



THE CEYLON GOVERNMENT GAZETTE

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PART I.—GENERAL.

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

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NEW LAW REPORTS.—Part IX. of Vol. XXVII. issued to-day.

COLOMBO :

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

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS We, the Governor of Ceylon in Executive Council, in exercise of the powers vested in Us by sub-section (1) of section 30 of "The Notaries Ordinance, 1907," made the following rule for the conduct of notaries, not being advocates or proctors, in the discharge of their notarial duties :

And whereas the said rule was, in pursuance of sub-section (2) of the said section of the said Ordinance, laid before the Legislative Council, and a period of forty days after their being so laid has elapsed, and the said rule has not been amended or annulled by the said Council :

Now know Ye that the said rule shall come into force from the date hereof.

Colombo, June 10, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

RULE REFERRED TO.

The rule for the conduct of notaries, not being advocates or proctors, in the discharge of their notarial duties published by Proclamation dated October 31, 1914, in *Government Gazette* No. 6,684 of November 27, 1914, is hereby revoked, and the following rule substituted therefor :—

35. (h) If a notary is prevented by sickness or any other good cause from being present at his office on the days and between the hours specified in rule 35 (e) of section 29, he shall notify the fact and specify the said sickness or cause forthwith to the Registrar of Lands of the district in which he practises.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS in pursuance of sections 109 and 110 (5) (b) of "The Municipal Councils Ordinance, 1910," the Municipal Council of Galle has amended by-law No. 12 contained in Chapter IX. of the by-laws appearing in Proclamation dated January 21, 1903, published in *Government Gazette* No. 5,901 dated January 23, 1903, as amended by the by-law appearing in Proclamation dated September 28, 1905, published in *Government Gazette* No. 6,077 dated September 29, 1905, by substituting in its stead the by-law set forth in the schedule hereto, and the same has been confirmed by the Governor in Executive Council, as provided by section 109 (3) of the said Ordinance :

Now know Ye that We, the said Governor, in exercise of the powers vested in Us by the said section of the above-mentioned Ordinance, do hereby proclaim that the by-law set forth in the schedule hereto shall be substituted for the by-law No. 12 contained in Chapter IX. of the by-laws appearing in Proclamation dated January 21, 1903, published in *Government Gazette* No. 5,901 dated January 23, 1903, as amended by the by-law appearing in Proclamation dated September 28, 1905, published in *Government Gazette* No. 6,077 dated September 29, 1905.

Colombo, July 3, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

CHAPTER IX.

12. Every person employing a Municipal Officer for the removal of night soil shall pay to the Council in advance such sum as shall be determined by the Chairman, not exceeding Rs. 2 per mensem for each standard bucket in which such night soil is deposited on his premises for removal by such officer. The sum payable if not paid on or before the 10th day of the month in respect of which it is due may be recovered by the Council as if it were a tax under the Municipal Councils Ordinance and any existing or future amending Ordinances.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

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

And whereas the lands hereinafter mentioned have been declared the property of the Crown by an order No. 150 passed under "The Waste Lands Ordinances of 1897, 1899, 1900, and 1903," on March 27, 1914, and appearing in the *Government Gazette* No. 6,617 of March 27, 1914, and it is expedient to specify the limits of such forest :

Now know all men that We, the said Governor, do by this Our Proclamation proclaim the forest, the limits of which are set forth in the schedule hereto subjoined, to be a reserved forest from and after August 1, 1926, and We do hereby further specify the limits of the said reserved forest to be those set forth in the said schedule.

Colombo, July 9, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

The land called or known as Dambuluwana forest reserve, situated in the village of Dambuluwana, in the Palle pattu of the Nawadun korale of the Ratnapura District, in the Province of Sabaragamuwa, comprising lots 26 and 30 in final village plan No. 40; containing in extent 405 acres and 15 perches, exclusive of lots 26c, 30c, 30L, and 45 in final village plan No. 40; and bounded as follows:—

North by lot 5E in final village plan No. 40.

East by lots 26D, 30S, and 30R in final village plan No. 40.

South by the village limits of Maraliya and Kehelowita.

West by the village limit of Kehelowita, the footpath from Kehelowita to Dambuluwana, and lot 5 in final village plan No. 40.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS under and by virtue of the provisions of section 15 of "The Buddhist Temporalities Ordinance, 1905," power is given to the Governor, by Proclamation in the *Government Gazette*, to appoint one or more Commissioners for the purpose of controlling and assisting District Committees in the administration and management of the Funds and Property of their Temples, and for other purposes in the said section set forth:

And whereas, by the said section, power is also given to the Governor to invest any such Commissioner with all or any of the powers set forth in Ordinance No. 9 of 1872:

And whereas it is expedient to appoint a Commissioner to exercise the powers hereinbefore recited in the area hereinafter defined:

Now, therefore, I, Sir Hugh Clifford, G.C.M.G., G.B.E., Governor as aforesaid, do hereby appoint you, Arthur Nesbitt Strong, to be a Commissioner under the said section in and for the District of Matara, Southern Province, for all purposes therein set forth, and further do hereby invest you as such Commissioner as aforesaid with all the powers conferred on a Commissioner under Ordinance No. 9 of 1872.

Colombo, July 7, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 240 of 1926.

IT is hereby notified that HIS EXCELLENCY THE GOVERNOR has been pleased, in pursuance of Clauses II. and IV. of HIS MAJESTY'S Instructions dated September 11, 1920, to appoint the Hon. Mr. H. A. LOOS and Mr. J. W. OLDFIELD, O.B.E., to be provisionally Members of the Executive Council during the absence from the Island of Sir H. MARCUS FERNANDO and Sir JAMES LOCHORE.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, July 6, 1926. Colonial Secretary.

No. 241 of 1926.

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

Mr. E. W. JAYEWARDENE to be a Commissioner of Assize, under section 24 of "The Courts Ordinance, 1889," for the Supreme Court Sessions of the Third Western Circuit commencing on July 12, 1926.

Mr. E. H. DAVIES to be, in addition to his own duties, Assistant Government Agent, Kandy, during the absence on leave of Mr. N. IZAT, or until further orders.

Mr. W. S. DE SARAM to act as District Judge, Colombo, and Visitor of the Welikada, Mahara, and Negombo Prisons, with effect from July 12, 1926, until further orders.

Mr. C. P. WIJERATNE to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Kalutara, during the absence of Mr. M. PRASAD, on July 8, 1926, or until further orders.

Notification No. 236 published in the *Gazette* of July 2, 1926, is cancelled in so far as it relates to the appointment of Mr. O. G. DE ALWIS.

Mr. G. P. KEUNEMAN to act as District Judge and Additional Commissioner of Requests and Police Magistrate, Matara, during the absence of Mr. W. SANSONI, from July 17 to 24, 1926, or until the resumption of duties by that officer.

Mr. M. G. F. POTGER to act as District Judge, Commissioner of Requests, and Police Magistrate for the judicial division of Badulla-Haldummulla during the absence of Mr. E. F. MARSHALL, on July 14, 1926, or until the resumption of duties by that officer.

Mr. J. W. R. ILANGAKOON to act as Additional District Judge, Colombo, with effect from July 12, 1926, until further orders.

Mr. M. A. PERERA to act as Additional District Judge and Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Kandy, during the absence of Mr. H. P. KAUFFMAN, from July 3 to 8, 1926, inclusive, or until the resumption of duties by that officer.

Mr. A. G. RANASINHA to act, in addition to his own duties, as Additional District Judge, Jaffna, on July 31, 1926, and August 2, 1926.

Mr. C. F. DHARMARATNE to act as Additional District Judge, Ratnapura, on July 15, 1926.

Mr. S. C. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, during the absence of Mr. L. H. DE ALWIS, on July 9 and 10, 1926, or until the resumption of duties by that officer.

Mr. N. DE ALWIS to act as Commissioner of Requests and Police Magistrate, Balapitiya, during the absence of Mr. E. W. KANNANGARA, from July 9 to 12, 1926, or until the resumption of duties by that officer.

Mr. W. S. STRONG to act as Commissioner of Requests and Police Magistrate, Puttalam, during the absence of Mr. L. J. DE S. SENEVIRATNE, from July 9 to 11, 1926, or until the resumption of duties by that officer.

Mr. J. ALOYSIUS FERNANDO to act as Additional Police Magistrate, Kalutara, on July 10, 1926.

Mr. MERRIL PEREIRA to act as Municipal Magistrate, Colombo, during the absence of Mr. E. M. C. JOSEPH, from July 7 to 17, 1926, inclusive, or until the resumption of duties by that officer.

Mr. J. M. DE SILVA to act, in addition to his other duties, as Additional Assistant Superintendent of Police, Ratnapura District, from July 15 to 28, 1926, inclusive.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, July 8, 1926. Colonial Secretary.

No. 242 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. JOHN LOUIS PERERA of Colombo to be a Notary Public throughout the judicial division of Nuwara Eliya, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, July 1, 1926. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. WIJEMUNI DUBLINS DE ZOYSA to act as Registrar of Lands, Kandy, for July 1, 1926, during the absence of the Registrar, Mr. E. F. DIAS ABEYESINGHE, on leave.

Registrar-General's Office, E. R. DE SILVA,
Colombo, July 7, 1926. Acting Registrar-General.

