water and the bathing accommodation are so arranged as to preclude the pollution of the drinking water by persons bathing.
10. That the premises have a separate room set apart as a kitchen which has an efficient outlet for smoke.

II.—Regulations for Licensed Hotels.

1. Every licensee of an hotel shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in the hotel. He shall keep on the premises a list of the names and addresses of all his employees so as to be at all times available for inspection.
2. The Chairman shall cause a plan of the licensed premises to be attached to every licence for an hotel and shall show on such plan the sleeping rooms and the number of persons permitted to sleep in each such room not being more than one person to every 40 square feet of the floor area of such room, provided that two children under 10 years shall be considered to be equivalent to one person.
3. No licensee of an hotel shall permit any person to sleep in the hotel except in one of the rooms specifically set apart as sleeping rooms in a plan of the hotel attached to the licence.
4. No licensee of an hotel shall permit more persons to sleep in any room than the number specified in the plan.
5. Every licensee of an hotel shall keep a register of the name, occupation, native place, and last temporary or permanent residence of each person occupying his premises.
6. Every licensee of an hotel shall cause the windows of each of the sleeping rooms to be kept open to their full width for at least four hours each day, unless prevented by inclement weather.
7. Every licensee of an hotel shall cause the internal walls and ceiling of every room to be limewashed, and the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap four times a year in the months of March, June, September, and December, and at such other times as may be ordered by the Chairman in writing.
8. Every licensee of an hotel shall cause every part of the hotel, its surroundings, drains, furniture, utensils, and equipment to be kept in good repair, clean, and free from effluvia arising from any drain, latrine, cesspit, or other nuisance on the licensed premises.
9. Every licensee of an hotel shall cause every room, passage, stair, verandah, drain, and the land belonging to the premises to be thoroughly swept at least once a day before noon.
10. Every licensee of an hotel shall cause all filth, house refuse, or other offensive matter to be immediately placed in an impervious covered receptacle made of zinc or galvanized iron and to be removed from the premises daily. He shall keep such receptacle always covered except when such filth, house refuse, or other offensive matter is being actually placed in such receptacle.
11. Every licensee of an hotel shall cause all cooked food to be kept in such manner as to be inaccessible to flies and other insects.
12. No licensee of an hotel shall admit to his premises any person suffering from any infectious, contagious, or loathsome disease.
13. If any person in an hotel becomes ill from any infectious or contagious disease, the licensee of such hotel shall forthwith give notice of the fact to the Sanitary Inspector in whose division the hotel is situated or to the Chairman, and the licensee of such hotel shall cause the house to be vacated, if so required by the Chairman, and shall allow the bedding, clothing, and other articles used by the infected person to be disinfected, or if necessary to be destroyed, and the house to be fumigated, disinfected, and limewashed at the public expense in such manner as the Chairman may direct.
14. No licensee of an hotel where a case of an infectious or contagious disease has occurred shall receive any customer until the premises shall have been inspected and certified by the Chairman as free from infection.
15. No licensee of an hotel shall allow cattle, goats, or fowls to be kept within the building.
16. Every licensee of an hotel shall cause the premises to be kept free from rats. He shall cause all rat holes to be filled up with broken glass and plastered with cement as soon as found.

DAIRIES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a dairy unless the premises to be licensed comply with the following conditions :—

1. (a) That the premises are in good repair and well ventilated and well lighted.
- (b) That the walls and roof of the buildings of the dairy are made of some permanent material.

- (c) That the woodwork is oil painted or limewashed.
- (d) That the floor is cemented or paved with some hard and impermeable material.
- (e) That the premises are provided with adequate drainage.
- (f) That there is a sufficient supply of pure water protected from pollution at a convenient distance for the use of the dairy.

2. (a) That every building or shed intended for the accommodation of cattle is built of brick, stone, or cabook; and that the walls and pillars are limewashed and plastered with cement to a height of 4 feet from the ground; that the roof is of permanent material; that the floor is paved with brick or stone rendered in cement, cement concrete, or asphalt; that similarly constructed drains are provided so as to convey the urine washings and rain water into one or more covered receptacles.

(b) (i.) That the milkroom is in a suitable position and at a distance of not less than 25 feet from the cow sheds and other buildings.

(ii.) That the floor of the milkroom is cemented with rounded corners at its junction with the walls; that the walls of the milkroom are not less than 7 feet in height and are built of brick, stone, or cabook with the inside thereof lime-plastered and limewashed; that at least two opposite walls of the milkroom abut on the open air; that the roofs are ceiled with grooved boards to prevent the ingress of dust, and that they are oil painted; that all the eaves are at least 6 feet from the ground; that there is at least one window and one door, and that the area of the window space is not less than one-fifteenth of the superficial floor space, and that the window space is covered with fly-proof netting, that the door is opposite the window, is close-fitting and fitted with fly-proof netting.

3. (a) That the milkroom is provided with a table covered with marble, slate, zinc, or other approved impermeable substance.

(b) That it is provided with a sanitary dust bin.

(c) That it is at least 100 feet distant from any latrine, cesspit, manure heap, or open sewer.

(d) That there is no cesspit, latrine, or ashpit within or directly communicating with the milkroom.

4. That the number of cows for which each dairy is to be licensed is stated in the application for licence, and that such number is proportionate to the size of the cattle shed, allowing for each cow a floor space of 8 feet by 5 feet and a minimum air space of 400 cubic feet.

II.—Regulations for Licensed Dairies and for Sale of Milk.

1. Every licensee of a dairy shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Dairy" legibly painted thereon in the English and vernacular languages.

2. Every licensee of a dairy shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in the dairy. He shall also keep a list of the names and addresses of all employees (including the vendors of milk) at all times in the dairy so as to be available for inspection.

3. Every licensee of a dairy shall cause the walls of every room forming part of the dairy to be limewashed twice a year in the months of June and December. He shall cause the woodwork to be washed with hot water and soap at least twice a year in the months of June and December, and at such other times as may be ordered by the Chairman in writing.

4. Every licensee of a dairy shall cause the floors and the top of the milkroom table to be washed at least once every day.

5. Every licensee of a dairy shall cause all utensils, furniture, and other requisites used in or belonging to a dairy to be kept clean.

6. Every licensee of a dairy shall cause every part of the dairy, its surroundings, drains, furniture, utensils, and equipment used for the purposes of the trade to be kept in good repair and clean.

7. Every licensee of a dairy shall cause all vessels sent out containing milk to be thoroughly cleansed and to be properly covered with clean material, and shall take all proper precautions to prevent the milk from being contaminated during transit.

8. Every licensee of a dairy shall cause the vessels used for storing milk to be made of glass, porcelain, glazed earthenware, enamelled iron, galvanized iron, or tin, and shall not permit such vessels to be stored in the cattle shed.

9. Every licensee of a dairy shall cause all dung, refuse, urine, and washings to be removed from the dairy at least once a day and disposed of at a suitable distance from the dairy so that no nuisance is caused thereby.

10. No licensee of a dairy shall keep any animal or bird in a milkroom on any pretext whatsoever.

11. No licensee of a dairy shall allow the milk vessels, butter vessels, churns, separators, or other articles employed in the dairy to be used for any other purpose, and he shall cause them to be thoroughly cleaned at least once daily by washing them with boiling water.

12. (a) No person suffering from or who has recently suffered from any infectious, contagious, or skin disease, or has been recently in attendance on any person suffering from such disease shall enter a dairy or take part in the preparation, sale, or transport of milk.

(b) No licensee or person in charge or control of a dairy shall employ or allow to enter into the dairy premises any person suffering from or who has recently suffered from any infectious, contagious, or skin disease, or who has been recently in attendance on any person suffering from such disease.

13. Every licensee of a dairy shall use for the purpose of such dairy water—

(a) From the public water supply alone where such exists. He should in such a case cause pipes to be laid from the nearest main, and the water supply to be obtained therefrom by means of taps within the building.

(b) Where no public water supply exists from a suitable source capable of supplying a sufficient quantity of pure water.

14. Every licensee of a dairy obtaining water from any source other than a public water supply shall discontinue such source and obtain water from a public water supply so soon as such a supply is established.

15. No licensee of a dairy shall cause any cow to be milked for the purpose of obtaining milk for sale, unless at the time of milking the udder and teats of such cow are thoroughly clean, and unless the hands of the person milking are also thoroughly clean and free from all infection and contamination.

16. Every licensee of a dairy shall give immediate notice to the Chairman of any case or suspected case of infectious or contagious disease which may occur among the persons working or who have been recently working in the dairy.

17. (a) Every licensee of a dairy shall whenever any animal in his dairy is affected with any contagious or infectious disease forthwith give notice of the fact to the Chairman. He shall in order to prevent infection or contamination forthwith remove or cause to be removed from the proximity of other animals any animal in his dairy which is found or is suspected to be suffering from any infectious or contagious disease.

(b) On the outbreak of any infectious or contagious disease every licensee of a dairy shall carry out such instructions for the control of the outbreak as the Chairman or other proper authority may from time to time give.

(c) No licensee of a dairy shall sell or permit to be sold the milk of any animal suffering from tuberculosis, whether of the udder or otherwise, acute mastitis, foot-and-mouth disease, anthrax, actinomycosis of the udder, or shall add such milk or permit it to be added to any milk of other animals which is intended for sale or human consumption.

18. Every licensee of a dairy shall cause all cattle food, except grass and straw, to be stored in a suitable rat-proof receptacle.

19. (a) No licensee of a dairy shall allow milk intended for sale to be kept in any other place than the milkroom.

(b) No licensee of a dairy shall use the milkroom or permit it to be used for any other purpose than that of storing and preparing milk.

20. (a) No licensee of a dairy shall adulterate milk by the addition of water or any other foreign liquid or substance thereto, nor shall he sell, offer, expose, hawk for sale, or deliver milk so adulterated.

(b) No licensee of a dairy shall sell, offer, expose, hawk for sale, or deliver any milk from which the cream has been removed, unless such milk is contained in a vessel which is clearly, distinctly, and conspicuously labelled "Skimmed Milk" in English, and the equivalent term in Sinhalese and Tamil, and is sold as such.

21. No licensee of a dairy shall sell or supply milk obtained from cows other than those kept in a licensed dairy.

22. The Chairman shall issue annually to the owner of every licensed dairy in respect of each vendor of milk, cards of registration bearing the name and thumb impression of such vendor, and the name of the licensee and registered number of the dairy. No such card of registration shall be issued until a Medical Officer deputed by the Chairman has examined and found such vendor free from any infectious, contagious, or skin disease. Such card of registration shall not be transferable. Should a vendor fail to produce on demand by the Sanitary Inspector, or by any person specially or generally authorized by the Chairman, such card for inspection he shall be guilty of an offence.

23. The Chairman, the Medical Officer of Health, the Sanitary Inspector, or any other officer generally or specially authorized by the Chairman, shall on payment of the value thereof be at all times entitled to take a sample of milk for analysis from any licensed dairy or from any person selling, exposing, hawking, or delivering milk, and every licensee of a dairy or registered vendor or other person who refuses to sell such sample for analysis shall be guilty of an offence.

LAUNDRIES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence for a laundry unless the premises to be licensed comply with the following conditions:—

1. (a) That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

(b) That the walls of every room in every part are not less than 7 feet in height, with the inside thereof limeplastered and limewashed.

(c) That all the eaves are at least 6 feet from the ground.

2. That a separate room is provided for the storage of soiled linen, the floor of which is cemented throughout.

3. That the premises have a sufficient supply of water for all the purposes of the laundry.

4. That where a pipe-borne water supply is available and is used by the laundryman adequate drainage of the waste water is provided.

5. That the laundry is provided with sufficient latrine accommodation being not less than one latrine for every ten persons employed therein.

II.—Regulations for Licensed Laundries.

1. Every licensee of a laundry shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Laundry" legibly painted thereon in the English and vernacular languages.

2. Every licensee of a laundry shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in such laundry. He shall cause a list of the names and addresses of all employees to be at all times kept in the laundry so as to be available for inspection.

3. Every licensee of a laundry shall cause the inside of the soiled linen room to be limewashed four times a year in the months of March, June, September, and December.

4. Every licensee of a laundry shall cause every part of the laundry, its surroundings, drains, furniture, utensils, and equipment used for the purposes of the laundry to be kept clean and in good repair.

5. No licensee of a laundry shall allow any person suffering, or who to his knowledge has recently suffered from any infectious, contagious, or loathsome disease, or has been recently in attendance on any person suffering from such disease to enter the laundry or take part in the trade thereof or in the transport of any articles thereto or therefrom.

6. No licensee of a laundry shall take or receive or permit to be taken or received soiled clothes from a house where there is or has recently been a case of infectious or contagious disease, unless the clothes have been disinfected in the manner directed by the Chairman by notification or failing such directions in a suitable manner.

7. On the occurrence of any infectious or contagious disease in his premises the licensee of the laundry shall (1) forthwith cease his trade, (2) notify the Chairman of the occurrence of the disease, (3) retain all clothes in the laundry until the written permission of the Chairman is obtained for the return of the clothes, and (4) not resume his trade until the premises have been declared by the Chairman to be free of infection.

8. No licensee of a laundry shall keep washed linen in any room used as a sleeping room.

AERATED WATER FACTORIES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence for an aerated water factory unless the premises to be licensed comply with the following conditions:—

1. (a) That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

(b) That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or cabook, with the inside thereof limeplastered and limewashed.

(c) That all the eaves are at least 6 feet from the ground.

(d) That the roof is made of some permanent material.

(e) That all the woodwork is oil painted or limewashed.

(f) That the floor is cemented throughout.

(g) That the premises are provided with adequate drainage.

2. That there is at least one room reserved for the manufacture of aerated water.

3. That there is a separate fly-proof room for the storage of syrup, essences, and chemicals used in the manufacture of aerated water.

4. That a separate place is provided for the washing of bottles.

5. That the water used in the factory is obtained from a source adequately protected from contamination. That it is transported to the factory by means which shall insure that no pollution occurs in transit. That it is stored at the factory in properly constructed tanks or reservoirs.

6. That the water used in the manufacture of aerated water and in any process connected therewith and for washing bottles, accessories, and utensils is passed through a suitable filter approved by the Chairman and connected with the plant, and that the water be found on chemical and bacteriological examination to be pure and wholesome.

Provided that the Chairman shall have the power to exempt from the operation of this rule water derived from an approved public supply.

7. (a) That the aerated water factory is provided with a sanitary dust bin, at least two spittoons, and with such latrine accommodation as is sufficient being not less than one latrine for every ten persons employed therein.

(b) That the aerated water factory is at least 50 feet distant from any latrine, cesspit, cattle shed, manure heap, or open sewer.

(c) That there is no cesspit, latrine, cattle shed, or ashpit within or directly communicating with the aerated water factory.

II.—Regulations for Licensed Aerated Water Factories.

1. Every licensee of an aerated water factory shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Aerated Water Factory" legibly painted thereon in the English and vernacular languages.

2. Every licensee of an aerated water factory shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in every aerated water factory. He shall cause a list of the names and addresses of all employees (including the vendors of aerated water) to be at all times kept in the factory and to be available for inspection.

3. Every licensee of an aerated water factory shall cause the walls of every room forming part of the aerated water factory to be limewashed twice a year in June and December. He shall cause the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least once every June and December, and at other times when ordered by the Chairman in writing.

4. Every licensee of an aerated water factory shall cause the floor of the factory to be washed at least once every day.

5. Every licensee of an aerated water factory shall cause all bottles used in the factory to be thoroughly cleansed in the following manner:—

There shall be two separate tanks for the cleansing of bottles, one being used for the removal of labels and for the preliminary cleansing, and the other for the final cleansing. Where a pipe-borne water supply is available, the final cleansing shall be in running water.

6. Every licensee of an aerated water factory shall cause every part of the factory, its surroundings, drains, furniture, and utensils, and the equipment used in the making of aerated water to be kept clean and in good repair.

7. No licensee of an aerated water factory shall cause materials or articles other than those used in the manufacture of aerated water to be introduced into the factory.

8. Every licensee of an aerated water factory shall cause all materials used in the factory to be clean, wholesome, and of good quality, and shall cause them to be stored in vermin proof cupboards or shelves.

9. Every licensee of an aerated water factory shall cause every bottle containing aerated water to bear a label setting out the description of the water and the place of manufacture, the name of the person or firm owning the factory and the number assigned to the factory by the Chairman.

10. No licensee of an aerated water factory shall employ any person under twelve years of age to work in such aerated water factory.

11. No person suffering from or who has recently suffered from any infectious, contagious, or skin disease, or has been recently in attendance on any person suffering from such disease shall enter an aerated water factory or take part in the preparation, sale, or transport of aerated water.

12. Every licensee of an aerated water factory shall cause all persons engaged in bottling aerated waters to wear, whilst so engaged, a wire gauze mask over the face and leather gloves on the hands.

13. Every licensee of an aerated water factory shall cause the vessels used for storing syrup, essences, chemicals, &c., to be made of glass, porcelain, glazed earthenware, enamelled iron, galvanized iron, or tin. He shall not use such vessels for any other purpose, and shall keep them in a place set apart for their storage.

14. Every licensee of an aerated water factory shall cause all dung, refuse, urine, and washings from the cattle sheds, latrines, or any part of the factory to be removed at least once a day and to be disposed of, so that no nuisance is caused thereby.

15. No licensee of an aerated water factory shall keep any animal or bird within the licensed premises under any pretext whatsoever.

16. It shall be lawful for the Chairman of the District Council or any Inspector or any person thereto authorized by the Chairman in writing to enter any place used for the manufacture or sale of aerated waters at any time when such place is open, and on payment of the price thereof to take a sample bottle of any kind of aerated water which is there manufactured or kept for sale, and any proprietor or person in charge of such place who shall refuse to permit such sample to be taken shall be guilty of an offence.