IT is hereby notified that I have appointed Dr. LIYANAGE DON FRANCIS JAMES PAUL to be Medical Registrar of Births and Deaths of Hambantota town division, in the Hambantota District of the Southern Province, with effect from July 8, 1926, *vice* Dr. CATHIRITAMBY SABAPATHY, transferred. His office will be at the Civil Hospital, Hambantota.

Registrar-General's Office, H. E. BEVEN,
Colombo, July 5, 1926. Registrar-General.

WITH reference to the notification appearing in the *Government Gazette* No. 7,532 of June 25, 1926, it is hereby notified that ISAAC CHARLES DIAS GURUSINHA was appointed to act as Registrar of Births and Deaths of Weragoda division, and of Marriages (General) of Wellaboda pattu division in the Galle District of the Southern Province, on June 25, 1926, and not on the 23rd *idem*.

Registrar-General's Office, H. E. BEVEN,
Colombo, July 3, 1926. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed IDDAMALGODAGE DON DAVID to act as Registrar of Births and Deaths of Kaluaggala division, and of Marriages (General) of Udugaha pattu of Hewagam

korale division, in the Colombo District of the Western Province, for four days from June 30, 1926, during the absence of the Registrar, SURAVEERA ARACHCHIGE DON THOMAS GUNAWARDANA, on leave. His office will be at Ambagahawatta in Kaluaggala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MEDAGAMALIYANAGE DON ANDRIS GAMA-GODA to act as Registrar of Births and Deaths of Kalutara South division, and of Marriages (General) of Kalutara totamuna division, in the Kalutara District of the Western Province, on July 2, 1926, during the absence of the Registrar, HENRY DE ALWIS SAMARANAYAKE, on leave. His office will be at Kajugahawatta in Nagoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MAHAWATTAGE DON ARNOLIS ABEYRATNE to act as Registrar of Births and Deaths of Matugoda division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, on July 7, 1926, during the absence of the Registrar, MAHAWATTAGE DON PUNCHI SINNO ABEYRATNE, on leave. His office will be at Achariyawatta in Tebuwana.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MABODAWILAGE PEERIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale (excluding the portion in Gravets) division, in the Nuwara Eliya District of the Central Province, for five days from July 6, 1926, during the absence of the Registrar, WARAHENE LIYANAGE SUGATHADASA DE ALWIS GUNATILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed WIKRAMASINGHE NAVARATNA ABAYAKOON PANDITA WAHALA MUDIYANSELAGE SENEVIRATNA BANDARA HAPUGODA to act as Registrar of Births and Deaths of Gampahasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for two days from July 5, 1926, during the absence of the Registrar, HAKMANA DASANAYAKA WASALA BANDARA AMUNUGAMA WIJERATNE RAJANAYAKA WALAWWE MUTU *BANDA *DORAKUMBURE, on leave. His office will be at Disawewalawwewatta in Dorakumbura.

The Additional Assistant Provincial Registrar, Galle, has appointed MIDIGASPEGE DON ANDIRIS DE SILVA to act as Registrar of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for thirty days from June 1, 1926, during the absence of the Registrar, *vice* MIDIGASPEGE DON CAROLIS DE SILVA, retired. His office will be at Gampuwakwatta in Hinatigala.

The Additional Assistant Provincial Registrar, Galle, has appointed BAMANNEARACHIGE HENDRICK DIAS GUNASEKERA to act as Registrar of Births and Deaths of Kodagoda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for two days from July 5, 1926, during the absence of the Registrar, DON HENDRICK DIAS YAPA ABAYAGUNAWARDENA, on leave. His office will be at Dangedarawatta *alias* Witanagewatta at Kodagoda.

The Additional Assistant Provincial Registrar, Galle, has appointed HARAMANIS DE SILVA ABEWEERA GUNASEKERA to act as Registrar of Births and Deaths of Kosgoda division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on July 6, 1926, during the absence of the Registrar, AGAMPUDI ASANERIS DE ZOYSA JAYATILAKA, on leave. His office will be at Kammalewatta in Nape.

The Additional Assistant Provincial Registrar, Matara, has appointed LOUIS DISSANAYAKA SEDARA to act as Registrar of Births and Deaths of Kamburupitiya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for twenty-one days from July 2, 1926, during the absence of the Registrar, DIAS MARTIN WANIGASEKERA, on leave. His office will be at Godawekandewatta in Kamburupitiya.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ARUKATTA PATABENDIGE KARUNADASA EDIRIWIWA 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 twenty-two days from June 28, 1926, during the absence of the Registrar, ANDRAYAS DE SILVA WICKRAMANAYAKA, on sick leave. His office will be at Viharagodella in Tihawa.

The Assistant Provincial Registrar, Hambantota, has appointed DON HENDRICK DISANAYAKA to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from June 29, 1926, during the absence of the Registrar, DON CHARLES DISANAYAKA, on leave. His office will be at Virittamullewatta in Nakulugamuwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESSEKERA DISANAYAKA to act as Registrar of Births and Deaths of Paranagam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for five days from June 29, 1926, during the absence of the Registrar, CHETWYND ABESUNDARA WEBERASINGHA, on leave. His office will be at Bulugahawatta *alias* Walawwewatta in Welipitiya.

The Assistant Provincial Registrar, Jaffna, has appointed RAMANATAR PONNAMPALAM VIRASINGAM to act as Registrar of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province, for three days from July 1, 1926, during the absence of the Registrar, JOSEPH NICHOLAS SANDIRASEKARAR, on leave. His office will be at Sandiresekaramutaliyarvalavu in Matakal.

The Assistant Provincial Registrar, Jaffna, has appointed SINNATTAMPI VALLIPURAM to act as Registrar of Marriages (General) of Punakari division, in the Jaffna District of the Northern Province, for three days from July 1, 1926, during the absence of the Registrar, PONNAIYAPILLAI RAJAHGOPAL, on leave. His office will be at Sopolapiddi in Madduvilnadu.

The Assistant Provincial Registrar, Jaffna, has appointed SANTIYAPPILLAI ANTONIPILLAI to act as Registrar of Marriages (General) of Vadamaradchi division, in the Jaffna District of the Northern Province, for three days from July 1, 1926, during the absence of the Registrar,

SANTIYAPPILLAI DOMINGUPPILLAI TAMPOE, on leave. His office will be at Arasadi in Karaveddi North; stations: Anaiviluntan in Valluvedditturai and Tillainindateni in Point Pedro.

The Assistant Provincial Registrar, Mullaittivu, has appointed VINASITHAMBY SITHAMPARAPILLAI SHIVASAMPU to act as Registrar of Marriages (General) of Maritime pattu division, in the Mullaittivu District of the Northern Province, for four days from June 30, 1926, during the absence of the Registrar, SABARETNAM IGNATIUS WIJAYARETNAM, on leave. His office will be at the Kachcheri, Mullaittivu.

The Assistant Provincial Registrar, Mullaittivu, has appointed TAMPAYI VARITTAMPI to act as Registrar of Births and Deaths of Melpattu North division, in the Mullaittivu District of the Northern Province, for thirty days from July 1, 1926, in the place of the Registrar, SIVASITHAMPARA UDAIYAR RASASEGARAR, resigned. His office will be at the Vidhan's house at Kachchilamadu.

The Assistant Provincial Registrar, Mullaittivu, has appointed THIYAKAR NAKAMANY to act as Registrar of Births and Deaths of Kilakkumulai South division, in the Mullaittivu District of the Northern Province, for twenty-two days from July 10, 1926, during the absence of the Registrar, THAMU UDAIYAR CHELLIAH, on leave. His office will be at Udaiyarvalavu, Maha Irampaikkulam.

The Assistant Provincial Registrar, Mullaittivu, has appointed SITHAMPARAPPILLAI UDAIAR VANNIYASINKAM to act as Registrar of Births and Deaths of Kilakkumulai North division, in the Mullaittivu District of the Northern Province, for twenty-one days from July 17, 1926, during the absence of the Registrar, SITHAMPARAPPILLAI UDAIAR SINNATTAMPI, on leave. His office will be at Udaiyarvalavu, Periyavilathikulam.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed WIJESINGHA MUDIANSSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Tiragandahe korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, on June 26, 1926, during the absence of the Registrar, LOKU BANDA HUNUKUMBURA, on leave. His office will be at Wanduragala.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed WIJESINGHA MUDIANSSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Tiragandahe korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, on July 1, 1926, during the absence of the Registrar, LOKU BANDA HUNUKUMBURA, on leave. His office will be at Wanduragala.

The Additional Assistant Provincial Registrar, Kurunegala, has appointed PATIRANNEHELAGE BABASINNO to act as Registrar of Births and Deaths of Meda pattu west division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, on July 1, 1926, during the absence of the Registrar, ADIKARIMUDIANSSELAGE APPUHAMY, on leave. His office will be at Paragammana.

The Provincial Registrar, Ratnapura, has appointed PATIRAGE PUNCHIAPPUHAMI to act as Registrar of Births and Deaths of Madampe division, and of Marriages (General) of Atakalan korale division, in the Ratnapura District of the Province of Sabaragamuwa, for eight days from July 8, 1926, during the absence of the Registrar, DON MAXMILLION RASINGHA, on leave. His office will be at Jayasundara Walauwewatta in Madampe.

The Additional Assistant Provincial Registrar, Kegalla, has appointed CHARLES SENANAYAKA to act as Registrar of Marriages (General) of Kegalla town, within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, for four days from June 30, 1926, during the absence of the Registrar, ANDRAVAPATABENDI THEYONIS DE VAS GOONWARDENA, on leave. His office will be at the Land Registry, Kegalla.

Registrar-General's Office,
Colombo, July 7, 1926.

E. R. DE SILVA,
Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

“THE HOLIDAYS ORDINANCE, 1886.”

It is hereby notified that His Excellency the Governor has been pleased, in terms of section 9 of Ordinance No. 4 of 1886, to appoint Monday, July 26, to be a Bank Holiday on account of the Vel Festival.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

“THE STAMP ORDINANCE, NO. 22 OF 1909.”

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

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

COMPANIES REFERRED TO.

Ceylon Teas, Limited.
St. Martins Tea and Rubber Company, Limited.

“THE LOCAL BOARDS' ORDINANCE, 1898.”

BY-LAWS made by the Local Board of Health and Improvement, Kurunegala, in pursuance of section 56 (2A) of the above-named Ordinance and confirmed by His Excellency the Governor, with the advice of the Executive Council, in terms of section 57 of the said Ordinance, are hereby published for general information.

Colonial Secretary's Office,
Colombo, June 23, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAWS REFERRED TO.

1. Public stands for mechanically propelled coaches and other mechanically propelled vehicles plying for hire shall be appointed at the following places:—

- (1) At the junction of St. Anna's street and Puttalam road;
- (2) At Morris street facing the esplanade;
- (3) At Dambulla road opposite Land Registry;
- (4) At the market place by Colombo road;
- (5) At Saunder's street;

and at such other places whereof due notice shall be given.

2. When such public stands shall be appointed the proper authority shall cause due notice thereof to be given in such public manner as to him may seem fit that the same will be opened for public use on a date to be fixed in the said notice, and no mechanically propelled coach or mechanically propelled vehicle shall remain for hire from that date, except at one of such stands, or at the owner's residence or place of business, or other place belonging to private individuals.

3. A mechanically propelled vehicle brought into the stand shall be parked in such a manner that it shall cause no inconvenience to other vehicles in the stand or coming into the stand, and in such a manner that it shall not obstruct the free movements of other vehicles in the stand. The driver of such a vehicle shall always be in attendance on his vehicle and shall move his vehicle when reasonably called upon to do so by other drivers of vehicles for the purpose of obtaining ingress or egress.

4. All drivers and other persons in charge of vehicles in the stand shall conduct themselves in an orderly manner, and shall not be found in a stand in a state of drunkenness, and shall not accost or molest passengers.

5. No mechanically propelled coaches or lorries for the conveyance of goods shall be left or permitted to remain in any public road except for such time as shall be necessary only for the taking up or setting down of passengers and for loading and unloading of goods respectively.

6. No mechanically propelled coaches shall be halted in any part of the Bazaar street or Esplanade street at any time for any purpose whatsoever. Lorries for the conveyance of goods shall be halted in the Bazaar street only for such time as shall be necessary for loading and unloading goods.

7. All mechanically propelled coaches are prohibited from using the following roads for any purpose whatsoever save as hereinafter expected:—

- | | |
|--|---|
| <ol style="list-style-type: none"> (1) Mitford street. (2) Sharpe road. (3) Circular road West. | <ol style="list-style-type: none"> (4) Bazaar street. (5) Esplanade street. |
|--|---|

Lorries conveying goods to or from the premises of persons resident along the Bazaar street are exempted.

8. No mechanically propelled coach or lorry for the conveyance of goods shall proceed at a greater speed than 8 miles per hour within the Local Board limits of the town.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on July 1, 1926.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

Rule referred to.

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

TELEPHONE CALL OFFICE AT KOSGODA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

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

* From Call Office also 15 cents.

† To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on July 1, 1926.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

Rule referred to.

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

TELEPHONE CALL OFFICE AT PANNALA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

	Rs. c.
Between Pannala and Giriulla	0 15*
Dandagamuwa	0 15
Polgahawela and Rambukkana†	0 25
Colombo, Kandy, and Kurunegala	0 50

* From Call Office also 15 cents.

† To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on July 1, 1926.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

Rule referred to.

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

TELEPHONE CALL OFFICE AT GAMMADUWA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

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

* To be opened shortly.

† From Call Office also 15 cents.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on July 1, 1926.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

Rule referred to.

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

TELEPHONE CALL OFFICE AT TELLIPPALLAI POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

Between Tellippallai and—	Rs. c.
Chunnakam and Jaffna	0 15*
Kopay†	0 15
Manipay, Vaddukoddai, Karainagar, Pandateruppu, Chavakachcheri,† and Atchuvay†	0 25
Pallai†	0 50

* From Call Office also 15 cents.

† To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on July 1, 1926.

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

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

Rule referred to.

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

TELEPHONE CALL OFFICE AT HANWELLA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

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

* From Call Office also 15 cents.

† To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on July 1, 1926.

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

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

Rule referred to.

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

TELEPHONE CALL OFFICE AT UNAWATUNA SUB-POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

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

* From Call Office also 15 cents.

† To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on July 1, 1926.

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

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

Rule referred to.

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

TELEPHONE CALL OFFICE AT KADAWATA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

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

* From Call Office also 15 cents.

† To be opened shortly.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

RULE made by His Excellency the Governor in Executive Council under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed by the Legislative Council on July 1, 1926.

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

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

Rule referred to.

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

TELEPHONE CALL OFFICE AT MIRISSA POST OFFICE.

Scale of Charges for Three Minutes' Conversation.

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

Between Mirissa and	Rs. c.
Mirissa and Matara and Weligama	0 15*
Habaraduwa and Dondra	0 15
Galle, Gintota, Hakmana, Kamburupitiya, and Magalla	0 25
Ambalangoda, Beruwala, and Elpitiya	0 50
Baddegama, Bandaragama, Kalutara, Maggona, Moratuwa, Neboda, Paiyagala, Panadure, Tebuwana, and Wadduwa	0 75
Colombo, Dehiwala, Horana, Ingiriya, Kelaniya, Kesbewa, Kotte, Mount Lavinia, Ragama, Wattala, Frocester,† and Kadawata†	1 0
Avissawella, Kochchikade, Negombo, Padukka, and Wennappuwa	1 25
Alawwa, Chilaw, Kegalla, Kurunegala, Marawila, Mawanella,† Nattandiya, Polgahawela, and Rambukkana†	1 50
Aranayake,† Galaha, Hewaheta, Kandy, Kandy-Sub, Katugastota, Kiriella, Kundasale, Mawatagama, Narammala,† Peradeniya, Ratnapura, Teldeniya, Wattegama, Wariyapola, and Rambodagala†	1 75
Craighead, Dolosbage, Elkaduwa, Galagedara, Gampola, Kotmale, Lochnagar, Madulkele, Matale, Mousagalla, Nawalapitiya, Panwila, Pussellawa, Ramboda, Rangala, Somerset, Urugala,† Mahawela,† Rattota,† and Gammaduwa†	2 0
Agrapatana, Ambegamuwa, Bogawantalawa, Hatton, Kotagala, Maskeliya, Norwood, Punduloya, Radella, Talawakele, Tillicoultry, Watagoda, Watawala, and Anuradhapura†	2 25
Kandapola, Maturata, Nanu-oya, Nuwara Eliya, Ragalla, and Uda Pussellawa	2 50
Bandarawela, Diyatalawa, Golconda, Haputale, and Nagawatta	2 75
Trincomalee†	3 0

* From Call Office also 15 cents.

† To be opened shortly.

Department of Indian Immigrant Labour.

ORDINANCE No. 13 OF 1889.

Notification No. 15.

IT is hereby notified that His Excellency the Governor in Executive Council has, under the powers conferred on him by section 29 of Ordinance No. 13 of 1889, been pleased to approve the form of Register of Labourers appearing in the schedule hereto in substitution for the form No. II., prescribed in Schedule C to the said Ordinance.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Register of Labourers.

(Section 22.)

1. Serial Number, if any, of Labourer's Immigration Certificate : _____.
2. Name : _____.
3. Father's name : _____.
4. Sex : _____.
5. Race and caste : _____.
6. Approximate age at time of engagement : _____.
7. Distinguishing marks and height : _____.
8. Kangany's name : _____.
9. District in India : _____.
10. Taluk in India : _____.
11. Village in India : _____.
12. Post Office in India : _____.
13. Date of engagement : _____.
14. Date of quitting service : _____.

N.B.—(1) All entries in this register must be written in ink.

(2) The names of and other details regarding all Indian labourers in the employ of the estate whether on check roll, contract, or other account, whether they work regularly or not, and whether they are engaged with or without Discharge Certificates, must be entered in this register as soon as the labourers are engaged. Column 14 must be filled in as soon as a labourer quits service. This register must show at any time the number of Indian labourers in the employ of the estate.

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

BY-LAWS made by the Jaffna Urban District Council under sections 164 and 168 (8) (c) of Ordinance No. 11 of 1920, approved by the Local Government Board, confirmed by the Governor in Executive Council, and published for general information under section 166 (1).

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAWS REFERRED TO.

1. The by-laws published by Notification dated September 5, 1924, in *Government Gazette* No. 7,415 of September 12, 1924, are hereby cancelled.
2. The use by motor buses of roads other than those mentioned in the schedule hereto is prohibited except for the purpose of leaving or entering a garage to which any such road is the only access.
3. Any person committing a breach of the above by-law and also any person causing, suffering, or permitting any other person employed under him or by him to act in contravention of the above by-law shall be guilty of an offence, and shall be liable on conviction to a fine not exceeding Rs. 50.