ICE FACTORIES.

I.—*Conditions of Issue of Licence.*

No person shall be entitled to a licence for an ice factory unless the premises to be licensed comply with the following conditions:—

1. (a) That the premises are in good repair and well ventilated and well lighted, and that every room is provided with windows capable of being opened, the area of which when open shall be not less than one-fifteenth of the superficial floor space.

(b) That the walls of every room in every part are not less than 7 feet in height, and are built of brick, stone, or cabook, with the inside thereof limeplastered and limewashed.

(c) That all the eaves are at least 6 feet from the ground.

(d) That the roof is made of some permanent material.

(e) That all the woodwork is oil painted or limewashed.

(f) That the floor is cemented throughout.

(g) That the premises are provided with adequate drainage.

(h) That one room in such factory is exclusively reserved for the manufacture of ice.

(i) That the premises are supplied with an adequate supply of water obtained from a source protected from contamination and also with adequate means of transport so as to insure complete freedom from contamination or pollution in transit and with properly constructed tanks or reservoirs.

(j) That the factory is provided with a sanitary dust bin, at least two spittoons, and with sufficient latrine accommodation.

(k) That the factory is at least 50 feet distant from any latrine, cesspit, cattle shed, manure heap, or open sewer.

(l) That there is no cesspit, latrine, cattle shed, or ashpit within or directly communicating with the factory.

2. That a special room or place for storage of fuel is provided and so situated that fuel can be carried to it, or from it to the furnace, without passing through any of the rooms of the factory in which ice is made, stored, or placed for delivery.

3. That all the water used in the manufacture of ice is passed through a suitable filter approved by the Chairman and connected with the plant. Provided that the Chairman shall have the power to exempt from the operation of this rule water derived from an approved public supply.

II.—*Regulations for Licensed Ice Factories.*

1. Every licensee of an ice factory shall keep affixed in a conspicuous position on the outside of his premises a board with his name and the words "Licensed Ice Factory" legibly painted thereon in the English and vernacular languages.

2. Every licensee of an ice factory shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in every ice factory; and he shall cause a list of the names and addresses of all employees to be at all times kept in the factory so as to be available for inspection.

3. Every licensee of an ice factory shall cause the walls of every room forming part of the factory to be limewashed twice a year in June and December. He shall cause the woodwork to be limewashed or, if oil painted, to be washed with hot water and soap at least once every June and December, and at other times when ordered by the Chairman in writing.

4. Every licensee of an ice factory shall cause the floor of the factory to be washed at least once every day.

5. Every licensee of an ice factory shall cause every part of the factory, its surroundings, drains, furniture, utensils, and equipment used in the making of ice to be kept clean and in good repair.

6. No licensee of an ice factory shall introduce into the factory materials or articles other than those used in the manufacture of ice.

7. No licensee of an ice factory shall employ any person under twelve years of age in the factory.

8. No person suffering from or who has recently suffered from any infectious, contagious, or skin disease, or has been recently in attendance on any person suffering from such disease shall enter the factory or take part in the preparation, handling, sale, or transport of ice.

9. Every licensee of an ice factory shall cause all dung, refuse, urine, and washing from the cattle sheds, latrine, or any part of the factory to be removed at least once a day and disposed of so that no nuisance is caused thereby.

10. No licensee of an ice factory shall keep any animal or bird within the factory on any pretext whatsoever.

11. It shall be lawful for the Chairman of the District Council or any Sanitary Inspector or any person thereto authorized by the Chairman in writing to enter any ice factory at any time when such factory is open, and to take samples of water used for the manufacture of ice or samples of water derived from ice there manufactured, and any proprietor or person in charge of such factory who shall refuse to permit such samples to be taken shall be guilty of an offence. If such sample is found to be unfit for human consumption the proprietor or manager of the factory from which such sample was taken shall be guilty of an offence.

PUBLIC BATHING PLACES.

I.—Conditions of Issue of Licence.

No person shall be entitled to a licence to keep a public bathing place unless he shall satisfy the Chairman that the premises to be licensed comply with the following conditions:—

1. That the public bathing place is located in a sufficiently secluded spot or is screened from public view.

2. That a portion of the premises is suitably screened off for the exclusive use of women and children.

3. That the water used is obtained from the public water supply where such exists, or where the public bathing place is served by a well—

(a) That the well is provided with a protecting wall at least 2 feet high all round, or, if there is no wall, that it is constructed in such a way that none of the water drawn for bathing can find its way back into the well;

(b) That the ground immediately surrounding such well is sloped and paved or concreted, so as to allow the water to run into a leadaway drain of a sufficient length to prevent any percolation of dirty water into the well.

II.—Regulations for Public Bathing Places.

1. Every licensee of a public bathing place shall keep affixed in a conspicuous position outside his premises a board with his name and the words "Licensed Public Bathing Place" legibly painted thereon in the English and vernacular languages.

2. Every licensee of a public bathing place shall cause a copy of these regulations in English, Sinhalese, and Tamil, and the licence to be framed and hung in a prominent place in the licensed premises, and he shall cause a list of the names and addresses of all employees to be at all times kept in the licensed premises so as to be available for inspection.

3. (a) If tubs are used in a public bathing place the licensee of such bathing place shall cause them to be cleaned daily and painted twice annually in June and December.

(b) If cemented cisterns are used he shall cause them to be kept in good repair and cleaned daily.

(c) If a large tank or bath is used he shall cause the water to be frequently changed so that it does not become offensive or unfit for human bathing.

6. Every licensee of a public bathing place shall cause every part of the public bathing place, its surroundings, drains, and equipment to be kept clean and in good repair.

7. No person suffering from or who has recently suffered from any contagious, infectious, or loathsome disease, or has been recently in attendance on any person suffering from such disease, shall bathe, wash in, or in any way use the water of any such public bathing place, unless such water shall be drawn for such person by some healthy person and carried for use to a safe distance from such public bathing place.

8. Whenever a public bathing place is served by a well, no person shall use such well for washing cattle or any other animals, or mats, or any other things, or any clothes, except those worn at the time of bathing, and if such clothes be

slapped upon a stone or otherwise beaten this shall be done at such distance from the well that the splash therefrom cannot fall into the well.

9. No person shall commit a nuisance by obeying a call of nature at or near any public bathing place, except in a latrine provided for such purpose.

REPEAL.

1. The by-laws referred to in the annexed schedule are hereby repealed:—

Schedule.

By-laws published in *Gazette* No. 6,903 of October 19, 1917, regarding dairies and the sale of milk.

By-laws published in *Gazette* No. 6,944 of May 24, 1918, regarding bakeries.

By-laws published in *Gazette* No. 6,969 of September 27, 1918, regarding aerated water factories.

By-laws 1, 2, 3, and 11 (including the table of fees) of the by-laws published in *Gazette* No. 6,973 of October 25, 1918, regarding dangerous and offensive trades.

By-law published in *Gazette* No. 7,147 of December 10, 1920, regarding the hawking of cakes and sweatmeats; eating-houses and tea and coffee boutiques; and common lodging houses.

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

U 28/27

IT is hereby notified that the Governor in Executive Council has approved the licence duties contained in the above Ordinance, which the Matale Urban District Council has, as empowered by sections 173 and 176 of the above Ordinance, and with the approval of the Local Government Board, imposed in respect of any licence granted by the said Council authorizing the use of the premises or places referred to therein.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 2, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

Nature of Licence.	Annual Duty.	
	Rs.	c.
1. Artificial manure manufactory	100	0
2. Tannery	100	0
3. Every place used for curing arecanuts	2	50
4. Every place used for boiling blood or offal	100	0
5. Every place used for making or extracting fat	50	0
6. Soap manufactory	20	0
7. Fibre manufactory	50	0
8. Fibre store	25	0
9. Fibre dyeing shed	5	0
10. Kraal for soaking coconut husks	2	0
11. Every place used for storing Maldive fish in quantity over 5 cwt.	5	0
12. Every place used for storing lime	5	0
13. Every place used for storing hides	60	0
14. Every place used for storing bones	10	0
15. Every place used for storing artificial manure	10	0
16. Every place used for storing materials for the manufacture of artificial manure in quantity over one gunny bag	10	0
17. Every copra shed or place used for manufacturing copra	10	0
18. (a) Coconut or gingelly oil manufacture where a mill is used	10	0
(b) Coconut or gingelly oil manufacture where a chekku is used	10	0
19. Desiccated coconut manufacture	100	0
20. Brick or tile manufactory	60	0
21. Lime kiln	30	0
22. Saw pit	5	0
23. Plumbago store or curing yard	50	0
24. Bakery	10	0
25. Eating-house	6	0
26. Tea and coffee boutique	10	0
27. Restaurant	15	0
28. Hotel	25	0
29. Butcher's stall	120	0
30. Fish stall	75	0
31. Cattle gala	25	0
32. Dairy for supply of milk to the public having three cows or under	1	0
33. Dairy for supply of milk to the public having three cows and up to ten	5	0
34. Dairy for supply of milk to the public having over ten cows	10	0
35. Laundry	1	0
36. Common lodging house	6	0
37. Aerated water factory	75	0
38. Ice factory	50	0
39. Ice and aerated water factory	100	0
40. Public bathing place	1	0

"THE EDUCATION ORDINANCE, No. 1 OF 1920."

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Order by His Excellency the Governor under Section 30 of the above-named Ordinance.

WHEREAS by section 30 of "The Education Ordinance, No. 1 of 1920," it is provided that the Governor may by order in the *Government Gazette* exempt from the operation of Part V. of the said Ordinance any estates on which there are more than twenty-five children between the ages of six and ten, of labourers employed thereon, and direct that it shall be subject to Parts II., III., and IV. of the said Ordinance:

Now, therefore, the Governor is pleased to order, and it is hereby ordered that the estate called and known as Imboolpittia estate, situated in the Nawalapitiya district of the Central Province, shall be exempt from the operation of Part V. of the said Ordinance, and that the said estate shall be subject to Parts II., III., and IV. of the said Ordinance.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 6, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

"THE EDUCATION ORDINANCE, No. 1 OF 1920."

E 200/27

BY-LAWS made by the Education District Committee of the Revenue District of Kandy, under section 25 (1) of "The Education Ordinance, No. 1 of 1920," approved by the Board of Education, and confirmed by His Excellency the Governor in Executive Council.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 3, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAWS REFERRED TO.

1. *Definitions*—

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

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

The term "Code" shall mean the Code for Assisted Schools for the time being sanctioned by His Excellency the Governor in Executive Council.

The term "District Committee" means the Education District Committee for the Revenue District of Kandy including the Local and Sanitary Board towns.

The term "school" shall mean any school recognized by the Director of Education and shall include the schools specified in Schedule B hereto.

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

2. The Committee shall meet ordinarily at Kandy Kachcheri once in every two months on such dates as the Committee shall decide upon.

3. A record of the proceedings of meetings shall be kept in a book, and copies of such records circulated among members immediately after the meeting.

4. *Children to attend School*.—The parent of every boy of not less than 6 nor more than 14 years of age, and the parent of every girl of not less than 6 nor more than 14 years of age, or in the case of Muslim and Tamil girls of not less than 6 nor more than 10 years of age shall cause such boy or girl to attend school, unless he has made other adequate and suitable provision for the education of such boy or girl, or unless there is a reasonable excuse for non-attendance. Provided, in the case of girls, that their attendance shall not be compulsory, unless a separate female teacher is provided; further, that no boy under 8 and no girl shall be compelled to attend school where the distance from his or her residence to the school along the shortest route exceeds $\frac{3}{4}$ mile, and no boy over 8 shall be compelled to attend school where the distance exceeds 2 miles.

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

5. *Time of Attendance*.—The time during which every child shall attend school shall be the whole time for which the school shall be open for the instruction of children of similar age.

6. *Religion*.—Nothing in these by-laws—

(a) Shall prevent the presence of children being excused during the time when religious instruction is given as provided by section 15 (2) of "The Education Ordinance, No. 1 of 1920";

(b) Shall make it conditional for any child on being admitted into a school that he shall attend any Sunday school or any place of religious worship or receive any instruction in religious subjects;

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

7. Every parent who shall not observe, or shall neglect or violate these by-laws or any of them shall, upon conviction, be liable to a fine not exceeding Rs. 5 for each offence, and to an additional fine not exceeding Re. 1 per day in the case of a continuing offence.

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

9. No elementary school shall, except with the permission of the Divisional or District Inspector of Schools, be kept open for school work on more than 5 days a week or less than 180 days a year.

10. The area described in Schedule A hereto shall be an area within which efficient provision has been made in terms of section 25 (c) of Ordinance No. 1 of 1920.

SCHEDULE A.

Description of the Area referred to in the foregoing By-laws.

The Revenue District of Kandy including the Local Board towns of Gampola, Nawalapitiya, and Hatton-Dikoya, and Sanitary Board towns of Wattegama, Pussellawa, Norwood, Bogawantalawa, Maskeliya, Kadugannawa, Teldeniya, Mailapitiya, Galaha, Huluganga, Ulapane, and Panwila, and excluding the Municipality of Kandy, within the Revenue District of Kandy.

SCHEDULE B.

List of Schools.

UDUNUWARA.

Government Schools.

1. Handessa Boys' School.
2. Hendeniya Girls' School.
3. Nigrodhakhetta Girls' School.
4. Petiyagoda Boys' School.
5. Petiyagoda Boys' Tamil School.
6. Uda Aludeniya Girls' School.
7. Wattapola Boys' School.
8. Wattapola Girls' School.

Assisted Schools.

9. Boyagama Mixed School.
10. Ganhata Mixed School.
11. Koshinna Mixed School.
12. Peradeniya Mixed School.
13. Peradeniya (Training) Boys' School.
14. Peradeniya (Training) Girls' School.

YATINUWARA.

Government Anglo-Vernacular Schools.

15. Kadugannawa Boys' School.
16. Kadugannawa Girls' School.
17. Peradeniya Boys' School.

Government Vernacular Schools.

18. Dodanwala Boys' School.
19. Kobbekaduwa Mixed School.
20. Menikdiwala Mixed School.
21. Peradeniya Tamil School.
22. Yahalatenna Mixed School.

Assisted Schools.

23. Danture Mixed School.
24. Kadugannawa Mixed Tamil School.
25. Kiribathkumbura Girls' School.
26. Mawela Mixed School.
27. Muruththalawa Mixed School.
28. Pilimatalawa Mixed School.
29. Pottepitiya Mixed School.
30. Ratmeewala Mixed School.

TUMPANE.

Government Anglo-Vernacular Schools.

31. Galagedera Boys' School.

Government Vernacular Schools.

32. Dedunupitiya Mixed School.
33. Dehideniya Boys' School.
34. Galabawa Mixed School.
35. Galagedera Girls' School.
36. Galagedera Boys' School.
37. Hataraliyadda Boys' School.
38. Hataraliyadda Girls' School.
39. Minigomuwa Mixed School.
40. Muruddeniya Boys' School.
41. Uduwa Boys' School.
42. Uduwa Girls' School.

Assisted Schools.

43. Eramuduliyadda Mixed School.
44. Medagama Girls' School.

HARISPATTU.

Government Vernacular Schools.

45. Akurana Boys' School.
46. Alawatugoda Boys' School.

47. Alawatugoda Girls' School.
48. Ankumbura Mixed School.
49. Haloluwa Boys' School.
50. Hedeniya Girls' School.
51. Idamegama Boys' School.
52. Maratugoda Boys' School.
53. Nugawela Boys' School.
54. Nugawela Girls' School.
55. Pujapitiya Boys' School.

Assisted Schools.

56. Ambatenna Mixed School.
57. Attaragama Mixed School.
58. Deegala Mixed School.
59. Girihagama Mixed School.
60. Harankawa Mixed School.
61. Kahatapitiya Girls' School.
62. Kurundugolla Boys' School.
63. Madawala Mixed School.
64. Yatihalagala Udagama School.
65. Yatihalagala Pallegama School.

UDA DUMBARA.

Government Vernacular Schools.

66. Bambarabedda Mixed School.
67. Gurulupota Boys' School.
68. Hanwella Boys' School.
69. Keulgama Boys' School.
70. Madugalla Boys' School.
71. Mediwaka Mixed School.
72. Memura Boys' School.
73. Metideniya Girls' School.
74. Nugatenna Mixed School.
75. Pallegaladebokka Boys' School.
76. Pitawala Boys' School.
77. Poppitiya Boys' School.
78. Ulpotagama Boys' School.
79. Udispattuwa Boys' School.
80. Udispattuwa Girls' School.
81. Urugala Boys' School.
82. Waradiwela Boys' School.
83. Yahala Boys' School.

Assisted Schools.

84. Amupitiya Mixed School.
85. Bembiya Mixed School.
86. Dagevilla Mixed School.
87. Dunuvila Mixed School.
88. Teldeniya Girls' School.
89. Urugala Girls' School.

PATA DUMBARA.

Government Anglo-Vernacular Schools.

90. Teldeniya Boys' School.

Government Vernacular Schools.

91. Doragamuwa Boys' School.
92. Doragamuwa Girls' School.
93. Gomagoda Girls' School.
94. Gunnepana Boys' School.
95. Gunnepana Girls' School.
96. Kengalla Mixed School.
97. Mahagama Mixed School.
98. Naranpanawa Boys' School.
99. Panwila Boys' School.
100. Paranagama Boys' School.
101. Paranagama Girls' School.
102. Udagammeda Boys' School.
103. Uda Talawinna Tamil School.
104. Werapitiya Boys' School.

Assisted Schools.