Schedule.

- (1) Main street.
- (2) Kandy road.
- (3) Esplanade road.
- (4) The portion of Tharakulam road between Esplanade road and First Cross street.
- (5) The portion of First Cross street between Tharakulam road and Hospital road.
- (6) Point Pedro road.
- (7) Kankasanturai road except the portion between Hospital road and Manipay road.
- (8) Hospital road except the portion between Chernia street and Point Pedro road.
- (9) The portion of Chemmah street between Hospital road and Manipay road.
- (10) Manipay road.
- (11) Martyn road.
- (12) Karativu road.
- (13) The portion of Second Cross street between Main street and Beach road.
- (14) The portion of Chernia street between Hospital road and Tharakulam road.

"THE HOUSING AND TOWN IMPROVEMENT ORDINANCE, No. 19 OF 1915."

BY-LAW made by the "Local Authority" to wit, the Municipal Council of Colombo, under section 27 of "The Housing and Town Improvement Ordinance, No. 19 of 1915," and approved by His Excellency the Governor in Executive Council.

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

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

BY-LAW.

By-laws made under section 27 of "The Housing and Town Improvement Ordinance, No. 19 of 1915," and published by Notification dated March 4, 1925, in *Government Gazette* No. 7,449 of March 6, 1925, are hereby amended as follows:—

In by-law 4 for 2 (f) 6 and 7, substitute 2 (f) 6, 7, and 10, and in line 3 of by-law 10 insert "copra may be stored and" between "that" and "this."

Notification under Land Sale Regulations.

IN pursuance of Land Sale Regulation No. 60, notice is hereby given that application has been made by the Ceylon Motor Transit Company, Limited, Colombo, for the lease of 257 acres more or less of Crown land known as Rodimellebedda, Ambalantotayaya, &c., shown as lot 2 and part of 2AA in final village plan No. 61, situated in the village of Walawe in Magam pattu of the Hambantota District, Southern Province, for the purpose of cotton and paddy cultivation by mechanical appliances.

It is hereby notified that with a view to encourage cotton cultivation and the use of mechanical appliances in agriculture in the Hambantota District, the said land will be leased for the purpose of such cultivation to the applicant company without public competition for a period of ten years at a rent of 50 cents per acre for the first three years and Re. 1.50 per acre thereafter, with the option of purchasing the land on the expiration of the lease at Rs. 50 per acre, unless valid reasons to the contrary are adduced to the satisfaction of His Excellency the Governor within six weeks from the date hereof.

Colonial Secretary's Office,
Colombo, July 9, 1926.

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

"THE VILLAGE COMMUNITIES ORDINANCE, No. 9 OF 1924."

RULES made by the Village Committee of the subdivision of Eravur in the Chief Headman's division called Eravur, Koralai, and Rugam pattus, in the District of Batticaloa, Eastern Province, and approved by His Excellency the Governor in Executive Council.

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

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

RULES REFERRED TO.

- (a) The use of the net called Karaivalai is absolutely prohibited in any part of the Batticaloa lagoon.
(b) The use of any nets other than Vichchuvai, Sanalvichchuvai, Silvalai, Polvalai (otherwise Adasalvalai) is absolutely prohibited in any part of the lagoon. Silvalai does not include the small-meshed cotton net known as Siruvalai.
(c) In any part of the Batticaloa lagoon the use of the net called Silvalai is prohibited from December 1 to March 31, and the use of Polvalai or Adasalvalai is prohibited from April 1 to November 30.

"THE VILLAGE COMMUNITIES ORDINANCE, No. 9 OF 1924."

RULES made by the Village Committee of the subdivision of Mannmunai East in the Chief Headman's division called Mannmunai pattu north, in the District of Batticaloa, Eastern Province, and approved by His Excellency the Governor in Executive Council.

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

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

RULES REFERRED TO.

Rule 17 of the rules published under Notification dated June 4, 1907, in the Supplement to the *Government Gazette* No. 6,197, dated July 26, 1907, is hereby repealed, and the following substituted therefor:—

17. (a) The use of the net called Karaivalai is absolutely prohibited in any part of the Batticaloa lagoon.
(b) The use of any nets other than Vichchuvai, Sanalvichchuvai, Silvalai, Polvalai (otherwise Adasalvalai) is absolutely prohibited in any part of the lagoon. Silvalai does not include the small-meshed cotton net known as Siruvalai.
(c) The use of any kind of net is prohibited within the actual channel into the sea or anywhere within a radius of 150 fathoms from the point to which the surf reaches in the centre of the channel.
(d) The use of any net except Vichchuvai is prohibited in the portion of the lagoon lying between the Bar to the north and the lines J K and L M in the map referred to in rules published in the Supplement to the *Government Gazette* No. 6,197, dated July 26, 1907, to the south. J K being a line drawn from Vellaikallu to Timilativu Point and L M a line drawn due east through the southernmost point of Buffalo Island to Arappattai.
(e) In the remainder of the Batticaloa lagoon outside the area defined in rule (d) from the boundary of Eravur the use of the net called Silvalai is prohibited from December 1 to March 31, and the use of Polvalai or Adasalvalai is prohibited from April 1 to November 30.

"THE VILLAGE COMMUNITIES ORDINANCE, NO. 9 OF 1924."

RULES made by the Village Committee of the subdivision of Mannmunai South-west in the Chief Headman's division called Mannmunai pattu north, in the District of Batticaloa, Eastern Province, and approved by His Excellency the Governor in Executive Council.

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

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

RULES REFERRED TO.

Rule 17 of the rules published under Notification dated June 4, 1907, in the Supplement to the *Government Gazette* No. 6,197, dated July 26, 1907, is hereby repealed, and the following substituted therefor:—

17. (a) The use of the net called Karaivalai is absolutely prohibited in any part of the Batticaloa lagoon.
 (b) The use of any nets other than Vichchupalai, Sanalvichchupalai, Silvalai, Polvalai (otherwise Adasalvalai) is absolutely prohibited in any part of the lagoon. Silvalai does not include the small-meshed cotton net known as Sirupalai.
 (c) The use of any kind of net is prohibited within the actual channel into the sea or anywhere within a radius of 150 fathoms from the point to which the surf reaches in the centre of the channel.
 (d) The use of any net except Vichchupalai is prohibited in the portion of the lagoon lying between the Bar to the north and the lines J K and L M in the map referred to in rules published in the Supplement to the *Government Gazette* No. 6,197, dated July 26, 1907, to the south. J K being a line drawn from Vellaikallu to Timilativu Point and L M a line drawn due east through the southernmost point of Buffalo Island to Arappattai.
 (e) In the remainder of the Batticaloa lagoon outside the area defined in rule (d) from the boundary of Eravur the use of the net called Silvalai is prohibited from December 1 to March 31, and the use of Polvalai or Adasalvalai is prohibited from April 1 to November 30.

"THE VILLAGE COMMUNITIES ORDINANCE, NO. 9 OF 1924."

RULES made by the Village Committee of the subdivision of Mannmunai North-west in the Chief Headman's division called Mannmunai pattu north, in the District of Batticaloa, Eastern Province, and approved by His Excellency the Governor in Executive Council.

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

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

RULES REFERRED TO.

Rule 17 of the rules published under Notification dated June 4, 1907, in the Supplement to the *Government Gazette* No. 6,197, dated July 26, 1907, is hereby repealed, and the following substituted therefor:—

17. (a) The use of the net called Karaivalai is absolutely prohibited in any part of the Batticaloa lagoon.
 (b) The use of any nets other than Vichchupalai, Sanalvichchupalai, Silvalai, Polvalai (otherwise Adasalvalai) is absolutely prohibited in any part of the lagoon. Silvalai does not include the small-meshed cotton net known as Sirupalai.
 (c) The use of any kind of net is prohibited within the actual channel into the sea or anywhere within a radius of 150 fathoms from the point to which the surf reaches in the centre of the channel.
 (d) The use of any net except Vichchupalai is prohibited in the portion of the lagoon lying between the Bar to the north and the lines J K and L M in the map referred to in the rules published in the Supplement to the *Government Gazette* No. 6,197, dated July 26, 1907, to the south. J K being a line drawn from Vellaikallu to Timilativu Point and L M a line drawn due east through the southernmost point of Buffalo Island to Arappattai.
 (e) In the remainder of the Batticaloa lagoon outside the area defined in rule (d) from the boundary of Eravur the use of the net called Silvalai is prohibited from December 1 to March 31, and the use of Polvalai or Adasalvalai is prohibited from April 1 to November 30.

"THE VILLAGE COMMUNITIES ORDINANCE, NO. 9 OF 1924."

RULES made by the Village Committee of the subdivision of Batticaloa town in the Chief Headman's division called Mannmunai pattu north, in the District of Batticaloa, Eastern Province, and approved by His Excellency the Governor in Executive Council.

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

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

RULES REFERRED TO.

Rule 17 of the rules published under Notification dated June 4, 1907, in the Supplement to the *Government Gazette* No. 6,197, dated July 26, 1907, is hereby repealed, and the following substituted therefor:—

17. (a) The use of the net called Karaivalai is absolutely prohibited in any part of the Batticaloa lagoon.
 (b) The use of any nets other than Vichchupalai, Sanalvichchupalai, Silvalai, Polvalai (otherwise Adasalvalai) is absolutely prohibited in any part of the lagoon. Silvalai does not include the small-meshed cotton net known as Sirupalai.
 (c) The use of any kind of net is prohibited within the actual channel into the sea or anywhere within a radius of 150 fathoms from the point to which the surf reaches in the centre of the channel.
 (d) The use of any net except Vichchupalai is prohibited in the portion of the lagoon lying between the Bar to the north and the lines J K and L M in the map referred to in rules published in the Supplement to the *Government Gazette* No. 6,197, dated July 26, 1907, to the south. J K being a line drawn from Vellaikallu to Timilativu Point and L M a line drawn due east through the southernmost point of Buffalo Island to Arappattai.
 (e) In the remainder of the Batticaloa lagoon outside the area defined in rule (d) from the boundary of Eravur the use of the net called Silvalai is prohibited from December 1 to March 31, and the use of Polvalai or Adasalvalai is prohibited from April 1 to November 30.

"THE TEA RESEARCH ORDINANCE, NO. 12 OF 1925."

HIS Excellency the Governor has been pleased, under section 5 of Ordinance No. 12 of 1925, to appoint Mr. John Horsfall to be a Member of "The Board of the Tea Research Institute of Ceylon," vice Mr. D. S. Cameron.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

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

BY-LAW made by His Excellency the Governor, with the advice of the Executive Council, under section 18 (2) (g) of "The Vehicles Ordinance, No. 4 of 1916," for the small town of Dehiwala-Mount Lavinia in the District of Colombo.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAW REFERRED TO.

The driver of any motor vehicle licensed for hire shall not stand the said vehicle nor permit the same to stand on any portion of the Colombo-Galle road between Dehiwala bridge and Mount Lavinia, except for such time as shall be necessary only for the taking up and setting down of passengers or except at the halting place established at the Mount Lavinia Station road.

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

BY-LAW made by His Excellency the Governor, with the advice of the Executive Council, for the District of Ratnapura, Province of Sabaragamuwa, under section 18 of the above-named Ordinance.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAW.

No person shall use a motor omnibus on any of the roads specified in the schedule hereto.

Schedule.

1. Balaḡoda-Mahawalatenna road.
2. Talawitiya-Kurugammodara road.
3. Malwala-Illukwatta-Carney road.

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

IT is hereby notified for general information, under motor by-law No. 18 (4) A published in *Government Gazette* of August 18, 1922, that His Excellency the Governor in Executive Council has been pleased to declare that the road mentioned in the schedule hereto annexed is unsuitable for motor vehicles exceeding two tons in weight when fully loaded and equipped.

Colonial Secretary's Office,
Colombo, June 16, 1926.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

Central Province, Harispattu Division.
Arambakade-Bokkawela estate cart road.

"THE CEYLON PASSPORT ORDINANCE, NO. 20 OF 1923."

RULE made by His Excellency the Governor in Executive Council under section 3 of "The Ceylon Passport Ordinance, No. 20 of 1923," and laid before the Legislative Council on July 1, 1926, is published for general information.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

RULE REFERRED TO.

Rule 1 of the rules appearing in Notification dated February 7, 1925, published in the *Government Gazette* No. 7,446 dated February 13, 1925, is hereby amended by deleting the words "British subject" in line 4 thereof, and substituting therefor the words "permanent resident of Ceylon or India, being a British subject."

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

REGULATION made by the Sanitary Board of the Matara District, Southern Province, under section 9 E (2) of "The Small Towns Sanitary Ordinance, 1892," in respect of the town of Dondra and approved by His Excellency the Governor in Executive Council.

Colonial Secretary's Office,
Colombo, June 30, 1926.

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

REGULATION REFERRED TO.

Regulation 1 of Chapter II. of the regulations relating to the time and place of meetings and order to be observed thereat published by Notification dated April 28, 1925, in *Government Gazette* No. 7,461 dated May 8, 1925, is hereby repealed, and the following substituted therefor:—

The ordinary meetings of the Board shall be held whenever there is business to be transacted at the Matara Kachcheri or other convenient place, provided that it shall be lawful for the Board to adjourn any meeting as it may deem fit.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

REGULATION made by the Sanitary Board of the Matara District, Southern Province, under section 9 E (2) of "The Small Towns Sanitary Ordinance, 1892," in respect of the town of Weligama and approved by His Excellency the Governor in Executive Council.

Colonial Secretary's Office,
Colombo, June 30, 1926.

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

REGULATION REFERRED TO.

Regulation 1 of Chapter I. of the regulations relating to the time and place of meetings and order to be observed thereat published by Notification dated April 28, 1925, in *Government Gazette* No. 7,461 dated May 8, 1925, is hereby repealed, and the following substituted therefor:—

The ordinary meetings of the Board shall be held whenever there is business to be transacted at the Matara Kachcheri or other convenient place, provided that it shall be lawful for the Board to adjourn any meeting as it may deem fit.

"THE CEYLON RAILWAYS ORDINANCE, 1902."

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

Colonial Secretary's Office,
Colombo, June 30, 1926.

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

RULE REFERRED TO.

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

Commodity.	Class.	Condition.
Copra	5	W/6

THE following notice received from the Commander-in-Chief in India is published for general information.

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

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

Great War Pensions.

Time Limit within which Claims to Disability Pension must be made.

Claims by British officers, nurses, and British other ranks of the British and Indian services to any pension, grant, gratuity, or allowance in respect of disablement incurred in the Great War (including claims by pensioners for additional disabilities) can only be considered if made within seven years after date of discharge or within seven years after the termination of the War (August 31, 1921), whichever date is the earlier.

Applications for any class of Great War pension, and other relevant communications should be addressed to the Military Audit Officer for the area in which the applicant resides.

"THE CEYLON MEDICAL COLLEGE ORDINANCE, 1905."

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, June 23, 1926.

A. G. M. FLETCHER,
Colonial Secretary.

RULE.

The following additions shall be made to the table of College fees published by Notification dated May 25, 1920, in *Government Gazette* No. 7,107 of June 4, 1920 :—

	Second Professional Subjects.		Short Session.	
	Long Session.		First Course.	Second or Subsequent Course.
	First Course.	Second or Subsequent Course.		
	Rs. c.	Rs. c.	Rs. c.	Rs. c.
Physiology revision (from students who joined the Ceylon Medical College between October 1, 1920, and July 31, 1924)	—	—	—	15 0

NOTICES CALLING FOR TENDERS.

SCHEDULES of rates are hereby invited for the construction of a new hospital at Watawala, consisting of the following :—

- (1) Administration block.
- (2) Two Wards of 18 beds each.
- (3) Maternity Ward of 4 beds.
- (4) Matron's, Nurses', and Steward's Quarters.
- (5) Attendant's Quarters, Kitchen, &c.

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

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

4. Schedules of rates, in respect of each of the foregoing projects must be submitted, in duplicate, on forms to be obtained from the Office of the District Engineer, Dikoya. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported. Both copies of schedules shall be duly signed and dated and forwarded in a securely sealed envelope, the original addressed to the Provincial Engineer, Central Province South, Nuwara Eliya, and the duplicate addressed to the District Engineer, Dikoya, endorsed on the outside "Schedule of Rates, Administration Block, Watawala Hospital," or "Schedules of Rates, Two Wards, Watawala Hospital, &c." (as the case may be), so as to reach the offices of the foregoing officers, on or before 12 noon on July 20, 1926.

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

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

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

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

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

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

Public Works Office,
Colombo, July 6, 1926.

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

SCHEDULES of rates are hereby invited for the construction of a Hospital at Giriulla, consisting of the following blocks :—

- (a) Medical Officer's quarters.
- (b) Apothecary's quarters.
- (c) Administration block.
- (d) Kitchen block and store.
- (e) Mortuary and cart shed.
- (f) Male Medical ward.
- (g) Male Surgical ward.
- (h) Female Medical ward.
- (i) Female Surgical ward.
- (j) Maternity ward.
- (k) Isolation ward.

2. Each of the works to be undertaken on agreements to be entered into monthly by the District Engineer, Dandagamuwa, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, North-Western Province, Kurunegala.

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, North-Western Province, Kurunegala, or from the District Engineer, Dandagamuwa, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays 9.30 A.M. and 12 noon).

4. Schedules of rates in respect of each of the foregoing projects must be submitted on forms to be obtained from the Office of the Provincial Engineer, North-Western Province, Kurunegala, or from the District Engineer, Dandagamuwa, in duplicate duly signed, and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Dandagamuwa, endorsed on the outside "Schedule of Rates for the construction of a Hospital at Giriulla," so as to reach the offices of the foregoing officers on or before 12 noon, on July 26, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such imported materials as will be furnished.

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

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

7. The accepted tenderer in each instance will be required to complete and hand over the works to the District Engineer, Dandagamuwa, 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, North-Western Province, Kurunegala, 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 of any of the schedules of rates submitted, nor to give all the works included in each of the foregoing projects or in any one item to any one contractor.

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

SCHEDULES of rates are hereby invited for the erection of the following buildings of Polonnaruwa Hospital:—

(a) Administration block.

(b) Kitchen with 3 stores, stall, servants latrine, wire fencing, and gate.

(c) Apothecary's quarters.

2. Each of the works to be undertaken on agreements to be entered into monthly by the District Engineer, Maradankadawela, and the contractor, on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, North-Central Province, Anuradhapura.