105. Attaragalla Mixed School.
 106. Arangala Mixed School.
 107. Henewala Mixed School.
 108. Hirikaduwa Mixed School.
 109. Kahalla Girls' School.
 110. Nattaranpota Mixed School.
 111. Puwalgahakandura Mixed School.
 112. Teldeniya Girls' School.
 113. Walala Mixed School.
 114. Wattagama Mixed School.
 115. Wattagama Mixed Tamil School.
 116. Wavinna Mixed School.
 117. Yatirawana Mixed School.

PATA HEWAHETA.

Government Vernacular Schools.

118. Butawatta Girls' School.
 119. Deltota Boys' School.
 120. Haputale Mixed School.
 121. Mahamedagama Mixed School.
 122. Marassana Boys' School.
 123. Marassana Girls' School.
 124. Pattiyagama Boys' School.
 125. Pattiyagama Tamil Boys' School.
 126. Talatuoya Boys' School.

Assisted Schools.

127. Ampitiya Mixed School.
 128. Galaha Girls' School.
 129. Kundasale Mixed School.
 130. Mailapitiya Mixed School.
 131. Talatuoya Girls' School.
 132. Udawela Mixed School.

UDAPALATA.

Government Vernacular Schools.

133. Alugolla Boys' School.
 134. Atabage Boys' School.
 135. Bowala Girls' School.
 136. Doluwa Mixed School.
 137. Giraula Boys' School.
 138. Hindagala Mixed School.
 139. Kahawatta Mixed School.

140. Kirinda Mixed School.
 141. Panvilatenna Boys' School.
 142. Tumpelawaka Boys' School.
 143. Udahentenna Boys' School.
 144. Ulapane Mixed School.
 145. Wallahagoda Boys' School.

Assisted Schools.

146. Kalugamuwa Mixed School.
 147. Niyangama Mixed School.
 148. Pussellawa Mixed School.
 149. Weligalla Mixed School.

GAMPOLA.

Assisted Anglo-Vernacular Schools.

150. Gampola Church Missionary Society Girls' (Boarding) School.

Assisted Vernacular Schools.

151. Gampola Church Missionary Society Boys' School.
 152. Gampola Mixed Buddhist School.

UDA BULATGAMA.

Government Vernacular Schools.

153. Kalugalla Mixed School.
 154. Morahenagama Boys' School.
 155. Rambukpitiya Boys' School.
 156. Yatiganhulaha Boys' School.

NAWALAPITIYA.

Government Vernacular Schools.

157. Gondennawa Girls' School.

Assisted Schools.

158. Nawalapitiya Church Missionary Society Mixed School.
 159. Nawalapitiya Mixed Tamil School.
 160. Nawalapitiya Mixed Sinhalese and Tamil School.

HATTON.

Assisted Vernacular Schools.

161. Hatton Mixed School.
 162. Hatton Boys' School.

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

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BY-LAWS made by the Galle Municipal Education District Committee, under section 25 (1) of "The Education Ordinance No. 1 of 1920," approved by the Board of Education, and confirmed by His Excellency the Governor in Executive Council.

By His Excellency's command,

A. G. M. FLETCHER,
 Colonial Secretary.

Colonial Secretary's Office,
 Colombo, December 6, 1927.

BY-LAWS REFERRED TO.

Section 25 (1) (a).

1. The Committee shall meet on the first Monday of every other month.
2. Notice of the Agenda of each meeting shall be given at least five days before the meeting.
3. Notice of resolutions should reach the Secretary at least ten days before the meeting.
4. The Chairman shall preserve order and decide on all points of order.
5. The business of the Committee at its meeting shall be taken in the following order:—
 - (a) The Minutes of the previous meeting shall be read and (if need be) corrected and confirmed.
 - (b) Communications addressed to the Committee or Chairman shall be laid before the Committee and orders made thereon.
 - (c) Any other matter set down in the notice of Agenda shall be proceeded with provided that a deviation from this order of business may be allowed by permission of the Committee.

Section 25 (1) (c), (d), and (e).

6. *Definitions.*—In these by-laws—

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

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

The term "Code" means the Code for *Assisted Schools* for the time being sanctioned by His Excellency the Governor in Executive Council.

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

The term "school" means a school specified in the Schedule B hereto and any school which may hereafter be certified by the Director of Education.

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

7. *Children to attend School.*—The parent of every boy of not less than 6 nor more than 14 years of age and the parent of every girl of not less than 6 nor more than 10 years of age shall cause such boy or girl to attend a school, unless he has made other adequate and suitable provision for the education of such boy or girl, or unless there is a reasonable excuse for his or her non-attendance: provided, that (a) no child shall be compelled to attend a school from a distance of more than 2 miles, (b) no boy less than 8 years of age shall be compelled to attend a school more than 1 mile from his residence, and (c) no girl shall be compelled to attend a school more than 1 mile from her residence or a school in which no female teacher is employed.

8. Every parent shall provide necessary information for the working of these by-laws.

9. *Time of Attendance.*—The time during which every boy or girl shall attend school shall be the whole time for which the school shall be open for the instruction of children of similar age.

10. *Course of Instruction to be given.*—The course of instruction to be given in the school shall be that prescribed by the Code for the time being in force.

11. *Religion.*—Provided always that nothing in these by-laws—

(a) Shall prevent the presence of children being excused during the hours when religious instruction is given as provided by section 15 (1) and (2) of the Education Ordinance.

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

13. Every parent who shall not observe or shall neglect or violate these by-laws or any of them shall, upon conviction, be liable to a fine of Rs. 5 for the first offence and Re. 1 per day for a continuing offence.

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

15. No school except with the permission of the Divisional Inspector of Schools shall be kept open for school work on more than five days a week or less than 180 days a year.

16. For the purpose of these by-laws it is hereby declared that the area in Schedule A is an area in which efficient provision has been made in terms of section 25 (c) of the Ordinance No. 1 of 1920.

Note.—The following are the portions of the Education Ordinance referred to in these by-laws:—

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

(a) If he proves that his child is in regular attendance at an elementary school or at a school certified by the Director to provide adequate and suitable education, or

(b) If he proves that he has made such other provision for his child's education as the Director or some officer of the Department authorized by him shall certify to be adequate and suitable, or

(c) If he produces a certificate from the Director or some officer of the Department authorized by him recommending that the child shall be exempted from compulsory attendance.

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

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

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

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

SCHEDULE A.

Boundaries of the Galle Municipal Area.

North by the Koppe-ela from its northern mouth where it falls into the Gin-ganga to the bridge over that stream on the Gintota-Welipiti-Modera road, along the eastern side of that road to its junction with the Bope road along the eastern, and thence along the northern side of the Bope road, the northern side of the Kale-gana road, and the northern side of the Hirimbura road to its junction with Morris road at Labuduwa.

East by Morris road from its junction with road to Akmimana to the point where it meets the road to Haliwella also called Hayley road, thence along the southern side of the Haliwella road to the point where the Dik-ela crosses that road, thence along the Dik-ela to the point where it joins the Lunuwila-ela at its junction with the Badal-ela, thence along the Lunuwila-ela to its fall into the Wakgal-modera.

South by the Wakgalmodera and the Galle harbour.

South-west by the sea.

West by the Gin-ganga.

SCHEDULE B.

List of Schools referred to:

Circle A—Ward No. 1.

1. All Saints' College
2. Southlands School
3. Galle Industrial School

Circle B—Ward No. 2.

1. St. Aloysius' College
2. Galle Convent
3. Galle Convent Industrial School
4. Havelock Place Tamil School
5. Galle Bazaar Buddhist School
6. Mount Calvary (Roman Catholic) School

Circle C—Ward No. 3.

1. Dewature Buddhist School
2. Mulharus Sulhiya School
3. Galupiyadda Wesleyan School

Circle D—Ward No. 4.

1. Mahinda College
2. Sangamitta Girls' School
3. Kalegana (Roman Catholic) School
4. Kitulampitiya Girls' School
5. Maitipe Wesleyan School
6. Maitipe Buddhist School
7. Dangedera Buddhist School

Circle E—Ward No. 5.

1. Richmond College
2. Richmond Hill Girls' Boarding
3. Gintota Buddhist School
4. Piyadigama Wesleyan School
5. Kalegana Buddhist School
6. Dadalla Buddhist School
7. Mahamodera Buddhist School
8. Kumbalwella Mixed School
9. Richmond Hill Practising School
10. Galwadugoda Paramananda School.

"THE EDUCATION ORDENANCE, No. 1 OF 1920."

E 194/27

BY-LAWS made by the Galle District Education District Committee, under section 25 (1) of "The Education Ordinance, No. 1 of 1920," approved by the Board of Education, and confirmed by His Excellency the Governor in Executive Council.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 2, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAWS REFERRED TO.

1. Definitions—

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

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

The term "Code" shall mean the Code for Assisted Schools for the time being sanctioned by His Excellency the Governor in Executive Council.

The term "District Committee" means the Education District Committee for Galle District exclusive of the Municipal area.

The term "school" shall mean any school recognized by the Director of Education and shall include the schools specified in Schedule B hereto.

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

2. The Committee shall meet ordinarily at Galle once every two months on such dates as the Committee shall decide upon.

3. A record of the proceedings of meetings shall be kept in a book, and copies of such records circulated among members immediately after the meeting.

4. *Children to attend School.*—The parent of every boy of not less than 6 nor more than 14 years of age, and the parent of every girl of not less than 6 nor more than 12 years of age; or in the case of Muslim and Tamil girls of not less than 6 nor more than 10 years of age shall cause such boy or girl to attend school, unless he has made other adequate and suitable provision for the education of such boy or girl, or unless there is a reasonable excuse for non-attendance. Provided, in the case of girls, that their attendance shall not be compulsory, unless a separate female teacher is provided; further, that no boy under 8 and no girl shall be compelled to attend school where the distance from his or her residence to the school along the shortest route exceeds $\frac{3}{4}$ mile, and no boy over 8 shall be compelled to attend school where the distance exceeds 2 miles.

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

5. *Time of Attendance.*—The time during which every child shall attend school shall be the whole time for which the school shall be open for the instruction of children of similar age.

6. *Religion.*—Nothing in these by-laws—

(a) Shall prevent the presence of children being excused during the time when religious instruction is given as provided by section 15 (2) of "The Education Ordinance, No. 1 of 1920";

(b) Shall make it conditional for any child on being admitted into a school that he shall attend or abstain from attending any Sunday school or any place of religious worship or receive any instruction in religious subjects;

(c) Shall require any child to attend school on any day exclusively set apart for religious observance by the religious body to which its parent belongs:

7. Every parent who shall not observe, or shall neglect or violate these by-laws or any of them shall, upon conviction, be liable to a fine not exceeding Rs. 5 for each offence, and to an additional fine not exceeding Re. 1 per day in the case of a continuing offence.

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

9. No elementary school shall, except with the permission of the Divisional or District Inspector of Schools, be kept open for school work on more than 5 days a week or less than 180 days a year.

10. The foregoing by-laws shall be in force in the Revenue District of Galle, where efficient provision has been made in terms of section 25 (c) of Ordinance No. 1 of 1920.

SCHEDULE A.

Description of the Area referred to in the foregoing By-laws.

The Revenue District of Galle exclusive of the Municipal area.

SCHEDULE B.

List of Schools.

Galle, Four Gravets.

Ihalagoda Boys' School
Kurunduwatta Muslim Mixed School
Nawinna Muslim Mixed School
Uluwitike Mixed School
Akmeemana Wesleyan Mixed School
Bataduwa Buddhist Mixed School
Hapugala Buddhist Mixed School
Hapugala Wesleyan Mixed School
Manawila Mixed School
Ukwatta Mixed School
Ankokkawala Mixed School
Meeepawala Mixed School

Bentota-Walallawiti Korale.

Kosgoda Girls' School
Amugoda Boys' School
Amugoda Girls' School
Aturuwella Boys' School
Ahungalla English Boys' School
Bambarawana Boys' School
Bentota Boys' School
Bentota Girls' School
Dedduwa Girls' School
Elakake Girls' School
Elakake Boys' School
Galboda Girls' School
Galwehera Boys' School
Galwehera Girls' School
Gonagala Boys' School
Gonagala Girls' School
Hungantota Boys' School
Induruwa Boys' School
Induruwa Girls' School
Induruwa English School
Kosgoda Anglo-Vernacular School
Maduwa Mixed School
Mattaka Boys' School
Niyagama Boys' School
Niyagama Girls' School
Omatta Boys' School
Omatta Girls' School
Awittawa Mixed School
Pituwala Girls' School
Rantotuwila Boys' School
Rantotuwila Girls' School
Tunduwa Muslim School
Welitara Boys' School
Welitara Girls' School
Yatagala Boys' School
Yatagala Girls' School
Ampe Mixed School
Elpitiya Mixed School
Galmangoda Girls' School
Goluwamulla Mixed School
Hattaka Mixed School
Kandemulla Mixed School
Kommala Wadumulla Girls' School

Talpe Pattuwa.

Unawatuna Mixed School
Mihiripenna Mixed School

Kalahe Buddhist Mixed School
Kalahe Wesleyan Mixed School
Metaramba Mixed School
Yatagala (Malcolm) Mixed School
Mipe Mixed School
Habaraduwa Mixed School
Heenatigala Mixed School
Katukurunda Mixed School
Pilane Wesleyan Mixed School
Angulugaha Wesleyan Mixed School
Heyare Mixed School
Koggala Mixed School
Hatuwa, Piyadigama Mixed School
Ahangama Mixed School
Dickkumbura Mixed School
Kataluwa Boys' School
Kataluwa Girls' School
Ahangama Nakanda Mixed School
Horadugoda Mixed School
Batemulla Mixed School
Mawella Boys' School
Mawella Girls' School
Kottawa Boys' School
Kottawa Girls' School
Tellabure Roman Catholic School
Polpagoda Mixed School
Magedera Boys' School
Walpola Mixed School
Kombala Girls' School
Pilane Mixed School
Kahanda Mixed School

Galle, Wellaboda Pattuwa.

Hegoda Wesleyan Mixed School
Ratgama Wesleyan Mixed School
Bussa Wesleyan Mixed School
Bussa Government Girls' School
Bussa Government Boys' School
Imbulagoda Buddhist Mixed School
Dodanduwa Boys' Buddhist School
Tiranagama Buddhist Mixed School
Hennatota Buddhist Mixed School
Hikkaduwa Government Boys' School
Hikkaduwa Government Girls' School
Gonapinuwala Mixed School
Totagamuwa Buddhist Boys' School
Kalupe Buddhist Girls' School
Peraliya Buddhist Girls' School
Alutwala Buddhist Mixed School
Telwatta Buddhist Boys' School
Kohawa Government Girls' School
Meetiyyagoda Government Girls' School
Weragoda Government Boys' School
Akurala Government Girls' School
Akurala Government Boys' School
Kulegoda Buddhist Mixed School
Delduwa Government Mixed School
Godahena Buddhist Mixed School
Batapola Wesleyan Mixed School
Batapola Buddhist Mixed School
Ambalangoda Buddhist Mixed School
Polwatta Buddhist Girls' School

Patabendimulla Buddhist Mixed School
 Watugedara Wesleyan Mixed School
 Kandagoda Buddhist Mixed School
 Wandaduwa Buddhist Mixed School
 Polwatta Buddhist Boys' School
 Karandeniya Buddhist Boys' School
 Karandeniya Church Missionary Society Mixed School
 Koswatumanana Government Mixed School
 Ambana Government Boys' School
 Ambana Government Girls' School
 Nindana Government Boys' School
 Nindana Government Girls' School
 Heenatiya Buddhist Mixed School
 Katudampe Government Mixed School
 Dodanduwa Buddhist Boys' School
 Hikkaduwa Government Infant School
 Anadola Buddhist Mixed School
 Deminigoda Buddhist Mixed School
 Madampe Government Mixed School
 Ambalangoda Buddhist Girls' School
 Maha Ambalangoda Wesleyan Mixed School
 Ambalangoda Buddhist Industrial School
 Galehenkanda Church Missionary Society Mixed School
 Potuwatta Church Missionary Society Boys' School
 Potuwatta Church Missionary Society Girls' School
 Randomba Buddhist Girls' School

Galle, Gangaboda Pattuwa.

Ethkandura Mixed School
 Unanwitiya Mixed School
 Keembiya Boys' School
 Keembiya Girls' School
 Majuwana Mixed School
 Baddegama Church Missionary Society Boys' School
 Baddegama Church Missionary Society Girls' School
 Baddegama Church Missionary Society Mixed School
 Kotagoda Mixed School
 Agaliya Boys' School
 Akuretiya Mixed School

Lelwala Mixed School
 Ampegama Mixed School
 Pillagoda Mixed School
 Telikada Boys' School
 Walpita Boys' School
 Mabotuwana Boys' School
 Yatalamatta Boys' School
 Nagoda Boys' School
 Weliwitiya Boys' School
 Udugama Boys' School
 Telikada Girls' School
 Wanduramba Girls' School
 Yatalamatta Girls' School
 Mapalagama Mixed School
 Weihena Mixed School
 Malamure Mixed School
 Ganagama Roman Catholic School
 Halpatota Roman Catholic School
 Ganagama Buddhist School
 Mapalagama Buddhist Mixed School
 Halpatota Church Missionary Society Girls' School
 Pitadeniya Boys' School
 Keembiela Buddhist Mixed School

Hinidum Pattuwa.

Hiniduma Buddhist Mixed School
 Hiniduma Roman Catholic Mixed School
 Tawalama Boys' School
 Tawalama Girls' School
 Halwitigala Mixed School
 Opatha Mixed School
 Mawita Mixed School
 Nelluwa Mixed School
 Happitiya Mixed School
 Dellawa Mixed School
 Millawa Mixed School
 Panangala Private Mixed School
 Panangala Buddhist Mixed School

“THE VILLAGE COMMUNITIES ORDINANCE, 1889.”