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, North-Central Province, Anuradhapura, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9. A.M. and 2 P.M.).

4. Schedules of rates, in respect of each of the foregoing projects must be submitted, in duplicate, on forms to be obtained from the Office of the Provincial Engineer, North-Central Province, Anuradhapura. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported. Both copies of schedules shall be duly signed and dated and forwarded in a securely sealed envelope, the original addressed to the Provincial Engineer, North-Central Province, Anuradhapura, and the duplicate addressed to the District Engineer, Maradankadawela,

endorsed on the outside "Schedule of Rates, Administration Block, Polonnaruwa Hospital," or "Schedule of Rates, Apothecary's Quarters, Polonnaruwa Hospital, &c." (as the case may be), so as to reach the offices of the foregoing officers, on or before 12 noon on July 20, 1926.

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

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

7. The successful tenderer will be required to complete and hand over the works to the District Engineer, Maradankadawela, 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, North-Central Province, Anuradhapura, 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 any one of the foregoing projects or in any one item to any one contractor.

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

SCHEDULES of rates are hereby invited for carrying out the following additions to Dimbula Hospital:—

(a) Additions to Nurses quarters, (b) Infectious Diseases Ward for four beds.

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

3. The drawings, specification, bill of quantities, and form of monthly agreement can be seen and all other information obtained from the Office of the District Engineer, Dimbula, 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 in respect of each of the foregoing projects must be submitted on forms to be obtained from the District Engineer, Dimbula, in duplicate, duly signed, and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province South, Nuwara Eliya, and the duplicate addressed to the District Engineer, Dimbula, endorsed on the outside "Schedule of Rates, Additions, Dimbula Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on July 19, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

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

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

8. The successful tenderer will be required to complete and hand over the works to the District Engineer, Dimbula, on or before a date to be agreed upon.

9. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Central Province

South, Nuwara Eliya, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

TENDERS are hereby invited for tracing a road from Delwella in the Ratnapura District to Badureliya in the Kalutara District, an approximate length of 20 miles, in the Sabaragamuwa and Western Provinces, and the preparation of all necessary plans and sections.

2. Tenders must be marked "Tender for the Survey of a road from Delwella to Badureliya," in the left hand top corner of the envelope, and should reach the office of the Provincial Engineer, Sabaragamuwa, not later than midday, on July 20, 1926.

3. Tenders should either be deposited in the tender box in the Office of the Provincial Engineer, Sabaragamuwa, Ratnapura, or be sent to him through the post.

4. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Sabaragamuwa, and no tender will be considered unless it is furnished on the recognized form thus obtained. 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. Specifications may be seen and further information obtained on application at the Office of the Provincial Engineer, Sabaragamuwa, any week day between the hours of 9 A.M. and 4.30 P.M. (Saturdays, 9 A.M. to 1 P.M.).

6. The work to be completed and handed on to the Provincial Engineer, Sabaragamuwa, on or before a date to be agreed upon.

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 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, Sabaragamuwa, Ratnapura, 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, and reserves to itself the right of accepting any portion of a tender.

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

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

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

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

4. Tenders should be marked "Tenders for the purchase of Timber and Firewood, Southern Division (West)," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests, Kandy, not later than midday on Tuesday, August 3, 1926.

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

6. A deposit of Rs. 20 for each of the coupes to be tendered for 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.

7. Tenderers should satisfy themselves by inspection before tendering as to the acreage and contents of the demarcated coupes referred to in the annexed schedule, as the figures given therein are estimated only and their

correctness is in no way guaranteed. The boundaries of each coupe will be pointed out by the local Forest Ranger.

8. The successful tenderer will be required to execute a purchase agreement in respect of each coupe, and all tenderers should read and initial a copy of this agreement at the Office of the Divisional Forest Officer, Southern Division (West), at the time of obtaining tender forms.

9. Before execution of the agreement the purchaser will be required (a) to pay either the full purchase amount or, if paying by instalments, 40 per cent. thereof, (b) to deposit as security for efficient and punctual fulfilment of the agreement 10 per cent. of the full purchase amount tendered by him. If paying by instalments the balance 60 per cent. of the full purchase price shall be paid by the purchaser in two equal instalments in accordance with clauses 2 and 4 of the special conditions set out below in this notice.

10. After payment of the first instalment of the purchase price, deposit of the security, and execution of the agreement the purchaser will be entitled on application to refund of his tender deposit. Should the successful tenderer fail to carry out the requirements of clauses 8 and 9 of this notice within 14 days of receiving notice in writing from the Divisional Forest Officer, that his tender has been accepted, the Rs. 20 deposited for each coupe will be forfeited to the Crown. The unsuccessful tenderer will be entitled to a refund of the amount deposited by him on application to the Divisional Forest Officer concerned.

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

12. No tender will be considered unless the procedure laid down above has been strictly complied with. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all tenders and of accepting any portion of a tender.

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

SPECIAL CONDITIONS.

(1) On payment of the full purchase amount the purchaser shall be entitled to fell and remove on or before April 30, 1927, in the manner specified below, all the timber and firewood contained in the purchased coupe, or coupes. Any timber or firewood not removed by the expiry date April 30, 1927, shall *ipso facto* revert to the Crown.

14. No offer below 45 cents per cubic yard for the estimated firewood contents will be accepted.

If these coupes are not sufficient to meet the local demand for firewood, further coupes will be demarcated from time to time.

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

(3) The purchaser shall agree to commence felling along the full lengths of the southern boundary of each coupe and to progress this felling line in the direction of the northern boundary, always keeping it parallel to the southern boundary along which felling commences.

(4) The purchaser shall pay for the second instalment or in all 70 per cent. of the full purchase price within five months, and the third and final instalment within eight months of the date of execution of the agreement. Should the purchaser fail to pay the second and final instalment when due, it shall be within the discretion of Divisional Forest Officer to cancel the agreement as from the date of such default. Any unremoved timber will revert to the Crown as from the date of such cancellation, and the purchaser will forfeit all claims thereto. On no account shall any postponement of the instalment payments or extension of the felling dates be granted.

(5) Should the purchaser fell or remove timber trees in excess of the quantity specified in special condition 2.

nothing in the agreement shall exempt him from being liable for illicit felling and removal under the Forest Ordinance, No. 16 of 1907.

(6) The purchaser will be required to spread the branchwood evenly over the coupes immediately after conversion so as to leave no bare patches liable to soil erosion.

(7) The purchaser shall either exercise such personal supervision as will ensure the conditions of this agreement being efficiently executed or employ an efficient supervisor.

(8) The purchaser or his agent or workmen shall not damage any boundary pillars or Inga Saman plants or block up the boundaries by depositing any brushwood or branches. All lines so blocked must be re-cleared by the purchaser.

(9) A general removal permit will be issued by the Divisional Forest Officer authorizing the purchaser to remove the timber and firewood standing in one-third, two-thirds, or of the full coupe (according to the purchase amount paid *vide* conditions 2 and 4) in such daily quantities as will be specified in cart notes which must accompany each and every cart in transit. The Forest Ranger or the Forest Overseer or the Forest Guard will measure up the wood which is ready for removal twice daily at 9.30 A.M. and 3.30 P.M., and will issue the necessary cart notes which shall accompany each and every cart in transit.

(10) The purchaser shall agree that for each and every infringement of the above conditions he shall become liable to a fine of not exceeding Rs. 100, to be imposed by the Divisional Forest Officer in writing at his discretion, and to be recovered from the purchaser's security money.

(11) The purchaser shall agree that, in the event of security money having become exhausted, it shall be within the discretion of the Divisional Forest Officer either (a) to accept a further security deposit amounting to 10 per cent. of the full tendered purchase price, or (b) to cancel the agreement and to refund to the purchaser such balance of the paid up purchase money, if any, as remains after deducting the value of firewood removed by the purchaser on the date of such cancellation. For the purpose of this clause the value of each removed cubic yard of firewood shall be reckoned at full royalty rates.

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

The purchaser shall be required to cut all material in the coupe or coupes in the coppice system by four distinct operations as follows:—

Operation 1.

All herbaceous and undergrowth other than tree growth shall be cut out. This operation shall commence along the full length of one boundary of each coupe and proceed in a straight line to the opposite boundary of that coupe. The whole area of each coupe must thus be covered including those portions, if any, which contain no tree growth.

Operation 2.

All tree seedlings and saplings which are under one inch diameters shall be coppiced out within two inches of the ground by means of sharp cutties or any other instrument authorized by the Divisional Forest Officer. This operation shall commence from and proceed to the same boundaries and in the same alignment as operation 1. Not less than three days shall have elapsed between the execution of operation 1 and the commencement of operation 2 in any portion of the area, and there shall be an interval on the ground of not less than one chain between operations 1 and 2 except where the terminating boundary is reached.

Operation 3.

All saplings which are over one inch in diameter and not exceeding eight inches in diameter shall be felled within twelve inches of the ground, and on the day of felling the stools shall be coppiced by means of sharp adzes cleanly and flush with the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 2, as the latter is required to proceed with in relation to operation 1.

Operation 4.

All trees over eight inches in diameter shall be felled within two inches of the ground and within three days of felling all the stools which are between eight inches and fifteen inches diameter shall be coppiced cleanly and to within one inch of the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 1.