L 1161/27

IT is hereby notified for general information that His Excellency the Governor has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Hatigamuwa of the Hiriyala Hatpattu Village Committee of the Divigandahe korale of the Hiriyala hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889. (W. L. O. Notice No. 8,240.)

Colonial Secretary's Office,
 Colombo, December 6, 1927.

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

SCHEDULE REFERRED TO.

The following lots situated in the village of Hatigamuwa of the Divigandahe korale of the Hiriyala hatpattu of the Kurunegala District, in the North-Western Province :—

Block survey preliminary plan No. 1,864.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
135 ..	Pathkolagollehenyaya, Pitawewaihalahena ..	125	0	7
150 ..	Galmullehenyaya, Eladanghamulahenyaya, Usgalagawahenyaya ..	66	0	0
21 ..	Madugahamulahena, Kumburuwellandehena, Galwalayaya, Warayaya, Rukattanagahamulayaya, Morayaya ..	139	0	24
35 ..	Kohombagahamulahena alias Kumburuwalandehena ..	7	0	24
36 ..	Pilahenyaya ..	44	3	39
41 ..	Panelahena, Hikgahamulahena, Kumbukgahamulahenyaya ..	12	1	38
(Exclusive of the minor road and reservation passing through the land.)		394	3	12

Excluded Lots.

72 ..	Minipitiya (cemetery) ..	0	2	21
73 ..	Minipitiyapara (approach road to cemetery) ..	0	0	19
34 ..	Cart track and reservation ..	0	3	24
37 ..	Gansabhawa road and reservation ..	0	3	26
41A ..	Panelahena (reservation for an ambalama) ..	0	0	39
		2	3	9

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

L 1141/27

IT is hereby notified for general information (a) that His Excellency the Governor has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Tanmitagama of the Wannu Hatpattu Village Committee of the Katuwanna korale, in the Wannu hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) that His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit (W. L. O. Notice No. 8,621).

By His Excellency's command,

Colonial Secretary's Office,
Colombo, November 30, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

The following lots situated in the village of Tanmitagama of the Katuwanna korale, in the Wannu hatpattu of the Kurunegala District, in the North-Western Province:—

Block survey preliminary plan No. 1,945.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
1 ..	Ambagahamulawewa, Ihalahenyaya ..	9	1	19
9 ..	Ihalaweledalupotehenyaya ..	36	2	7
25 ..	Galayaya, Hikgahamukalana ..	36	0	33
37 ..	Galayayehena, Porapaluwehenyaya (part of old tank) ..	16	3	6
39 ..	Medalandehenyaya, Mudaliya-agarehenyaya ..	39	2	36
41 ..	Puranehenyaya and Dehigahamulahena ..	31	3	20
(Exclusive of the Gansabhawa road passing through the land.)		170	2	1

"THE QUARANTINE AND PREVENTION OF DISEASES ORDINANCE, 1897."

M 535/27

WHEREAS by a declaration dated November 30, 1927, the proper authority, to wit, the Chairman, Municipal Council, Kandy, declared that the area described in the schedule hereto annexed shall be a "diseased locality" within the meaning of "The Quarantine and Prevention of Diseases Ordinance, 1897," and the regulations made thereunder:

Now know Ye that We, the Governor in Executive Council, do hereby confirm the said declaration dated the said November 30, 1927, in accordance with the regulations framed under "The Quarantine and Prevention of Diseases Ordinance, 1897," and published in the *Government Gazette* No. 7,481 dated August 28, 1925, and do hereby declare that the area described in the schedule hereto shall, until further notice in terms of the said regulations, be a "diseased locality" for the purposes and within the meaning of the said Ordinance and the regulations framed thereunder.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, December 7, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

The areas in the Kandy Municipality bounded as follows:—

(1) North by King street and continuation of the road through military land up to the railway line, east by Brownrigg street, south by Ward street and Peradeniya road, and west by the railway line, excluding all military buildings.

(2) The area on Peradeniya road lying between houses 558 and 721 on the north, and Nos. 387 and 525 on the south to a depth of 250 yards to the north and 100 yards to the south of the said road.

Notification under Land Sale Regulations 59 and 60.

L 601/27

NOTICE is hereby given in terms of sections 59 and 60 of Land Sale and Lease Regulations that an application has been received from the Honorary Secretary of the Orient Club of Colombo for the lease of about 2 acres of land situated between Cambridge place, Racecourse avenue, and Guildford crescent within the Municipal limits of Colombo, in the Colombo District of the Western Province, and described as part of lot 17 in the Cinnamon Garden lease plan.

This land is required for the erection of a Club House.

Unless valid reasons to the contrary are adduced in writing to the undersigned within six weeks from the date hereof, it is proposed, subject to the approval of the Secretary of State, to lease this land to the said Orient Club, without competition, for a term of 99 years, at a rental of Rs. 25 per annum, provided *inter alia* that the plans of the said building and the general layout are approved by Government, and that the building is used only as a Club House.

Colonial Secretary's Office,
Colombo, December 9, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of 3,500 to 5,000 straw covers per week from January 1 to September 30, 1928, at the Excise Warehouse, Kandy. The covers should be unbroken and in good condition and capable of enclosing a quart bottle.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Excise Commissioner, Colombo.

3. Tenders should either be handed in personally at the Office of the Excise Commissioner, or be sent through the post.

4. Tenders should be marked "Tender for the Supply of Straw Covers" in the left hand top corner of the envelope, and should reach the Office of the Excise Commissioner not later than 12 noon on Friday, December 16, 1927.

5. Tenders are to be made upon forms which will be supplied upon application at the Excise Commissioner's Office, 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. The tenderer shall state clearly in words and in figures the price demanded per 1,000 straw covers.

7. Payment will be made weekly.

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

9. The successful tenderer or tenderers shall execute a bond or bonds for Rs. 50 each by hypothecation of approved title deeds with two sureties, each in a similar sum, or shall deposit with the Hon. the Treasurer in the name of the Excise Commissioner a sum of Rs. 25 in cash, and sign a bond binding himself to observe the terms of the contract. All other necessary information can be ascertained at the Excise Commissioner's Office or at the Office of the Assistant Commissioner of Excise, Kandy.

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

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

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

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

14. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Excise Commissioner, 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 Government contracts with departments other than the Excise 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.

G. S. WODEMAN,
Excise Commissioner.

Office of the Excise Commissioner,
Colombo, December 7, 1927.

SCHEDULE of rates are hereby invited for the maintenance of the following canals in the Colombo District for a period of 9 months, from January to September 30, 1928:—

- (a) Colombo to Bólgoda.
- (b) Kirillapone canal.

2. The work included in each canal will have to be separately tendered for and undertaken on separate agreements entered into by the District Engineer, Colombo, and the contractor on the basis of the accepted tendered rates.

3. Specifications, schedule of prices, and form of tender can be seen, and all 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. Tenders (in the shape of a percentage "Off" or "On" the prices shown on the schedules of prices) must be submitted separately for each service given above on forms to be obtained from the Office of the District Engineer, Colombo, in duplicate, together with a copy of schedule of prices. The forms duly filled in, signed and dated to be forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province North, Colombo, and the duplicate addressed to the District Engineer, Colombo, endorsed on the outside "Schedule of Rates for Maintenance of Colombo to Bólgoda and Kirillapone Canal" (as the case may be) so as to reach the offices of the foregoing officers on or before 12 noon on December 23, 1927.

5. The schedule of prices must not be altered in any way but must be returned to the Provincial Engineer, Western Province North, unaltered, having been duly signed and dated, together with the form of tender. Any tender received by the Provincial Engineer unaccompanied by a signed copy of the schedule of prices will be rejected.

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

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

R. G. BARTHOLOMEW,
Public Works Office, for Director of Public Works.
Colombo, December 7, 1927.

TENDERS are hereby invited for making and supplying a canoe for Bólgoda-Galpota canal.

2. The whole of the work to be undertaken on an agreement to be entered into by the District Engineer, Panadura, and the contractor on the basis of his accepted tender, and finally subject to the approval of the Provincial Engineer, Western Province (South), Colombo.

3. The plans, specifications, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Panadura, 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. Tenders must be submitted on forms to be obtained from the Office of the District Engineer, Panadura, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Colombo, and the duplicate addressed to the District Engineer, Panadura, endorsed on the outside "Tenders for Canoe for Bolgoda-Galpota Canal" so as to reach the offices of the foregoing officers on or before 12 noon on December 20, 1927. All materials to be supplied by the contractor.

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

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

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

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

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo December 7, 1927.

SCHEDULES of rates are hereby invited for the maintenance of the following canals in the Negombo District, for a period of nine months, from January to September 30, 1928, viz. :—

- (a) Ja-ela canal.
- (b) Old Hendala canal.
- (c) Canal from Negombo to Kammal.
- (d) Canal from Colombo to Pamunugama.

2. The work included in each canal will have to be separately tendered for and undertaken on separate agreements entered into by the District Engineer, Negombo, and the contractor on the basis of the accepted tendered rates.

3. Specifications, schedule of prices, and form of tender can be seen, and all information obtained from the Office of the District Engineer, Negombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Tenders (in the shape of a percentage "Off" or "On" the prices shown on the schedules of prices) must be submitted separately for each service given above on forms to be obtained from the Office of the District Engineer, Negombo, in duplicate, together with a copy of schedule of prices. The forms duly filled in, signed, and dated to be forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province North, Colombo, and the duplicate addressed to the District Engineer, Negombo, endorsed on the outside "Schedule of Rates for Maintenance of Ja-ela Canal, Old Hendala Canal, Canal from Negombo to Kammal, Canal from Colombo to Pamunugama" (as the case may be) so as to reach the offices of the foregoing officers on or before 12 noon on December 23, 1927.

5. The schedule of prices must not be altered in any way, but must be returned to the Provincial Engineer, Western Province North, unaltered, having been duly signed and dated, together with the form of tender. Any tender received by the Provincial Engineer unaccompanied by a signed copy of the schedule of prices will be rejected.

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

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

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, December 7, 1927.

TENDERS are hereby invited for the transport of materials, &c., from January, 1928, to September 30, 1928, to and from the under-mentioned places in the Negombo District :—

- (a) Between District Engineer's Office, Negombo, and Kotadeniya.
- (b) Between District Engineer's Office, Negombo, and Diwulapitiya.
- (c) Between District Engineer's Office, Negombo, and Minuwangoda.
- (d) Between District Engineer's Office, Negombo, and 8th mileposts, Colombo-Negombo road.
- (e) Between District Engineer's Office, Negombo, and any point on the Ja-ela-Kotadeniya road.
- (f) Between District Engineer's Office, Negombo, and any point on the Negombo to Toppu Bridge road.
- (g) Between District Engineer's Office, Negombo, and any point on the Ekala-Gampaha road.
- (h) Between District Engineer's Office, Negombo, and Madampelle Quarry.
- (i) Between Public Works Department Yard, Negombo, and Negombo Railway Station.
- (j) Between Public Works Department Yard, Negombo, and Negombo Railway Station. Take empty gunpowder cart from Public Works Department Yard to Railway Station, transport gunpowder to the Powder Magazine Negombo, and bring empty cart to Public Works Department Yard.

In respect of each of the above items, the following particulars should be given by each tenderer :—

Time required (number of days).

Rate for ironwork (per cwt. per mile).

Rate for other materials, per cwt. per mile.

Ironwork or other stores, weighing from over 28 lb. to 10 cwt. and under. Rate per mile per load of 10 cwt. or under.

Stores weighing 28 lb. and under. Rate for cooly transport per parcel of 28 lb. or under per mile.

Note.—(i.) For the purpose of this contract a single bullock cart load of light and bulky materials shall be deemed to weigh 10 cwt., and a full bullock cart load 20 cwt.

(ii.) The rates should include handling at both ends, loading and unloading into carts and railway waggons at the Goods Sheds, and stacking the stores, &c., at the different stores.

(iii.) Fractional parts of a cwt. under $\frac{1}{4}$ cwt. of articles weighing over 1 cwt. will not be taken into account for preparing vouchers for payment, when it is $\frac{1}{4}$ cwt. or less than $\frac{1}{4}$ cwt. it will be taken and accounted for as $\frac{1}{2}$ cwt., and when $\frac{1}{2}$ cwt. or less than 1 cwt. it will be taken and accounted for as a full one.

2. Tenders must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Negombo, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province North, Colombo, and the duplicate addressed to the District Engineer, Negombo, endorsed on the outside "Tender for Transport of Materials, Negombo District," so as to reach the offices of the foregoing officers on or before 12 noon on December 21, 1927.

3. Before any tender is accepted, the contractor will be required to sign a contract to execute and carry out the work in accordance with the general conditions therein set forth, and to deposit a sum of Rs. 50 for the due and faithful performance of the contract. The terms of the contract can be ascertained on reference to the Provincial Engineer, Western Province North, Colombo, or the District Engineer, Negombo.

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

5. 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 North, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

6. Government does not bind itself to accept the lowest or any of the tenders submitted, nor to give all the work to any one contractor.

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, December 7, 1927.

SCHEDULES of rates are hereby invited for certain additions to Police Court, Balapitiya.

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

3. The 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, Galle, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Galle, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Galle, endorsed on the outside "Schedules of Rates for Additions, Police Court, Balapitiya," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, January 6, 1928. All imported articles, such as cement, fittings for doors and windows, paint, guttering, &c., will be supplied free of charge to the contractor by the Department, and the rate submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

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

Public Works Office, R. G. BARTHOLOMEW,
Colombo, December 7, 1927. for Director of Public Works.

SCHEDULES of rates are hereby invited for building 4 rooms cooly lines, 121st mile, Tangalla-Matara road.

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

3. The 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, Hambantota, 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, Hambantota, in duplicate, duly signed and dated, and

forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Hambantota, endorsed on the outside "Schedules of Rates for Cooly Lines, Tangalla-Matara Road," so as to reach the offices of the foregoing officers on or before 12 noon on Tuesday, December 20, 1927. All imported articles, such as cement, Calicut tiles, iron bars, fittings for doors and windows, paint, &c., will be supplied free of charge to the contractor by the Department, and the rate submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

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

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, December 5, 1927.

SCHEDULES of rates are hereby invited for the construction of Forest Department Clerks' quarters, Haputale.

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

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 Provincial Engineer, Province of Uva, Badulla, or at the Office of the District Engineer, Diyatalawa, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Diyatalawa, endorsed on the outside "Schedule of Rates for the Construction of Forest Department Clerks' Quarters, Haputale, so as to reach the offices of the foregoing officers on or before 12 noon on January 10, 1928. The following imported materials will be supplied by Government:—Calicut tiles, cement, glass, putty, E. C. buckets, G. I. sheets, reinforcement for lintels, and C. I. ventilators, doors and window fittings, paint, oil. The rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

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

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

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

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, December 6, 1927.

SCHEDULES of rates are hereby invited for improvements of road at Bandarawela.

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

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 Provincial Engineer, Province of Uva, Badulla, or the District Engineer, Diyatalawa, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Diyatalawa, endorsed on the outside "Schedule of Rates for Improvements of Road at Bandarawela" so as to reach the offices of the foregoing officers on or before 12 noon on December 23, 1927. The following imported materials will be supplied by Government:—Steel, powder, fuze, cement, and all necessary tools. The rates quoted by the contractor should be omitting the value of the above-mentioned materials supplied by Government.

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

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

7. The accepted tenderer will be required to complete and hand over the works to the District Engineer, Diyatalawa, on or before a date to be agreed upon.

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, Province of Uva, Badulla, 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.

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, December 5, 1927.

SCHEDULES of rates are hereby invited for strengthening bridge No. 329 on 77th mile, Dikwella-Hangili-ela road.

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

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 Provincial Engineer, Province of Uva, Badulla, and that of the District Engineer, Badulla, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the Provincial Engineer,

Province of Uva, Badulla, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Badulla, endorsed on the outside "Schedule of Rates for Strengthening Bridge No. 329 on 77th Mile, Dikwella-Hangili-ela Road," so as to reach the offices of the foregoing officers on or before 12 noon on January 5, 1928. The following imported materials will be supplied by Government:—Cement, steel, blasting powder, fuze, 4-inch stoneware pipes. The rates quoted by the contractors should be omitting the value of the above-mentioned materials supplied by Government.

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

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

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

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

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, December 6, 1927.

TENDERS are hereby invited for services described in the schedule annexed. The area to be exploited for the purpose and further details are given in the schedule hereto.

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 Timber Supply, Eastern Division (South), 1927-28," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, January 17, 1928.

5. Tenders are to be made upon forms which will be supplied upon application at the Forest Office, Batticaloa. No tender will be considered unless it is on the recognized form, alterations must be initialled, otherwise the tender will be treated as informal and rejected.

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

7. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become sureties 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 necessary information can be ascertained, and the draft contract inspected, upon application at 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 a 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.

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

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

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

15. For any further information, application should be made to the Divisional Forest Officer, Eastern Division (South), Batticaloa.

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.

(1) Trees are to be felled within 18 inches from the ground by saw, or axe and saw combined.

(2) All and only such trees as are marked and stamped by the Forest Officer are to be felled.

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

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

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

(6) The work should commence as soon as possible after the tenders are settled and completed on or before July 31, 1928.

SCHEDULE.

Service "A."

To fell, log, bark, trim 100 halmilla trees (more or less) enumerated in Bothanakadu; bounded on the north by Damana fields, east by Yalpotta, south by Indigasara-aar; and on the west by Kumbukkan proposed reserve boundary line, in Akkaraipattu Range, Eastern Division (South); and to transport and deliver the logs stacked at Arugam Bay. Distance of transport is about 5 miles by forest road, and about 11 miles by cart road to Arugam Bay Depôt.

Service "B."

To fell, log, bark, trim 500 trees (more or less) of satin, halmilla, ranai, and milla enumerated in Bakmitiya forest; bounded on the north by Kalgoda-aar, east by Ritipita

forest, south by Galvala-aar, and on the west by Ramugaha-aar, in Akkaraipattu Range, Eastern Division (South); and to transport and deliver the logs stacked at Arugam Bay (distance of transport is from 12 to 16 miles by forest road, and from 13 to 15 miles by cart road to Arugam Bay Depôt) or at Lahugalla Forest Depôt (distance 12 to 16 miles by forest road and 1 to 4 miles by cart road), at the discretion of the Divisional Forest Officer.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, December, 6, 1927.

TENDERS are hereby invited for the construction of a pail latrine of 6 seats at Bogawantalawa, in Kandy District.

2. Tenders must be addressed to the Government Agent, Central Province, Kandy, and should reach the Kandy Kachcheri, not later than midday on December 20, 1927, the left hand top corner of the envelope must be marked "Tender for Bogawantalawa Latrine."

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

4. A deposit of Rs. 20 will be required to be made at the Kachcheri before a tender form is issued. Should any person whose tender is accepted decline to enter into the contract and bond, or fail to furnish approved security within seven days of receiving notice in writing from the Government Agent or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned to the tenderers.

5. The Government Agent does not bind himself to accept the lowest or any tender, and reserves to himself the right of accepting any tender.

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

R. M. DAVIES,
for Government Agent.
The Kachcheri,
Kandy, December 3, 1927.

TENDERS are hereby invited for the work of repairing the salt stores Nos. 1, 5, 8, 12, and 18 at Nachchikali.

2. The tender should be enclosed in a sealed envelope, on the left corner of which must be written the words "Tenders for repairing the Salt Stores Nos. 1, 5, 8, 12, and 18 at Nachchikali," and it should be sent to the Assistant Government Agent, Puttalam, so that he may receive it before 12 noon on December 19, 1927.

3. The intending tenderer should, before sending his tender to the Assistant Government Agent, deposit a sum of Rs. 10 at any Kachcheri under the head "Tender Forms," and should annex to his tender the receipt obtained for the deposit of the sum.

4. This sum of Rs. 10 will be held by the Assistant Government Agent as a security for the tenderer's entering into contract with him—in the event of his tender being accepted—for carrying out the work in a satisfactory manner, and it will be confiscated, if he fail to enter into such a contract within a reasonable time after his tender was accepted.

5. A duplicate of the tender should be forwarded by the tenderer by post to the Hon. the Controller of Revenue, Colombo.

6. The tenderer should name an address at Puttalam, where letters for him may be left or delivered.

7. The work should be completed within one month after the contract was entered into.

8. Further particulars may be obtained from the Assistant Government Agent, Puttalam.

O. S. EDERESINGHE SILVA,
for Assistant Government Agent.
The Kachcheri,
Puttalam, November 30, 1927.

SALES OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following property of long-sentenced prisoners will be sold by public auction at the Galle Prison premises on Monday, December 19, 1927, at 11 A.M. :—

27 sarongs
16 white cloths
14 white banians
17 handkerchiefs
2 white towels
8 shirts
20 cloth belts
3 leather belts
4 pieces of cloths
9 white coats
3 coloured coats
11 gauze banians
2 chintz cloths
2 wooden coat buttons
1 umbrella
5 yellow robes
1 saree cloth
2 white undergowns
1 piece of flannel
1 white jacket
5 white metal studs
8 yellow metal studs

7 white metal coat buttons
1 pair yellow metal earrings
1 pair rubber shoes
3 pairs socks
2 trousers
1 white body
2 pairs black shoes
1 rubber belt
2 felt hats
4 shop studs
3 coloured cloths
1 leather purse
1 coloured banian
1 pair brass links
7 brass coat buttons
1 coloured tie
6 iron keys
1 white metal toothpick
1 white metal earpick
1 velvet purse
1 hawariya
1 roll gold tie pin

Galle Prison,
December 3, 1927.

K. VAITHIANATHAN,
Superintendent.

NOTICE is hereby given that the following unserviceable articles belonging to Mahara Prison will be sold by public auction at 9 A.M. on Monday, December 19, 1927, at Mahara prison premises :—

14 cots, wooden.
2 racks, wooden.
5 trays, rice cooling.

Mahara Prison,
November 29, 1927.

J. LAMBERT,
Superintendent

NOTICE is hereby given that the following unserviceable articles will be sold at this office on Saturday, December 10, 1927, at 11 A.M. :—

20 side-tip wagons, 2 cubic yard capacity, exclusive of wheels, axles, and axle-boxes.
3 padda boats, 2 lying at North Lock, Grandpass, and 1 lying in Kelani river at Ambatale.

E. C. HILMAN,
Acting Divisional Irrigation Engineer.

Flood Schemes Office, Kolonnawa,
Colombo, November 29, 1927.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended December 3, 1927.

Births.—The total births registered in the city of Colombo in the week were 171 (1 European, 10 Burghers, 96 Sinhalese, 22 Tamils, 24 Moors, 7 Malays, and 11 Others). The birth rate per 1,000 per annum (calculated on the estimated population on July 1, 1927, viz., 261,793) was 34.1, as against 37.4 in the preceding week, 29.2 in the corresponding week of last year, and 31.1 the weekly average for last year.

Deaths.—The total deaths registered were 138 (1 European, 6 Burghers, 69 Sinhalese, 31 Tamils, 21 Moors, 2 Malays, and 8 Others). The death rate per 1,000 per annum was 27.5, as against 25.5 in the previous week, 29.6 in the corresponding week of last year, and 28.7 the weekly average for last year.

Infantile Deaths.—Of the 138 total deaths, 31 were of infants under one year of age as in the preceding week, against 40 in the corresponding week of the previous year, and 32 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 12.

Principal Causes of Death.—1. (a) Eighteen deaths from *Phthisis* were registered, 6 in Maradana hospitals (including 4 deaths of non-residents), 3 each in Kotahena North and Maradana North, and 1 each in St. Paul's, San Sebastian, Kotahena South, New Bazaar, Maradana South, and Wellawatta South, as against 8 in the previous week, and 11 the weekly average for last year.

(b) Two deaths of residents of Colombo town occurred at the Tuberculosis Hospital, Ragama, during the week.

2. (a) Fifteen deaths from *Pneumonia* were registered, 5 in Maradana hospitals (including 1 death of a non-resident), 3 each in Maradana South and Slave Island, and 1 each in San Sebastian, New Bazaar, Maradana North, and Wellawatta North, as against 18 in the previous week, and 18 the weekly average for last year.

(b) Two deaths from *Influenza* were registered, 1 each in New Bazaar and Kollupitiya, as against 6 in the previous week, and 6 the weekly average for last year.

(c) One death from *Bronchitis* was registered in Maradana hospital. The number registered in the previous week was also 1, and the weekly average for last year was 5.

3. One death from *Enteric Fever* was registered in Slave Island. The number registered in the previous week was also 1, and the weekly average for last year was 3.

4. Sixteen deaths were registered from *Debility*, 8 from *Infantile Convulsions*, 4 each from *Diarrhoea* and *Enteritis*, 3 each from *Dysentery* and *Worms*, 2 from *Puerperal Septicaemia*, and 61 from *Other Causes*.

5. Five cases of *Chickenpox*, 4 of *Enteric Fever*, and 1 of *Smallpox* (in Port) were reported during the week, as against 13, 4, and nil, respectively, of the preceding week. No cases of *Measles* or *Plague* were reported during the week. 1 case of *Measles* and 1 of *Plague* were reported in the preceding week.

State of the Weather.—The mean temperature of air was 79.7°, against 79.4° in the preceding week, and 79.5° in the corresponding week of the previous year. The mean atmospheric pressure was 29.945 in., against 29.924 in. in the preceding week, and 29.903 in. in the corresponding week of the previous year. The total rainfall in the week was 1.68 in., against nil in the preceding week, and 2.09 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, December 6, 1927.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE WAGOLLA ESTATES, LIMITED.

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1. The name of the Company is "THE WAGOLLA ESTATES, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
- (a) To purchase, take on lease or exchange, or otherwise acquire estates, plantations, and lands of any kind in the Island of Ceylon or elsewhere, or any share or shares thereof whether reclaimed or unreclaimed, and to pay for the same either wholly or partly in cash or in shares, bonds, debentures, or other securities of the Company and to reclaim, fell, clear, plant, manage, improve, develop, or otherwise turn to account or sell, lease, dispose of, or deal with all or any part of these estates, plantations, and lands, and especially but without prejudice to said generality to acquire and take over Wagolla estate in the Kegalla District of the Island of Ceylon.
 - (b) To carry on in Ceylon or elsewhere the business of growers and manufactures of and dealers in tea, rubber, and other Ceylon produce.
 - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
 - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (g) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
 - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise and to lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places, and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconut, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.

- (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promisory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promisory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z1) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z3) 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.
- (z4) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
IAN W. AITKEN, Colombo	One
D. C. SENANAYAKE, Colombo	One
F. O. FRANCILLON, Colombo	One
H. HOPWOOD, Colombo	One
SYDNEY JULIUS, Colombo	One
W. K. S. HUGHES, Colombo	One
G. T. HALE, Colombo	One
Total Shares taken	Seven

Witness to all the above signatures at Colombo, this Seventeenth day of November, 1927:

JOS. F. MARTYN,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE WAGOLLA ESTATES, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire Wagolla estate, it shall be no objection that the vendors are in a fiduciary position to the Company, or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

9. If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the shares.

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares, except when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion as nearly as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight per centum per annum.

TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred, and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty cents or such other sum as the Directors shall from time to time

determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder (not being one of several joint holders) shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

65. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends,

and to elect Directors and Auditors in place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

76. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him up to ten shares he shall have an additional vote for every ten shares held by him beyond the first ten shares up to one hundred shares and he shall have an additional vote for every hundred shares held by him beyond the first hundred shares. When voting on a resolution involving the winding up of the Company, every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

The Wagolla Estates, Limited.

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

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

83. 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.

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. F. O. Francillon and H. Hopwood, both of Colombo, and Mr. D. C. Senanayake of Colombo, who will join the board after allotment. The first Directors shall hold office till the first Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

91. 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.

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company or trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

or being a member of a firm who are agents or secretaries, solicitors, or brokers of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

102. The Directors shall have power to carry into effect the acquisition of the said Wagolla estate and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

103. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 121 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

106. 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.

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

113. 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.

114. 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.

115. 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.

116. 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.

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

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

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

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

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

AGENTS AND SECRETARIES.

121. The firm of Aitken Spence and Company shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

122. The Agent or Secretary or the Agents or Secretaries for the time being, or if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

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

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

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

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

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

128. 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.

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

AUDIT.

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

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

132. 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.

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

137. 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.

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

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

140. Any General Meeting declaring a dividend or bonus may resolve that such dividend or bonus be paid wholly or in part by means of draft 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 paid-up shares, debentures, or debenture stock of any other company or in any one or more of such ways; any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

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

142. 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.

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

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

145. 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.

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

NOTICES.

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

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

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

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

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148 shall not be entitled to be given any notices.

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

EVIDENCE.

153. 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.

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

155. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

IAN W. AITKEN, Colombo.

D. C. SENANAYAKE, Colombo.

F. O. FRANCILLON, Colombo.

H. HOPWOOD, Colombo.

SYDNEY JULIUS, Colombo.

W. K. S. HUGHES, Colombo.

G. T. HALE, Colombo.

Witness to the above signatures, at Colombo, this Seventeenth day of November, 1927 :

[First Publication]

JOS. F. MARTYN,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF INCHLEY, LIMITED.

1. The name of the Company is "INCHLEY, LIMITED."

2. The registered office of the Company is to be established in Colombo.

The objects for which the Company is to be established are :—

- (a) To acquire and hold shares, stocks, debentures, debenture stocks, bonds, obligations, and securities issued or guaranteed by any company constituted or carrying on business in the Island of Ceylon or elsewhere and debentures, debenture stock, bonds, obligations, and securities issued or guaranteed by any Government, public body or authority supreme, Municipal, local, or otherwise and whether in Ceylon or elsewhere.
- (b) To acquire any such shares, stocks, debentures, debenture stocks, bonds, obligations, or securities by original subscription, tender, purchase, exchange, or otherwise and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
- (c) To issue debentures, debenture stocks, bonds, obligations, and securities of all kinds and to frame, constitute, and secure the same as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise and either perpetual or terminable and either redeemable or otherwise, and to charge and secure the same by trust deed or otherwise on the undertaking of the Company or on any specific property or rights, present or future, of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
- (d) To facilitate and encourage the creation, issue, or conversion of shares, stocks, debentures, debenture stocks, bonds, obligations, and securities and to act as trustees in connection therewith and to take part in the conversion of business concerns and undertakings into companies and the amalgamation, reconstruction, and promotion of companies.
- (e) To take part in the management, supervision, or control of the business or operations of any company or undertaking and for that purpose to appoint and remunerate any Directors, Accountants, or other experts or agents and to act as the Managing Agents or Managers of any company or undertaking.
- (f) To carry on any other business, which may seem to the Company capable or being conveniently carried on in connection with any of the above or calculated, directly or indirectly to enhance the value of, or render profitable, any of the Company's property or rights.
- (g) To lend money either with or without security and generally to such persons and upon such terms and conditions as the Company may think fit.
- (h) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property, or rights.
- (i) To constitute any trusts with a view to the issue of preferred, deferred, or other stocks and securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust and to settle and regulate and, if thought fit, to undertake and execute any such trusts and to issue, dispose of, or hold any such preferred, deferred, or other stocks or securities.
- (j) To act as agents for the investment, loan, payment, transmission, and collection of money and for the purchase, sale, and improvement, development, and management of property, including business concerns and undertakings, and generally to transact all kinds of agency business whether in respect of agricultural, commercial, or financial matters.
- (k) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations or securities.
- (l) To acquire and undertake all or any part of the business, property, and liabilities of any person or company carrying on any business which this Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
- (m) To enter into partnership, or into any arrangement for sharing profits or losses or into any union of interests, joint adventure, reciprocal concession, or co-operation with any person or persons or company or companies carrying on or engaged in or about to carry on, or engage in or being authorized 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.
- (n) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any immovable or movable property and any rights or privileges 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.
- (o) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and in particular for shares, debentures, or securities of any other company having objects altogether, or in part similar to those of this Company.
- (p) To promote any 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.
- (q) To invest and deal with moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (r) To undertake and execute any trusts the undertaking of which may seem to the Company desirable and either gratuitously or otherwise.
- (s) To draw, make, accept, discount, execute, and issue bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments or securities.
- (t) To do all or any of the above things either as principals, agents, trustees, contractors, or otherwise and either alone, or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

And it is hereby declared that the word "Company," save when used in reference to this Company, in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and the intention is that the objects specified in any paragraph of this clause shall, except when otherwise expressed in such paragraph, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph.

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 One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
M. J. HARDING, Colombo	One
A. E. ILLINGWORTH, Colombo	One
H. D. THORNTON, Colombo	One
L. HOPES HEELIS, Colombo	One
W. K. S. HUGHES, Colombo	One
G. T. HALE, Colombo	One
SYDNEY JULIUS, Colombo	One
Total shares taken	Seven

Witness to all the above signatures at Colombo, this 31st day of October, 1927 :

JOS. F. MARTYN,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF INCHLEY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

9. If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the shares.

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares except when otherwise provided shall first be offered by the Directors to the Shareholders in proportion as nearly as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any rights, privileges, property, assets, estates, or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such rights, privileges, property, assets, estates, or lands, or as remuneration for work done for or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

each Shareholder shall pay the amount of every call so made to the persons and at the time and place appointed by the Directors.

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

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

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding however, eight per centum per annum.

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder not being one of several joint Shareholders shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum, on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

REFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Twenty-five thousand (Rs. 25,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

Inchley, Limited.

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

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

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

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

DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least Ten fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors, but an alternate Director appointed under Article 100 does not require to be qualified under this Article.

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

88. The first Directors shall be Messrs. H. D. Thornton and S. Julius, both of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

100. Each Director shall have power to nominate any person to act as alternate Director in his place during his absence from Ceylon or inability to act as such Director and at his discretion to remove such alternate Director. The appointee while he holds office as alternate Director shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director, and the alternate Director shall (save and except that he shall not require any qualification) be subject in all respects to the terms and conditions existing with reference to the other Directors, and each alternate Director while acting in the place of an absent Director shall exercise and discharge all the duties of the Director he represents. Any appointment so made may be revoked at any time by the appointor, and any appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary of the Company or sent to or left at the registered office of the Company. If the Director making any such appointment shall cease to be a Director the person appointed by him shall thereupon cease to have any power or authority to act as an alternate Director. A Director who ceases to ordinarily reside in Ceylon or who is absent from Ceylon for a period of six consecutive months shall thereby cease to have any power or authority as a Director save only that such absent Director shall have the power to appoint an alternate Director to hold his seat on the board under this Article so long as such absent Director does not cease to be a Director under Articles 90, 98, 99, or 103.

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Agent, or Secretary of the Company or Trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 98.

No Director shall be disqualified from holding office by reason of entering into any contract with, or doing any work for the Company, or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being agent, or secretary, or solicitor, or being a member of a firm who are agents or secretaries or solicitors of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract work or business.

POWERS OF DIRECTORS.

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

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

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

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

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

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

109. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the

part of the Secretaries, in the event of a firm or registered company being the Secretaries, being signified by a partner or duly authorized manager, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such Secretaries.

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

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

PROCEEDINGS OF DIRECTORS.

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

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

113. 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.

114. 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.

115. 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.

116. 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.

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

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

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

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

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

ACCOUNTS.