Separate working parties shall be assigned to these four separate operations, and separate workmen shall be detailed to keep the coppicing tools invariably sharp. The purchaser shall either exercise such personal supervision as will ensure this work being executed efficiently, or employ an efficient supervisor.

SCHEDULE.

Servise A Etamessankele.

The area to be exploited is:—

Eight coupes demarcated in Etamessankele, situated at Dorape and Angulugaha in Talpe pattu of the Galle District. Each coupe is approximately 2 acres in extent and estimated to contain 200 cubic yards of firewood.

J. D. SARGENT,

Conservator of Forests.

Office of the Conservator of Forests,
Kandy, July 2, 1926.

SCHEDULES of rates are hereby invited for constructing section 1 of the Taldena-Uraniya-Alutnuwara road, viz., from Ambalam to Arawe estate road junction.

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

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

5. Schedules of rates must be submitted on forms to be obtained from the Office of the Provincial Engineer, Uva, Badulla, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Uva, Badulla, and the duplicate addressed to the District Engineer, Badulla, endorsed on the outside "Schedule of Rates, Construction of Taldena-Uraniya-Alutnuwara Road," so as to reach the offices of the foregoing officers on or before 12 noon on July 23, 1926. Each schedule to include alternative rates in respect of each item necessitating the use of imported articles, viz., one rate including the value of all materials, the other omitting such as are imported.

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

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

8. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with another 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, 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.

Public Works Office,
Colombo, June 28, 1926.

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

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned private property of long-sentenced prisoners of Welikade Prison, will be sold by public auction, at the Welikade Prison premises, at 11 A.M. on Saturday, July 31, 1926 :—

55 sarongs	2 pairs shoes
38 banians	2 pairs garters
25 belts	2 ties
24 cloths	2 hats
18 handkerchiefs	1 box of matches
4 towels	1 car dust cap
14 shirts	1 comb
6 coats	1 brass armet
3 pairs trousers	1 shop stud
1 suspender	3 white metal studs
2 collars	4 common coat buttons
2 pair socks	1 brass pin

July 1, 1926.

C. C. SCHOKMAN,
Superintendent.

NOTICE is hereby given that the following private properties of long-sentenced and deceased prisoners of Bogambra Prison, will be sold by public auction at the Prison premises on July 24, 1926, at 11 A.M. :—

27 sarongs	9 shirts
5 coats	5 towels
15 cloths	3 rags
10 banians	1 pair sandals
21 handkerchiefs	1 umbrella
16 belts	8 shop buttons

July 1, 1926.

C. P. BROHIER,
Superintendent of Prisons, Kandy.

NOTICE is hereby given that the following unclaimed effects of dead patients, and unclaimed productions

in criminal cases, will be sold by public auction on Saturday July 17, 1926, at 10.30 A.M. :—

38 bangles	
11 necklets of beads	
9 earrings	
4 nose studs	
1 thali	
2 silver bangles	
1 table knife	
5574/17172	.. Mat bags
5583/23805	.. Towel
5588/17003	.. Box, key
5590/17339	.. Mamotty
5594/25132	.. Katty
5597/25094	.. Box, mamotty
5606/24782	.. Piece of iron
5613/25135	.. Book, tray, bottle
5621/16920	.. Mat, 3 empty bottles, mat box, mat tray
5625/17300	.. Katty
5626/17221	.. Rice pounder, two katties
5635/17681	.. Mat, two towels
5642/17524	.. Six pieces of rope, towel
5644/18065	.. Hasp
5648/18056	.. 21 books, razor, towel, wooden box, staple
5652/26375	.. Gunny bag
5654/26635	.. Silk handkerchief, belt, box of soap
5657/27149	.. 9 planks, box
5661/26711	.. White cloth, shirt, red shawl, pair sandals
5667/27366	.. Banian
5675/17007	.. Brass lamp
5674/18407	.. Coir rope, box, pillow case, cloth, lamp
5682/17332	.. Brown coat, box
5685/18609	.. Katty, burnt chair, umbrella
5688/18467	.. Key
5699/28484	.. 9 coconuts, gunny bag
5686/18633	.. 3 pieces of cloth, gunny bag, mat bag

District Court,
Kurunegala, June 28, 1926.

G. FURSE ROBERTS,
District Judge.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended July 3, 1926.

Births.—The total births registered in the city of Colombo in the week were 112 (1 European, 14 Burghers, 67 Sinhalese, 11 Tamils, 12 Moors, 5 Malays, and 2 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1926, viz., 258,905) was 22·6, as against 32·0 in the preceding week, 25·7 in the corresponding week of last year, and 29·9 the weekly average for last year.

Deaths.—The total deaths registered were 154 (2 Europeans, 5 Burghers, 87 Sinhalese, 23 Tamils, 26 Moors, 7 Malays, and 4 Others). The death-rate per 1,000 per annum was 31·0, as against 30·2 in the previous week, 38·1 in the corresponding week of last year, and 30·3 the weekly average for last year.

Infantile Deaths.—Of the 154 total deaths, 36 were of infants under one year of age, as against 46 in the preceding week, 51 in the corresponding week of the previous year, and 33 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 10.

Principal Causes of Death.—1. (a) Twenty deaths from *Pneumonia* were registered, 10 in Maradana hospitals (including 5 deaths of non-residents), 3 in Kotahena South, 2 in St. Paul's, and 1 each in New Bazaar, Maradana North, Slave Island, Kollupitiya, and Wellawatta North, as against 21 in the previous week and 18 the weekly average for last year.

(b) Ten deaths from *Influenza* were registered, 2 each in St. Paul's, San Sebastian, Kotahena North, Maradana South, and Slave Island, as against 4 in the previous week, and 5 the weekly average for last year.

(c) Six deaths from *Bronchitis* were registered, 2 each in San Sebastian and Slave Island, and 1 each in New Bazaar and Maradana hospital (of a non-resident), as against 4 in the previous week, and 5 the weekly average for last year.

2. Fifteen deaths from *Phthisis* were registered, 7 in Maradana hospitals (including 1 death of a non-resident), 2 each in St. Paul's and Slave Island, and 1 each in Kotahena South, Maradana South, Kollupitiya, and Wellawatta North, as against 11 in the previous week, and 14 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered, 1 each in Maradana hospital (of a non-resident), and Maradana East, as against 4 in the previous week, and 6 the weekly average for last year.

4. Sixteen deaths were registered from *Infantile Convulsions*, 12 from *Enteritis*, 5 from *Diarrhoea*, 4 from *Debility*, 3 each from *Dysentery* and *Worms*, 2 from *Puerperal Septicaemia*, 1 from *Tetanus*, and 55 from *Other Causes*.

5. Thirteen cases of *Chickenpox* and 7 each of *Measles* and *Enteric Fever* were reported during the week, as against 8, 10, and 7, respectively, of the preceding week. No case of *Plague* was reported either this week or in the previous week.

State of the Weather.—The mean temperature of air was 81·3°, against 81·2° in the preceding week and 81·5° in the corresponding week of the previous year. The mean atmospheric pressure was 29·815 in., against 29·786 in. in the preceding week and 29·849 in. in the corresponding week of the previous year. The total rainfall in the week was 1·40 in., against 3·35 in. in the preceding week and 0·19 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, July 6, 1926.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE BALANGODA TEA AND RUBBER ESTATES, LIMITED.

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1092
- Rs 1,092/- for the publication
1. The name of the Company is "THE BALANGODA TEA AND RUBBER ESTATES, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is to be established are—
 - (1) To purchase, or otherwise acquire two allotments of land (near Balangoda) aggregating in extent 900 acres, more or less, situate in the village Panane, District of Ratnapura of the Island of Ceylon.
 - (2) To purchase, take on lease, or in exchange, hire or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights and others rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects and other property, real or personal, immovable or movable, of any kind.
 - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
 - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
 - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever either in a prepared, manufactured, or raw state, and either by wholesale or retail.
 - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, and boats; and any other business which can or may conveniently be carried on in connection with any of them.
 - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase or otherwise acquire, any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights and information so acquired.
 - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation and (or) sale.
 - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
 - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, hire, or otherwise acquire and hold vans, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, buildings, erections, roads, water-courses, docks, wharves, jetties, and other works, and conveniences which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interests; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
 - (12) To cultivate, manage, and superintend estates and properties in the Island of Ceylon, the Federated Malay States, India and elsewhere, and generally to undertake the business of estate agents in the Island of Ceylon, the Federated Malay States, India, and elsewhere; to act as agents for the investment, loan payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings; and to transact any other agency business of any kind.
 - (13) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (14) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts and conveniences calculated to benefit any of the employees or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object and to make gifts and bonuses to persons in the employment of the Company.