121. The Agent or Secretary, or the Agents or Secretaries, for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner as the registered office of the Company, as the Directors think fit.

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

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

124. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting.

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

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

127. 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.

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

AUDIT.

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

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

131. 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.

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

136. 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.

137. The Directors may from time to time pay to the Shareholders such interim dividends as in their judgment the position of the Company justifies.

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

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

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

141. 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 however.

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

143. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

144. 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.

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

NOTICES.

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

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

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

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

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

151. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148 shall not be entitled to be given any notices.

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

EVIDENCE.

153. 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.

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

155. If the Company shall be wound up whether voluntarily or otherwise the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid or preference, in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid or part paid or preference any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section 6 of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section 6 of section 192 of the aforesaid Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

M. J. HARDING, Colombo.

A. E. ILLINGWORTH, Colombo.

H. D. THORNTON, Colombo.

L. HOPES HEELIS, Colombo.

W. K. S. HUGHES, Colombo.

G. T. HALE, Colombo.

SYDNEY JULIUS, Colombo.

Witness to the above signatures at Colombo, this 31st day of October, 1927:

[Third Publication.]

JOS. F. MARTYN,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE GONAWELLA (CEYLON) TEA COMPANY, LIMITED.

Allocation

1. The name of the Company is "THE GONAWELLA (CEYLON) TEA COMPANY, LIMITED."

2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—

- (a) To purchase the Gonawella estate, situate in the Kandy District, Ceylon.
- (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
- (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
- (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
- (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
- (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory, erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world, agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates, and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities, of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.

- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate, or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Eight hundred thousand Rupees (Rs. 800,000) divided into Eighty thousand (80,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. F. ROE, Colombo	One
R. J. HARTLEY, Colombo	One
A. W. HARRISON, Colombo	One
LIONEL BRAY, Colombo	One
F. H. LAYARD, Colombo	One
P. L. SCHUBERT, Colombo	One
SYDNEY JULIUS, Colombo	One
W. K. S. HUGHES, Colombo	One
Total Shares taken	Eight

Witness to all the above signaturer, at Colombo, this 22nd day of November, 1927 :

C. H. S. BLATCH,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF GONAWELLA (CEYLON) TEA COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire Gonawella estate it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is Eight hundred thousand Rupees (Rs. 800,000), divided into 80,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

9. If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the shares.

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares, except when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion to the as nearly as possible existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding however eight per centum per annum.

TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents or such other sum as the Director shall from time to

time determine must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder, not being one of several joint holders, shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

64A. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Gonawella (Ceylon) Tea Company, Limited.

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

A witness my hand this _____ day of _____, One thousand Nine hundred and _____.

83. 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.

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. F. F. Roe of Colombo, J. W. Bennett of Kotmale, and F. H. Layard of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

91. 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.

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Manager, Managing Director, Visiting Agent, Superintendent, Agent or Secretary of the Company or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.

- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of three consecutive months.

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being agent, or secretary, or solicitor, or broker, or being a member of a firm who are agents or secretaries, solicitors, or brokers, of the Company; nevertheless, he shall disclose to the Directors his interest in any contract, work, or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

102. The Directors shall have power to carry into effect the acquisition of the said Gonawella Estate, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

103. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors, subject to the provisions of Article No. 121, for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

106. 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.

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.

- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

113. 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.

114. 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.

115. 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 performed 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.

116. 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.

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

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

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

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

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

AGENTS AND SECRETARIES.

121. The firm of Gordon Frazer and Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

122. The Agent or Secretary or the Agents or Secretaries, for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

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

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

125. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable

against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

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

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

128. 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.

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

AUDIT.

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

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

132. 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.

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

137. 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.

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

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

140. Any General Meeting declaring a dividend or bonus may resolve that such dividend or bonus be paid wholly or in part by means of drafts or cheques on London or by the distribution of specific assets, and in particular of paid-up shares, debentures, or debenture stock of the Company, or paid-up shares, debentures, or debenture stock of any other company, or in any one or more of such ways; any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital, and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

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

142. 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.

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

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

145. 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.

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

NOTICES.

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

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

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

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

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148, shall not be entitled to be given any notices.

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

EVIDENCE.

153. 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.

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

155. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitration as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

F. F. ROE, Colombo.
 R. J. HARTLEY, Colombo.
 A. W. HARRISON, Colombo.
 LIONEL BRAY, Colombo.
 F. H. LAYARD, Colombo.
 P. L. SCHUBERT, Colombo.
 SYDNEY JULIUS, Colombo.
 W. K. S. HUGHES, Colombo.

Witness to the above signatures, at Colombo, this 22nd day of November, 1927:

[Second Publication.]

C. H. S. BLATCH,
 Proctor, Supreme Court Colombo.

**MEMORANDUM OF ASSOCIATION OF THE NELLIAMPATHY HILLS (COCHIN)
ESTATES COMPANY, LIMITED.**

Publication

The name of the Company is "THE NELLIAMPATHY HILLS (COCHIN) ESTATES COMPANY, LIMITED."

2. The registered office of the Company is to be established in Colombo.

3. The objects for which the Company is to be established are—

- (a) To purchase, take on lease or exchange, or otherwise acquire estates, plantations, and lands of any kind in the Island of Ceylon or elsewhere or any share or shares thereof whether reclaimed or unreclaimed, and to pay for the same either wholly or partly, in cash or in shares, bonds, debentures, or other securities of the Company and to reclaim, fell, clear, plant, manage, improve, develop, or otherwise turn to account or sell, lease, dispose of, or deal with all or any part of these estates, plantations, and lands and especially but without prejudice to said generality to acquire and take over Manalaroo, Poothupara, Lily, and Karady Mulla in the State of Cochin in India.
- (b) To carry on in India, Ceylon, or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Indian and Ceylon produce.
- (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, or privileges, in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
- (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in India, Ceylon, or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in India, Ceylon, or elsewhere.
- (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
- (g) To enter into any arrangement or agreement with Governments or any authorities and obtain rights, concessions, and privileges.
- (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
- (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in India, Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in India, Ceylon, or elsewhere, and generally to undertake the business of estate agents in India, Ceylon, and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or, for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.

- (g) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits, union of interests, or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in India, Ceylon, or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stocks of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly the other.
- (z 4) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 2,000 cumulative preference shares of Rs. 100 each, and 80,000 ordinary shares of Rs. 10 each with power to increase or reduce the capital. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of $7\frac{1}{2}$ per cent. per annum on the capital for the time being paid up thereon and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original, increased, or reduced) of the Company other than the said preference shares may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

6. The profits of the Company of each year, which it shall from time to time be determined to distribute, shall (subject to the provisions of clauses 5 and 8 hereof) be applied in the manner and order following:—

- (1) In payment of a fixed cumulative preferential dividend of $7\frac{1}{2}$ per cent. per annum on the capital for the time being paid up on the said preference shares.
- (2) The balance of the remaining profits shall be divided among the holders of ordinary shares in proportion to the amount paid on the shares held by them.

7. In a winding up voluntary or otherwise, the assets available for distribution amongst the members shall be applied:—

- (1) To the payment off of the capital paid up on the said preference shares with the arrears of dividend thereon whether declared or not up to the commencement of the winding up.
- (2) To the payment off of the capital paid up on all the remaining shares and any dividend on the said shares up to the date of winding up in accordance with the Articles of Association.
- (3) To the division among the Shareholders, other than the holders of the cumulative preference shares aforesaid, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividend as provided in sub-sections (1) and (2) hereof.

8. The rights for the time being attached to the said preference shares may be modified or dealt with in the manner mentioned in clauses 51 and 155 of the accompanying Articles of Association but not otherwise. and those clauses shall be deemed to be incorporated herein and have effect accordingly.

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. A. ATKINSON, Colombo	One
F. A. W. MITCHELL, Colombo	One
W. S. FLINDALL, Colombo	One
P. J. PARSONS, Colombo	One
SYDNEY JULIUS, Colombo	One
W. K. S. HUGHES, Colombo	One
G. T. HALE, Colombo	One
Total Shares taken	Seven

Witness to the above signatures, at Colombo, this Twenty-sixth day of November, 1927:—

JOS. F. MARTYN,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF THE NELLIAMPATHY HILLS (COCHIN) ESTATES COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire Manalaroo, Poothupara, Lily, and Karady Mulla estates it shall be no objection that the vendor is in a fiduciary position to the Company or that there is no independent Board of Directors nor shall any claim be made on the vendor on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 2,000 cumulative preference shares of One hundred Rupees (Rs. 100) each and 80,000 ordinary shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct; provided, however, that such new shares shall have no preferential rights over the 2,000 cumulative preference shares above referred to.

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

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

SHARES.

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

9. If by the conditions of allotment of any share the whole or part of the amount thereof shall be payable by instalments, every such instalment shall, when due, be paid to the Company by the holder of the shares.

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares except when otherwise provided shall first be offered by the Directors to the Shareholders in proportion as nearly as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company and that without offering the shares so allotted to the Shareholders.

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company, shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting; provided, however, that such new share shall have no preferential rights over the 2,000 cumulative preference shares above referred to.

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

25. The Directors may at their discretion receive from any of the Shareholders willing to advance the same, and upon such terms as they think fit, all or any part of the moneys uncalled upon their respective shares beyond the sums actually called up; and upon the moneys so paid in advance, or upon so much thereof as from time to time and at any time thereafter exceeds the amount of the calls then made upon, and due in respect of the shares in respect of which such advances have been made, the Board may pay or allow interest at such rate as the Shareholders paying such sums in advance and the Directors may agree upon, not exceeding, however, eight per centum per annum.

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder not being one of several joint-holders shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

43. The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit as they shall think fit, not being less than nine per centum per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 40 hereof, shall be redeemable after sale or disposal.

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

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

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

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

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

PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company, may from time to time, by special resolution determine, provided that no such shares shall have any preference over the 2,000 cumulative preference shares above referred to.

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

64a. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

provided; and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which such poll shall have been demanded shall be entitled to a casting vote in addition to any votes to which he may be entitled as a Shareholder or proxy or attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

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

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

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

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

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

The Nelliampathy Hills (Cochin) Estates Company, Limited.

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

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

83. 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.

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. G. A. Atkinson, S. Julius, P. J. Parsons of Colombo, Geo. Brown of Kandy, and C. Lumsden Egan of Cochin, who will join the Board after allotment. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

91. 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.

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company, or Trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to have his ordinary place of residence in, or is absent from India or Ceylon, for a period of three consecutive months.

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being agent, or secretary, or solicitor, or broker, or being a member of a firm who are agents, or secretaries, solicitors, or brokers of the Company; nevertheless, he shall disclose to the Directors his interest in any contract, work, or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

102. The Directors shall have power to carry into effect the acquisition of the said Manalaroo, Poothupara, Lily, and Karady Mulla estates and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

103. The business of the Company shall be managed by the Directors, either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company, to be appointed by the Directors subject to the provisions of Article No. 121 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

106. 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.

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

113. 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.

114. 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.

115. 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.

116. 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.

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

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

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

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

120. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular transaction or occurrence of the proceedings and other matters

purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

AGENTS AND SECRETARIES.

121. The firm of Darley, Butler and Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

122. The Agent or Secretary, or the Agents or Secretaries, for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company, as the Directors think fit.

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

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

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

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

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

128. 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.

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

AUDIT.

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

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

132. 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.

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

137. 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.

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

139. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same on fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for

equalizing dividends, or for working the business of the Company, or for repairing, maintaining, or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

140. Any General Meeting declaring a dividend or bonus may resolve that such dividend or bonus be paid wholly or in part by means of drafts or cheques on London or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company, or paid-up shares, debentures, or debenture stock of any other Company, or in any one or more of such ways; any General Meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend (or representing premiums received on the issue of shares and standing to the credit of the share premium account) be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Rs. 10 may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors.

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

142. 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.

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

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

145. 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.

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

NOTICES.

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

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

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

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

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148, shall not be entitled to be given any notices.

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

EVIDENCE.

153. 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.

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

155. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may, with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company, either ordinary, fully paid, part paid, or of preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the 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 hereto set and subscribed their names, at the places and on the dates hereafter written:

G. A. ATKINSON, Colombo.

F. A. W. MITCHELL, Colombo.

W. S. FLINDALL, Colombo.

P. J. PARSONS, Colombo.

• SYDNEY JULIUS, Colombo.

W. K. S. HUGHES, Colombo.

G. T. HALE, Colombo.

Witness to the above signatures, at Colombo, this Twenty-sixth day of November, 1927:

[Second Publication.]

JOS. F. MARTYN,
Proctor, Supreme Court.

Nugatalawa Tea Company, Limited.

NOTICE is hereby given that the First General Meeting of the Company will be held at Nugatalawa Factory, Bandarawela, on Wednesday, December 21, 1927, at 10 A.M.

By order of the Directors,

Colombo, December 8, 1927. CARSON & CO., LTD.,
Agents and Secretaries.

- (4) To appoint Auditors for the current year.
(5) Any other business.

The Transfer Books of the Company will be closed from December 15 to December 22, 1927.

By order of the Directors,

ARTHUR E. EPHRAUMS & Co.,
Colombo, December 6, 1927. Agents and Secretaries.

The Colombo Pharmacy Company, Limited.

NOTICE is hereby given that the Fifteenth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, 27, Upper Chatham street, Colombo, on Thursday, December 22, 1927, at 2 noon.

Business.

- (1) To receive the report of the Directors and accounts for the year ended September 30, 1927.
- (2) To declare a dividend.
- (3) To elect a Director.

Auction Sale.

Excellent Building Sites in Jawatta Road.

D. C. No. 1,571 (Guardian).

ON instructions received from the curator of the estate of Ivor Don Carolis, and with leave of court, we shall offer for sale by public auction on Monday, December 19, 1927, at 4.30 P.M., at the spot, at 16, Jawatta road, five excellent building sites, facing a 30-foot roadway, in close proximity to the Government bungalows and almost opposite the Fraser Memorial Home; also a small bungalow and building site facing Jawatta road.

Capitalists should not miss this chance of securing a really first class building site in a popular area.

A. Y. DANIEL & SON,
Auctioneers and Brokers.

19, Baillie street, Fort,
Phone: 289. Telegrams: "Lions."

Auction Sale. 24/12/27

In the District Court of Colombo.

E. J. Baxter of Messrs. Boustead Bros., Colombo. Plaintiff.

No. 19,804.

Vs.

(1) R. P. Cooke, wife of (2) J. W. S. Cooke, both of Bambalapitiya Defendants.

BY virtue of a commission issued to me in the above case, I shall offer for sale the above property by public auction on Friday, December 26, 1927, at 5 p.m., at the spot:—

All that allotment of land with the buildings thereon marked N. 6 of the land called Juniwatta, now called Frankfort House, situated at Bambalapitiya, in the District of Colombo, Western Province, bearing Municipal assessment No. 41; bounded on the north by a reservation for a road, on the east by lot 4 allotted to Fanny Salina, the 4th plaintiff in D. C., case No. 22,439, south by the property bearing assessment No. 42, west by lot 3 allotted to Nancy Agnes Maud Perera, the 2nd defendant; containing in extent 1 rood and 39.5 perches. For deeds, &c., please apply to P. Cassius Jansz, Proctor, Supreme Courts, Colombo.

R. G. KOEEMAN,
of JENSEN & CO.,

'Phone : 733.

Auctioneers and Brokers.

Auction Sale under Mortgage Decree in Case
No. 23,210, D. C., Colombo. 23/12/27

BY virtue of commission issued to me in the above case, I shall sell by public auction on Saturday, January 7, 1928, at 4 p.m., at the spot for the recovery of the sum of Rs. 2,045, further interest and costs, the following property, to wit:—All that allotment of land called Etambagahakurunduwatta, marked letter B in the plan thereof, together with all the trees, plantations, and the buildings thereon, situated at Boltigala in the Adikari pattu of Siyana Kowale, in the District of Colombo, bounded on the north by the property belonging to the estate of the late Harry Dias, east by the dewata road and by the 3/12 portion of this land allotted to N. Dona Nonohamy and others, south by high road to Biyagama and by 2/12 portion of this land allotted to N. Don Pioris and others, and on the west by 2/12 portion of this land allotted to N. Don Pioris and others; in extent 3 acres 1 rood and 4 5/12 perches according to survey plan No. 494 dated December 19, 1908, made by D. A. Jayawardana, Surveyor.

W. D. E. ABRAHAM,
Auctioneer and Broker.

1, Hulftsdorp, Colombo.

Auction Sale. 23/12/27

In the District Court of Galle.

Insolvency No. 556.

I SHALL offer for sale by public auction at the Hikkadua Resthouse on Saturday, December 17, 1927, commencing at 1 p.m., the following immovable property, viz.:—

- (1) $\frac{1}{4}$ share of the portion of land in which Sarukkalige Babonis resided, together with $\frac{1}{4}$ of the boutique at Deegala in Dodanduwa.
- (2) $\frac{1}{4}$ share of all these three contiguous allotments Totabodawatta, Nugegahawatta, and Carawita at Paelia.
- (3) $\frac{1}{49}$ share of Kadurugahaliadde at Mahaweliyaye.
- (4) $\frac{1}{12}$ share of Mahagepola at Mahaweliyaye.
- (5) $\frac{1}{40}$ share of Piaddecumbure at Kaludampe.
- (6) $\frac{1}{108}$ share of Gorakagahawatta at Kaludampe.
- (7) $\frac{1}{4}$ share of the land in which Vitarage Sanonas' husband resided at Deegala.

(8) $\frac{1}{9}$ share of Maggonewatta at Gonapinnala.(9) $\frac{1}{2}$ share of Wellebodawatta marked letter B; and

(10) All that land called Wellebodawatta, both situated at Dodanduwa.

H. W. WEERASINGHE,
Licensed Auctioneer.

Galle, December 7, 1927.

Auction Sale. 4/12/27

In the District Court of Jaffna.

Nagamamah, widow of Sithamparappillai Chellappah,
of Vaddukkoddai East Plaintiff.

No. 21,786.

Vs.

- (1) Valliammai, widow of Visuvanathar Thambippillai,
- (2) Valliammai, widow of Ampalavanar Kathiravelu,
- (3) Thambippillai Nagalingam, all of Chanknai, and
- (4) Sankarappillai Arunasalam of Vaddukkoddai East Defendants.

IN terms of the commission dated November 26, 1927, issued by the District Court of Jaffna to recover the sum of Rs. 689, with interest on Rs. 500 at the rate of 8 per cent. per annum from August 10, 1926, till payment in full, and costs Rs. 152.08, poundages, and charges, the following decreed property will be sold by public auction at the spots on Wednesday, January 4, 1928, commencing at 10 A.M.:—

1. An undivided half share of a piece of land situated at Changanai in Changanai parish, Valigamam West division of the Jaffna District, Northern Province, called Malappai, containing or reputed to contain in extent 10 lachams v. o. with palmyras; bounded or reputed to be bounded on the east by property of Paramapathyammah, daughter of Vallipuram, and sisters; on the north by property of Chellappah Marimuttu and shareholders, on the west by the property of Sethupillai, wife of Sinnappu, and on the south by the property of Murukesa-aayar Kurumoorthyaiyar.

2. A piece of land situated at Changanai aforesaid, called Malappaivalawu, containing or reputed to contain in extent 5 lachams v. o., with houses, well, and cultivated and spontaneous plants; bounded or reputed to be bounded on the east by the property of Chellammah, wife of Nagalingam, and lane, on the north by property of Arunasalam Thambu and shareholders, on the west by the property of Chelliah Marimuttu and shareholders, and on the south by property of Paramapathyammah, daughter of Vallipuram.

J. P. KANTHYAH, Deputy Fiscal,
Commissioner.

Jaffna, December 6, 1927.

Auction Sale under Mortgage Decree. 36/12/27

Paddy Lands in Chenkapadukandam at Nindoor in
Karavakupattu, in the District of Batticaloa.

UNDER decree entered and by virtue of commission issued to us from the District Court of Batticaloa in case No. 6,151, we shall sell by public auction the following property on Monday, January 9, 1928, beginning from 9 A.M.:

- (1) An undivided one-half share of a paddy land composed of three contiguous allotments, namely, the southern share of Periavelly, the northern share called Athuvayal and Kudierupuputti, all forming into one block, situated at Periavelly in Chenkapadukandam at Nindoor in Karavakupattu, District of Batticaloa, Easterr

Province; which entire block is bounded on the north by Udayarvely Vettuvaikal, east by the land Ibraimpady and others, Palayavelykal and the property described below as (2), south by Oluvilvely and Palayamadathuvely, and west by the common dam of Palayamadathuvely, Muthettuvely, and Athuilavisam; and containing in extent 46 acres 2 roods and 27 perches, together with the outlets, inlets, and all rights.

(2) The contiguous allotments of lands bearing Nos. P 48 and Q 48, both forming into one block, situated at Chengapadakandam in Nindoor in Karavakupattu, in the District of Batticaloa, Eastern Province; which entire block is bounded on the north by Vaikal Pethanavayal belonging to Ismalevvai Marakair and Mullakaranvayal, east by Vaikal and land described in plan No. 61,064, south by Oluvilvely and the property described above as (1), west by property described above as (1); and containing in extent 7 acres 3 roods and 7 perches, together with the outlets, inlets, and all the right and title thereto.

VINASITHAMBY & SELVANAYAGAM,
Auctioneers and Brokers.

Batticaloa, December 5, 1927.

Auction Sale.

In the District Court of Kurunegala.

Tennakoon Müdiyanselage Werthelis Appuhamy of
Boyawalana. Plaintiff.

No. 10,911. Vs.

Mohamado Lebbe Segu Ali of Puskoladeniya in
Dambadeni Udukaha korale west 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 amounts stated therein, I shall sell by public auction the following property hereinafter declared bound and executable under the said decree on Thursday, December 22, 1927, commencing at 4 P.M., on the first land herein below:

1. An undivided $\frac{1}{2}$ share of the contiguous land called Batalawatta and Nagahamulawatta, both of 1 acre in extent, together with all the plantations and everything standing thereon.

2. Batalawatta of about 1 rood in extent, together with all the houses, buildings, and plantations thereon, both situate at Puskoladeniya aforesaid.

Further particulars from me—

T. B. AMUNUGAMA,

Kurunegala, November 25, 1927. Licensed Auctioneer.

Application for Enrolment as an Advocate.

I WILLIAM PERERA of Laurel Cottage, Borella Cross road, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Justices of the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said court.

December 6, 1927.

WILLIAM PERERA.

Holy Trinity Church, Colombo.

THE Annual General Meeting of the Seat-holders will take place on Sunday, December 25, 1927, after the 9 A.M. service, in the Church.

Free
Business.

(1) To receive the Treasurer's statement of accounts;

(2) To elect trustees for the year 1926-1927;

(3) To elect other Church Officers; and

(4) To transact any other business duly submitted to the Meeting.

W. A. STONE,
Colombo, December 6, 1927. Acting Incumbent.

All Saints' Church, Hulftsdorp, Colombo.

THE Annual Meeting of the Congregation will be held on Sunday, December 18, at 8-15 P.M., in the schoolroom adjoining the church.

Business.

(1) Accounts of the trustees of the last financial year.
(2) Election of trustees for the ensuing year.

W. DIAS BANDARANAYAKE.

FELIX L. DE ALWIS.

DONALD OBEYESEKERE.

FELIX R. DIAS.

Holy Trinity Church, Nuwara Eliya.

THE annual election of three Trustees for the above Church will take place in the Vestry of the Church, at 5.30 P.M., on Friday, December 30.

The Vicarage, J. L. WILLIAMS,
Nuwara Eliya, December 6, 1927. Vicar.

Christ Church, Jaffna.

I HEREBY give notice that in accordance with the provisions of section 11 of Ordinance No. 12 of 1846, there will be a Meeting of this Congregation on Sunday, the 25th instant, after Evensong, for the purpose of electing Trustees for the year 1928.

Christ Church, C. H. VANDENBERG,
Jaffna, December 6, 1927. Incumbent.

St. James' Church, Chilaw.

IN accordance with Ordinance No. 12 of 1846, section 10; notice is hereby given that a Meeting of the Congregation of St. James', Chilaw, will be held on Saturday, December 24, at 6 P.M. for the purpose of electing three Trustees for the year commencing January 1 next.

TRUTANDA M. JAYEWARDENE,
Locum tenens, St. James' Church, Chilaw.
St. James' House,
Chilaw, December 5, 1927.

Christ Church, Tangalla.

THE Annual Meeting of the Congregation of Christ Church, Tangalla, will be held on Friday, December 30, 1927, in the English schoolroom, at 5 P.M., for the purpose of electing three Trustees for the year 1928.

The Vicarage, JONATHAN E. SILVA,
Tangalla, December 5, 1927. Vicar.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Registration of Buildings for Solemnization of Marriages.

IN pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, relating to the registration of Marriages other than the Marriages of Kandians or of Muhammadans, I, Chinnappah Coomaraswamy, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein :—

No.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
453	December 2, 1927.	Church of St. Sebastian	Katunayaka, Dasiyapattu, Alutkuru korale North, Colombo District	Most Rev. Dr. A. Coudert, O.M.I., Archbishop of Colombo, Proprietor	Roman Catholic

Registrar-General's Office,
Colombo, December 2, 1927.

C. COOMARASWAMY,
Registrar-General.

J/Meesalai North (Veerasingam) Vernacular Mixed School.

NOTICE is hereby given that the above school, situated at Meesalai North, Jaffna District of the Northern Province, under the management of Hon. Mr. W. Duraiswamy, has been registered as a grant-in-aid school.

Education Office, L. MACRAE,
Colombo, December 9, 1927. Director of Education.

Petiyagoda Sambodhi Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. J. S. Perera for grant in aid of the above school, which is situated at Petiyagoda, Colombo District of the Western Province.

Observations will be received not later than January 9, 1928.

Education Office, L. MACRAE,
Colombo, December 9, 1927. Director of Education.

St. Paul's Vernacular Mixed School for Estate Children.

NOTICE is hereby given that the above school, situated in Pata Dumbara district of the Central Province, under the management of Rev. Father F. M. Goonetilleke, has been registered as a grant-in-aid school, with effect from September, 1926.

Education Office, L. MACRAE,
Colombo, December 9, 1927. Director of Education.

Appointment of Assessors.

BY virtue of powers vested in me under section 5 of Ordinance No. 7 of 1866, as amended by Ordinance No. 19 of 1921, I have appointed the persons named below to be assessors for the Local Board town of Kurunegala for the year 1928 :—

1. The Government Assessor.
2. E. C. Jobsz.
3. D. B. Herat.

The Kachcheri, T. A. HODSON,
Kurunegala, December 2, 1927. Government Agent.

Interruption to Traffic on Main Roads.

Western Province—Negombo District.

IT is hereby notified that owing to the reconstruction of bridges, the 20th mile of the Ekala-Gampaha road will be closed for all vehicular traffic from December 10 to 23, 1927, both days inclusive. Through traffic to and from Gampaha can proceed along the Ja-ela-Minuwangoda-Heneratgoda road.

W. J. THORNHILL,
Public Works Office, for Director of Public Works.
Colombo, December 1, 1927.

Loss of Firearms.

MATARA DISTRICT.

Number and description of the gun: A single-barrelled breach-loading gun bearing No. 3241 on stock.

Number of licence: 307/W. K.

Name of owner: S. M. D. Mowlana of Weligama, in the Weligam korale of the Matara District.

Remarks: Gun reported to be lost.

J. A. GUNARATNA,

The Kachcheri, for Assistant Government Agent.
Matara, December 6, 1927.

RATNAPURA DISTRICT.

Description of property: One single-barrelled cap gun No. 137.

Number of licence: 48/KL

Licensee: Eldugala Wahumpurage Sada of Paragala.

Remarks: The gun is reported to have been lost.

The Kachcheri, J. M. DE SILVA,
Ratnapura, December 5, 1927. for Government Agent.

Sale of Timber.

THE under-mentioned sleepers lying at the different places mentioned below, in the Southern Division (West), will be sold by public auction by the Divisional Forest Officer, Southern Division (West), on Monday, December 19, 1927, at 10 A.M., at the Divisional Forest Office, Galle, subject to the following conditions :—

2. Application should be made to the Divisional Forest Officer, Galle, for any further information.

Conditions.

(a) The material will be auctioned in lots to suit buyers at a rate per sleeper.

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

(c) Twenty-five per cent. of the bids to be deposited immediately after acceptance of the bids, the balance should be paid within 15 days of intimation of the acceptance of the bid or bids, when a permit for removal will be issued.

(d) All material which has been sold and on which the full price has been paid must be removed from the depot within 15 days of date of final payment, and will be at the risk of the purchaser until removed. Material not removed from the depot within one month is liable to be forfeited by the Forest Department.

(e) 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, and refuse or fail to remove the timber within the time specified in clause (d), 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 such resale, he shall however, have no claim to the profit which shall accrue to Government.

Depôt.	Broad Gauge Sleepers.	Narrow Gauge Sleepers.	Species.
Gintota	195	252	Na
Do.	—	32	Millia
Kanneliya Reserve	146	—	Na

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, December 5, 1927.

Lease of the Produce of Trees.

NOTICE is hereby given that the Government Agent of the Western Province, will sell by public auction at his office in Colombo, at 1 P.M. on Friday, December 23, 1927, the lease of the produce of coconut, arecanut, and jak trees standing on the under-mentioned land for 1 year from January 1, 1928, subject to the following conditions:—

1. The purchase amount shall be paid in full on the day of sale.
2. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
3. The purchaser shall not assign, transfer, or sublet without permission previously obtained in writing from the Government Agent.
4. The purchaser shall pay all Municipal and Sanitary Board taxes.
5. The Government Agent or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee.
6. The purchaser shall keep the premises clean and in good order, and also comply with the Municipal and Sanitary Board regulations.
7. The Government Agent shall have the liberty to cut as many trees as are found to be necessary, for which proportionate refunds will be made to the lessee.
8. In the event of any breach of the foregoing conditions, the Government Agent will resume possession of the land and eject the purchaser from the premises without compensation.
9. The Government Agent reserves the right to reject any bid or all bids.

The Kachcheri,
Colombo, December 7, 1927.

R. N. THAINE,
Government Agent.

Land referred to.

Land along the flood outlet from Dehiwala to Kirillapone excluding the portion reserved for Public Works Department cooly lines.

Tenders for the Purchase of Grazing Rights.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the grazing rights on the under-mentioned lands for a period of one year from January 1, 1928, subject to the following conditions.

2. The tenders, which must be in sealed envelopes, will be received at the Colombo Kachcheri until 1 P.M. on Monday, December 19, 1927, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agent that the tenders is made bona fide.

Conditions.

- (1) The purchase amount shall be paid in full on the day of sale.
- (2) The purchaser is only entitled to the grazing rights.
- (3) The purchaser or his workmen shall not cut any trees or interfere with any existing fence or boundary.
- (4) The purchaser shall keep the land clean and in good order, and also comply with the Municipal regulations.
- (5) No milch cows, she buffaloes, or buffaloes shall be permitted to graze on the land, and any such animals found grazing thereon will be liable to seizure by the lessor or any person duly authorized by him.
- (6) All cattle kept on the land to graze should be tethered, and should not be allowed to trespass on the public road.
- (7) The purchaser shall not assign, transfer, or sublet the land without the written permission from the Government Agent, Western Province.
- (8) The purchaser shall fence the land if called upon by the Government Agent to do so.
- (9) If the whole or any portion of the land is required by Government before the expiry of the lease, such land or portion shall be surrendered on a week's notice being given; a pro rata refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.
- (10) In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land, and eject the purchaser and his workmen from the land without compensation.
- (11) The Government Agent reserves the right to reject any or all tenders.

The Kachcheri,
Colombo, December 8, 1927.

R. N. THAINE,
Government Agent.

	A. R. P.
Lot 15, Gregory's road	16 3 16
Crown land behind Government bungalows in Buller's road	21 3 8

(Exclusive of the portion in extent 40 by 50 feet leased to Mrs. Alice Raffel).

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 84B, situated at Dean's road, Maradana, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from November 15, 1927.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 28, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated October 21, 1927, published in the Government Gazette No. 7,612 of October 28, 1927, the premises bearing assessment No. 70/3, situated at Temple lane, Maradana, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from November 4, 1927.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, November 29, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 18, 1927, published in the *Government Gazette* No. 7,616 of November 25, 1927, the premises bearing assessment No. 68, situated at Forbes road, Maradana, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from November 29, 1927.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.
Colombo, December 2, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated September 22, 1927, published in the *Government Gazette* No. 7,608 of September 30, 1927, the premises known as the Cinnamon Gardens Police Station, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from October 10, 1927.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.
Colombo, December 2, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 1, 1927, published in the *Government Gazette* No. 7,613 of November 4, 1927, the premises bearing assessment No. 47, situated at Prince of Wales Avenue, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from November 12, 1927.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.
Colombo, December 2, 1927.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 8, 1927, published in the *Government Gazette* No. 7,614 of November 11, 1927, the premises bearing assessment No. 404, situated at Jawatta road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and

(2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from November 20, 1927.

The Municipal Office, CHAS. W. PATE,
Colombo, December 3, 1927. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated November 25, 1927, published in the *Government Gazette* No. 7,617 of December 2, 1927, the premises bearing assessment No. 572, situated at Kanatta road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from December 5, 1927.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.
Colombo, December 6, 1927.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 40, situated at Skinner's road south, Maradana, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from November 25, 1927.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.
Colombo, December 6, 1927.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Bogoda village in Bogoda palata, in Walgampattu korale of Dewameddi hatpattu of the Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Natagane and Metioluwa villages, south by Dikwehera and Siwallawa villages, east by Village Committee road from Hannamunawa to Natagane, west by Kedapatwehera and Mirihampitiya villages.

This declaration shall take effect from the date hereof.

A. MARAMBE,

Ratemahatmaya, Dewameddi Hatpattu.
November 30, 1927.

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."**Local Option Poll, Kandy Town.**

WHEREAS by notice dated November 21, 1927, published in the *Government Gazette* No. 7,616 of November 25, 1927, Getambe Banamaduwa was declared to be the Polling Station for the Peradeniya centre in respect of Kandy town taverns on December 15, 1927; and whereas the said Getambe Banamaduwa has since been declared to be within the plague area, it is hereby notified for general information that the Polling Station for the Peradeniya centre referred to shall be the Getambe C.M.S. School.

The Kachcheri,
Kandy, December 5, 1927.

W. L. KINDERSLEY,
Government Agent.

Local Option Poll, 1927, Kandy Town.

WITH reference to the publication made in the *Government Gazette* No. 7,616 of November 25, 1927, under rule 18 of the Local Option Rules referred to in Excise Notification No. 146 of August 14, 1925, as amended by Excise Notification No. 161 of May 13, 1927, notice is hereby given that the time of polling in respect of the taverns in Kandy town is changed into 7 A.M. to 7 P.M., on Thursday, December 15, 1927.

The Kachcheri,
Kandy, December 5, 1927.

W. L. KINDERSLEY,
Government Agent.

MUNICIPAL COUNCIL NOTICES.**MUNICIPALITY OF COLOMBO.**

I, WALTER TERENCE STACE, Chairman of the Municipal Council of Colombo, being the proper authority under regulation No. 1 of the regulations under section 4 of the Quarantine and Prevention of Diseases Ordinance, 1897, published in the *Gazette* of August 28, 1925, do hereby declare to be infected with disease that portion of the Kelani river lying between its junction with the San Sebastian Canal and a point one mile to the north

thereof. This piece of water shall be an "infected piece of water" until December 31, 1928. Bathing in and washing clothes or animals in or using the water in this area is prohibited.

W. T. STACE,
Chairman, Municipal Council, and
Mayor of Colombo.

The Town Hall,
Colombo, December 2, 1927.

ROAD COMMITTEE NOTICES.**Election of Members, District Road Committee, Colombo.**

NOTICE is hereby given that, under the sections 26 and 27 of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European, Burgher, and Ceylonese Member of the District Road Committee of Colombo for the years 1928, 1929, and 1930 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Western Province at least ten days before the day of election.

The election will be held on Monday, December 19, 1927, at 2 P.M., at the Colombo Kachcheri.

W. A. WEERAKOON,
Secretary.

Provincial Road Committee,
Colombo, December 7, 1927.

Election of Members, District Road Committee, Kalutara.

NOTICE is hereby given that, under the sections 26 and 27 of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European, Burgher, and Ceylonese Member of the District Road Committee of Kalutara for the years 1928, 1929, and 1930 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Western Province at least ten days before the day of election.

The election will be held on Monday, December 19, 1927, at 2 P.M., at the Kalutara Kachcheri.

W. A. WEERAKOON,
Secretary.

Provincial Road Committee,
Colombo, December 7, 1927.

St. Margarets-Kirklees Branch Road.

NOTICE is hereby given that in terms of "The Branch Roads Ordinance, No. 14 of 1896," a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at the Allagolla bungalow on Tuesday, January 10, 1928, at 3 P.M., for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, and which shall hold office for two years.

Notice is also given that the Local Committee, as soon as elected, will consider—

1. Election of Chairman, Local Committee.
2. To pass estimate for the maintenance of the road for 1927-28.

3. To report to the Provincial Road Committee with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the road.
- (b) The sections of the road used by these estates.
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1928.

N.B.—The general meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third acreage.

E. R. SUDBURY,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 29, 1927.

High Forest-Bramley Branch Road.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at Bramley bungalow, on Thursday, December 15, 1927, at 3 P.M., for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, and which shall hold office for two years.

Notice is also given that the Local Committee, as soon as elected, will consider—

1. Election of Chairman, Local Committee.
2. To pass estimate for the maintenance of the road for 1927-28.
3. To report to the Provincial Road Committee with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the road.
- (b) The sections of the road used by these estates.
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1928.

N.B.—The general meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third acreage.

E. R. SUDBURY,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 29, 1927.

Padiyapelella-Ellamulla Branch Road.

NOTICE is hereby given that in terms of "The Branch Roads Ordinance, No. 14 of 1896," a meeting of the Local Committee of the above road will be held at Ellamulla estate bungalow on Monday, December 19, 1927, at 2 P.M.

Business.

1. To pass estimate for the maintenance of the road for 1927-28.
2. To report to the Provincial Road Committee with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the road.
- (b) The sections of the road used by these estates.
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1928.

E. R. SUDBURY,
for Chairman.

Provincial Road Committee's Office,
Kandy, November 29, 1927.

Ceylonese Seat, District Road Committee, Galle.

UNDER the provisions of section 26 of Ordinance No. 10 of 1861, Mr. M. I. Cassim has submitted his name as a candidate for the Ceylonese seat on the District Road Committee, Galle, for the years 1928, 1929, and 1930.

The election will be held at the Galle Kachcheri at 2.30 P.M. on December 12, 1927.

K. VAITHIANATHAN,
Secretary.

Provincial Road Committee's Office,
Galle, December 7, 1927.

Ceylonese Seat, District Road Committee, Hambantota.

UNDER the provisions of section 26 of Ordinance No. 10 of 1861, Mr. C. A. Wickramasuriya has submitted his name as a candidate for the Ceylonese seat on the District Road Committee, Hambantota, for the years 1928, 1929, and 1930.

The election will be held at the Hambantota Kachcheri on December 14, 1927, at 10.30 A.M.

K. VAITHIANATHAN,
for Chairman.

Road Committee Office,
Galle, December 5, 1927.

Election of Members, District Road Committee, Jaffna, Mannar, and Mullaittivu.

NOTICE is hereby given that, under sections 26 and 27 of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of European, Burgher, and Ceylonese Member of the—

- (1) District Road Committee, Jaffna;
- (2) District Road Committee, Mannar; and
- (3) District Road Committee, Mullaittivu—

for the three years 1928, 1929, and 1930 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee for the Northern Province at least 10 days before the day of election.

The election will be held on Tuesday, December 20, 1927, at 1 P.M., at the—

Jaffna Kachcheri for the Jaffna District;
Mannar Kachcheri for the Mannar District; and
Mullaittivu Kachcheri for the Mullaittivu District.

C. RASANAYAGAM,
for Secretary.

Provincial Road Committee's Office,
Jaffna, December 3, 1927.

Tuntota-Mandakondana Estate Road.

NOTICE is hereby given in terms of section 5 of "The Estate Roads Ordinance, No. 12 of 1902," that a proposal having been made to include the following estates among the estates liable for assessment for the above road, the Provincial Road Committee will on December 17, 1927, at 10.15 A.M., at the Kurunegala Kachcheri, proceed to re-define the limits of the district to include these estates, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

1st to 2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage
Sarha Cornella Randeni, Albert Herath Randeni, and Mary Nona	Mahawatta	30
William Amerasekera	Yalakandawatta	150
P. M. Ukku Banda Appuhamy	Madangahamulawatta and Palugahamulawatta	40
M. Malakias Peiris and Cle- mentu Peiris	Potukolawila and Kahatagahawatta	21
Bernadu Anthony Silva	Ennawatta	25
W. M. Peiris Appuhamy, S. Hitihamy, and S. Baba Singho	Gorokgahawatte and Kahatagahawatta	30
P. Perama Muttu Nadar	Mahawewawatta	21
G. H. Sandaratna, Punci Singho, and Dingiri Menika	Wewahenawatta	25
M. J. Appuhamy	Manawarea	100
H. M. C. Appuhamy, Vidane Arachchi	Kosgahawelahena	30
Peter Wickramanayake	Mookalana	50
Gabriel Fernando	Paragahamulawatta	30
H. F. Gunawardana	Galwalawatta	52
Dr. A. M. de Silva and Mr. A. E. de Silva	Contaradowatta	32
Dingiri Menika and Roti Ethana	Kahatagahawatta	21
P. M. Appusingho Appuhamy and Tikirala Appuhamy	Rajasanthakawatta	40
A. T. Joranis Vederala and Appuhamy	Thanandaluwawatta	50
D. Fernando	Dorabaywatta	60

1st to 3rd section, 1½ miles.

W. Wimala Naide, Surasingha Arachchige Kiriya Mara- mali, W. Baba Naide, and Kanda Naide	Kahagahamulawatta, Madugahamulawatta, and Narampolawatta	35
R. Mul Naide and Dingiri Naide	Siyambalagahamula- watta, Kahatagaha- mulawatta	25
Mellawa Mudiyansele Kama Ethana	Kongahamulawatta	20

1st to 5th section, 2½ miles.

H. M. Bandappuhamy, H. M. Kapuruhamy, and H. M. Podinona	Karandawila	25
Pana Omaru Lebbe	Korakahawetiyeawatta	23
Thamby Lebbe Gurunnehe- lage Ahamadu Lebbe	Kosgahamulawatta	25
P. Uduma Lebbe, P. Kasi Lebbe	Ennawatta alias Pa- thinchiwatta	24
Sayna Adusamadu Mowlana	Pathinchiwatta	24
P. L. Don Migel Appuhamy and Bastian Appuhamy	Beliwetiyeawatta	25
A. Fernando and P. Fernando	Habahenawatta	22
H. M. Ukku Banda, Korala	Dampitiyeawatta and Lindapitiyeawatta	70

Proprietors or Agents.	Estates.	Acreage.
R. A. Appusingho Appuhamy	Bakinigahawatta	.. 40
S. M. Gorthihamy, Kiri Banda	Bandappu, and Mudalihamy	.. 60
K. Thambia	.. Galahenawatta	.. 30
K. Mulluwa	.. Mahadungahamulawatta	.. 28
Appuhamy Vedarala and Banda	.. Kadiwatta	.. 21
P. M. Mudalihamy, Vedarala	Paragahamulawatta	.. 22
H. M. Ranhamy, Coroner	.. Kongahahenyaya	.. 22
P. M. Herathamy, Herat Singho, and Ukku Banda	.. Gorokgahamulawatta	40
J. M. S. Peiris	.. Galwanagarewatta	.. 20
Ena Omaru Lebbe, Mama Lebbe, and Uduma Lebbe	Arachchige Ahamadu Lebbe	.. 20
ex Arachchi	.. Kongahamulahenyaya	20
R. A. Hendappuhamy, Manalhamy, and Julis Singho	.. Atambagahawatta	.. 29
Edirisingha Arachchige Rapiyal Arachchi	.. Kahatagahamulawatta	35
Ena Isma Lebbe	.. Ennawatta	.. 22
Mrs. D. Jayawardana	.. Nugagahamulawatta	.. 50
	alias Siyambalahamulawatta	.. 50

1st to 6th section, 3 miles.		
Proprietors or Agents.	Estates.	Acreage.
R. A. Appuralla Appuhamy	Meegahamulawatta	.. 35
	alias Bakinigahamulawatta	.. 35
Ganni Arachchige Pinhamy and Singappuhamy	Thalagahamulawatta	.. 21
	alias Ambagahamulawatta	.. 21
1st to 8th section, 4 miles.		
T. W. M. Gunasekera	.. Thalagahamulawatta	.. 22
S. M. Ukku Banda, ex Korala	Ennawatta alias Pa-thinchiwatta	.. 72
M. P. Appuhamy	.. do.	.. 30
James Manchanayaka	.. Welgalawatta	.. 25
Dr. Charles Fernando	.. Kabalagasagare	.. 100
Mr. A. E. Aserappa	.. do.	.. 100
Mr. Leo. Fernando	.. do.	.. 70
S. M. Banda, Vidane	.. Ennawatta	.. 40
Horan Inspector	.. Horagasagarewatta	.. 40

W. ABEYAWARDANE,
Provincial Road Committee's Office, for Chairman.
Kurunegala, December 2, 1927.

NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

Election of Members, Urban District Council, Negombo.

IT is hereby notified under section 31 (3) of the above-mentioned Ordinance that the following candidates have been elected members of the Negombo Urban District Council for the years 1928, 1929, and 1930 by the majority of votes:—

Division No. 3 : Mr. M. G. Peter Fernando.
Division No. 4 : Mr. N. E. de Croos.
Division No. 5 : Mr. H. A. P. Jayatileke.
Division No. 6 : Mr. H. K. P. de Zylva.

T. G. WILLETT,

The Kacheheri, Assistant Government Agent.
Colombo, December 5, 1927.

Taxes for 1928, Urban District Council, Kalutara.

IT is hereby notified that the Kalutara Urban District Council has, in terms of the above Ordinance, imposed for the year 1928 the following tax, being the same as was in force during the preceding year, within the administrative limits of the Kalutara Urban District Council, subject to the provisions of the aforesaid Ordinance.

Under section 173 (1) (b): A tax in respect of the following vehicles and animals, payable on or before February 28, at the rates specified:—

	Rs.	c.
For every carriage of whatever description, other than a cart, hackery, or jinrickshaw	.. 5	0
For every double bullock cart or hackery of whatever description	.. 3	0

Rs. c.

For every single bullock cart of hackery of whatever description	.. 2	0
For every jinrickshaw	.. 2	0
For every bicycle or tricycle	.. 1	0
For every horse, pony, or mule	.. 2	50

ARNOLD GOONEWARDENE,
Acting Chairman.

Urban District Council Office,
Kalutara, November 25, 1927.

Rates and Taxes, Urban District Council, Matale.

IT is hereby notified that the Matale Urban District Council has, in terms of the above Ordinance, imposed for the year 1928 the following rate, being the same as was in force during the preceding year, within the administrative limits of the Matale Urban District Council, subject to the provisions of the aforesaid Ordinance:—

Under section 171 (1) (a), a rate of 4 per centum, payable on March 31, on June 30, on September 30, and on December 31, for the quarter ending on the said days respectively, on the annual value of all immovable property.

C. ABEYA NAYAGAM,
Chairman.
Office of the Urban District Council,
Matale, December 5, 1927.

SALES OF TOLL AND OTHER RENTS.

Toll Rents, Western Province.

NOTICE is hereby given that on Friday, December 23, 1927, at 12 noon, will be put up for resale at the Colombo Kacheheri 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 November, 1927, 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 January 1, 1928, to September 30, 1928.

Canals.—(1) Hendela, (2) Grandpass, (3) Kalutara. Ferries.—(4) Mutwal.

The Kacheheri,
Colombo, December 2, 1927.

R. N. THAINE,
Government Agent.

TRADE MARKS NOTICES.

Trade Marks registered during the Month of November, 1927.

Trade Mark No.	Advertised in <i>Gazette</i>		Proprietors.	Class.
	No.	Of		
3,710	7,564	January 21, 1927	Weerasinghearachchige James Richard Perera, trading as "The James Manufacturing Works" ..	42
3,877	7,604	September 2, 1927	Chr. Bjelland & Co., Aktieselskap ..	42
3,900	do.	do.	Aktiengesellschaft Paulanerbrau Salvatorbrauerei ..	43
3,911	do.	do.	Eduljee Dosabhoy Billimoria, trading as "E. D. Billimoria" ..	42
3,931	do.	do.	Peter Dawson, Ltd. ..	43
3,765	7,605	September 9, 1927	Ditto Incorporated ..	39
3,868	do.	do.	Ethyl Gasoline Corporation ..	47
3,893	do.	do.	T. Ganapathy, trading as "T. Ganapathy & Co." ..	42
3,921	do.	do.	Nobel Chemical Finishes, Ltd. ..	50
3,937	do.	do.	Brooke Bond Ceylon, Ltd. ..	42
3,938	do.	do.	do. ..	42
3,947	do.	do.	Hayley & Kenny ..	4
3,951	do.	do.	T. V. K. Cader Meera Saibo & Co. ..	42
3,942	7,606	September 16, 1927	Sissons Brothers & Company, Ltd. ..	1
3,950	do.	do.	David & Shaoul Sassoon Rejwan & Sons ..	42
3,444	7,607	September 23, 1927	Chesebrough Manufacturing Co., Consolidated ..	48
3,645	do.	do.	Carnegie Steel Company ..	5
3,862	do.	do.	National Aniline & Chemical Co. Inc. ..	1
3,863	do.	do.	do. ..	1
3,864	do.	do.	do. ..	1
3,895	do.	do.	The Cable Makers Association ..	8
3,896	do.	do.	do. ..	39
3,897	do.	do.	do. ..	8
3,898	do.	do.	do. ..	40
3,922	do.	do.	Abdulhussen Jafferjee ..	42
3,945	do.	do.	R. H. Spencer Schrader ..	42
3,953	do.	do.	Deutsche Gasgluehlicht Auer-Gesellschaft ..	50
3,954	do.	do.	do. ..	50
3,960	do.	do.	The Nugget Polish Co., Ltd. ..	50
Alteration of Address of Registered Proprietors.				
1,506	6,590	November 14, 1913	Arthur Khan (Proprietor of Red Star Fibre Co.) <i>address altered to Rotterdam, Holland</i> ..	4 & 42
Subsequent Proprietors registered during the Month of November, 1927. <i>(The Name in Italics is that of the former Proprietor.)</i>				
2,344	7,137	October 29, 1920	I. G. Farbenindustrie Aktiengesellschaft of Francfort on the Main, Germany, Manufacturers; <i>The Bayer Company Incorporated</i> ..	3
2,703	7,255	May 5, 1922	do. ..	3
2,570	7,231	December 2, 1921	John Haig & Co., Ltd., of Distillery Stores, Balgonie road, Markinch, Scotland, Distillers; <i>Haig & Haig, Ltd. (New Company)</i> ..	43
Trade Marks renewed during the Month of November, 1927.				
285	5,676	February 16, 1900	Lever Brothers, Limited ..	47
270	5,667	December 22, 1899	Societe Menier Manufactory ..	42
1,519	6,603	January 23, 1914	Southall Bros. & Barclay, Ltd. ..	42
1,520	do.	do.	do. ..	3
1,536	6,622	May 1, 1914	Alberto Marone, trading as "Francesco Cinzano & Co." ..	43
Trade Marks to be removed from the Register for Non-payment of Renewal Fees.				
278	5,667	December 22, 1899	Gilliat Edward Hatfield, trading as "Taddy & Co." and as "James Taddy & Co." ..	45
1,510	6,594	November 28, 1913	Custodian of Enemy Property ..	2
2,198	6,648	August 14, 1914	Daimler-Motoren Gesellschaft ..	6, 13, 22
2,199	do.	do.	do. ..	6, 13, 22
Trade Marks removed from the Register for Non-payment of Renewal Fees.				
261	5,646	September 15, 1899	William Scouler & Co. ..	4
262	do.	do.	do. ..	4
1,488	6,579	September 5, 1913	Custodian of Enemy Property ..	4
1,489	do.	do.	Cook Son & Co. ..	3
1,490	6,580	September 12, 1913	do. ..	32
1,494	6,583	October 3, 1913	Whiteaway Laidlaw & Co., Ltd. ..	14

Registrar-General's Office,
Colombo, December 7, 1927.

C. COOMARASWAMY,
Registrar-General.