- (15) To enter into any arrangements with any authorities, government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (16) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote or assist in the formation, constitution or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (17) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (18) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all.
- (19) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (20) Generally to purchase, take on lease, or in exchange, hire or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (21) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (22) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (23) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (24) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (25) To remunerate any parties for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (26) To do all or any of the above things in any part of the world as principals, agents, contractors, or otherwise, or alone or in conjunction with others, or by or through agents, sub-contractors, trustees or otherwise, and generally to carry on any business or effectuate any object of the Company.
- (27) To sell, let, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to accounts, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (28) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise, howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (29) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (30) To distribute among the shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (31) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them, and in case of doubt as to what shall be so necessary, incidental, conducive, or convenient as aforesaid, the decision of an extraordinary general meeting shall be conclusive.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Three million Rupees (Rs. 3,000,000) divided into 300,000 shares of Ten Rupees (Rs. 10) each with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or

preferential rights or privileges or subject to any special terms and conditions and either with or without any special designation and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
A. WARDEN, Colombo	One
R. A. SHARROCKS, Colombo .. .	One
M. L. HOPKINS, Colombo	One
L. MATTHEWS, Colombo	One
ROBT. SHAW, Colombo	One
A. P. HAMILTON, Colombo .. .	One
D. A. WILSON, Colombo	One
Total member of shares taken ..	Seven

Witness to the above signatures at Colombo, this First day of June, 1926:

DAVID E. MARTENSZ,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE BALANGODA TEA AND RUBBER ESTATES, LIMITED.

It is agreed as follows:—

1. (a) *Table C not to apply; Company to be governed by these Articles.*—The regulations contained in Table C in the schedule annexed to “The Joint Stock Companies’ Ordinance, 1861,” shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to repeal, addition, or alteration by special resolution.

(b) The sub-headings in these Articles shall not be deemed to be part of or affect the construction of these presents.

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

3. None of the funds of the Company shall be employed in the purchase of or be lent on shares of the Company.

INTERPRETATION.

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

Company.—The word “Company” means “The Balangoda Tea and Rubber Estates, Limited,” incorporated or established by or under the Memorandum of Association to which these articles are attached.

The Ordinance.—The “Ordinance” means and includes “The Joint Stock Companies’ Ordinances, 1861 to 1919,” and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

Special Resolution.—“Special resolution” has the meaning assigned thereto by the Ordinance.

Extraordinary Resolution.—“Extraordinary resolution” means a resolution passed by three-fourths in number and value of such Shareholders of the Company for the time being entitled to vote as may be present at any meeting of the Company of which notice specifying an intention to propose such resolution as an extraordinary resolution has been duly given.

These Presents.—“These presents” means and includes the Memorandum of Association and the Articles of Association of the Company from time to time in force.

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

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

Shareholder.—“Shareholder” means a Shareholder of the Company.

Presence or Present.—With regard to a Shareholder “Presence or present” at a meeting means presence or present personally or by proxy or by attorney duly authorized.

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

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

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

Office.—“Office” means the registered office for the time being of the Company.

Seal.—“Seal” means the common seal for the time being of the Company.

Mouth.—“Month” means a calendar month.

In Writing and Written.—“In writing” and “Written” include printing, lithography, and other modes of representing or reproducing words in a visible form.

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

Masculine and Feminine Gender.—Words importing the masculine gender only include the feminine, and *vice versa*.

BUSINESS.

5. (a) *Commencement of Business.*—The Company may proceed to carry out the objects for which it is established, and to employ and apply its capital as soon after the registration of the Company as the Directors in their discretion shall think fit; and notwithstanding that the whole of the shares shall not have been subscribed, applied for, or allotted, they shall do so as soon as, in the judgment of the Directors, a sufficient number of shares shall have been subscribed or applied for.

5. (b) The basis on which this Company is established is that the Company shall purchase or otherwise acquire two allotments of land in extent 900 acres, more or less, situate in the village Panane, District of Ratnapura, in the Island of Ceylon, and accordingly no objection shall be made by this Company or by any Shareholder, creditor, or liquidator thereof to the said purchase or acquisition upon the ground that the vendors, promoters, or other persons, interested or any of them stand in a fiduciary position towards this Company or that there is in the circumstances no independent Board of this Company and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase or acquisition, and the said purchase or acquisition, shall not be liable to be set aside on any such grounds as aforesaid or upon any ground in anywise connected therewith, and every Shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

6. *Business to be carried on by Directors.*—The business of the Company shall be carried on by or under the management or direction of the Directors, and subject only to the control of general meetings, in accordance with these presents.

CAPITAL.

7. *Nominal Capital.*—The nominal capital of the Company is Three million Rupees (Rs. 3,000,000) divided into 300,000 shares of Ten Rupees (Rs. 10) each.

SHARES.

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

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

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

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

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

12. *Shares held by a Firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies, but not more than one partner may vote at a time.

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

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

15. *Survivor of Joint-holders, other than a Firm, only recognized.*—In case of the death of any one or more of the joint-holders, other than a firm, of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

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

17. *Trusts or any Interest in Share other than that of registered Holder or of any Person under Article 39 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 39 to become a shareholder in respect of any share.

INCREASE OF CAPITAL.

18. *Increase of Capital by creation of new Shares.*—The Company in general Meeting, may, by special resolution from time to time, increase the capital by creation of new shares of such amount per share and in the aggregate, and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

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

20. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders, in accordance with their rights and subject, in the case of preference share or shares of any particular class, to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the shareholder to whom such notice is given that

he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment of any estates or lands or other property purchased or acquired by the Company, or for services rendered or to be rendered to the Company, without first offering such shares to the registered shareholders for the time being of the Company.

21. *Same as Original Capital.*—Except so far as otherwise provided by the conditions of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payments of calls and instalments, transfer, transmission, forfeiture, lien, surrender, and otherwise.

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

32. *Board may decline to register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise; or to any person not approved by them.

33. *Not bound to state Reason.*—In no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declination shall be absolute.

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

35. *Directors may authorize Registration of Transferees.*—The Directors may, by such means as they shall deem expedient, authorize the registration of transferees as shareholders without the necessity of any meeting of the Directors for that purpose.

36. *Directors not bound to inquire as to validity of Transfer.*—In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these articles; and whether they abstain from so inquiring, or do so inquire and are misled, the transferor shall have no claim whatsoever upon the Company in respect of the share, except for the dividends previously declared in respect thereof, but, if at all, upon the transferee only.

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

TRANSMISSION OF SHARES.

38. *Title to Shares of Deceased Holder.*—The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company, as having any title to shares of such Shareholder.

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

40. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under article 39, shall not, from any cause whatever, within 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if, in the case of the death of any shareholder, no person shall, within twelve calendar months after such death, be registered as a shareholder in respect of the shares of such deceased shareholder, the Company may sell the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

SURRENDER AND FORFEITURE OF SHARES.

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

42. (a) *If Call or Instalment not paid, Notice to be given to Shareholder.*—If any Shareholder fails to pay any call or instalment on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call or instalment remains unpaid, serve a notice on such Shareholder or his executors or administrators or heirs, or the trustee or assignee in his bankruptcy, requiring him to pay the same, together with any interest that may have accrued, at the rate of 9 per cent. per annum, and all expenses that may have been incurred by the Company by reason of such non-payment.

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

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

(d) *Shareholder still liable to pay Money owing at time of Forfeiture.*—Any Shareholder whose shares have been so declared forfeited shall, notwithstanding, be liable to pay and shall forthwith pay to the Company all calls, instalments, interest, and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment at 9 per cent. per annum, and the Directors may enforce the payment thereof if they think fit.

43. *Surrendered or Forfeited Shares to be the Property of the Company, and may be sold, &c.*—Every share surrendered or so declared forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of upon such terms and in such manner as the Board shall think fit.

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

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

(b) *Forfeiture may be Remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under article 43 hereof, shall be redeemable after sale or disposal.

46. *Company's Lien on Shares.*—The Company shall have a first charge or paramount lien upon all the shares of any holder or joint-holders for all moneys for the time being due to the Company by such holder, or by all or any of such joint-holders respectively, either in respect of such shares or other shares held by such holder or joint-holders or otherwise, and whether due from any such holder individually or jointly with others, including all calls, resolutions for which shall have been passed by the Directors, although the times appointed for the payment thereof shall not have arrived; and where any share is held by more persons than one the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such persons. And the Directors may decline to register any transfer of shares subject to such charge or lien.

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

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

49. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the agent or secretary or agents or secretaries that the power of sale given by article 47 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

50. *Transfer on Sale how Executed.*—Upon any such sale two of the Directors may execute a transfer of such share to the purchaser thereof, and such transfer, with the certificate last aforesaid, shall confer on the purchaser a complete title to such shares.

PREFERENCE SHARES.

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

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

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the resolution for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares.

- (2) All or any of the rights, privileges and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in general meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition or other modification of such rights, privileges, and conditions, consent thereto on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

Any extraordinary resolution passed under the provisions of this article shall be binding upon all the holders of shares of the class, provided that this article shall not be read as implying the necessity for such consent as aforesaid in any case in which but for this article the object of the resolution could have been effected without it.

53. *Meeting Affecting a Particular Class of Shares.*—Any meeting for the purpose of the last preceding article shall be convened and conducted in all respects as nearly as possible in the same way as an extraordinary general meeting of the Company; provided that no Shareholder, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any shareholder personally present and entitled to vote at the meeting.

CALLS.

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

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

(c) *Extension of Time for Payment of Call.*—The Directors shall have power in their absolute discretion to give time to any one or more Shareholder or Shareholders, exclusive of the others, for payment of any call or part thereof on such terms as the directors may determine. But no shareholder shall be entitled to any such extension except as a matter of grace or favour.

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

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

BORROWING POWERS.

57. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations or otherwise. Also from time to time, at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, but so that the amount at any one time owing in respect of moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Three hundred thousand Rupees (Rs. 300,000). The Directors shall, with the sanction of a general meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the re-payment of any such sum or sums of moneys so borrowed or raised, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in general meeting whether ordinary or extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at part or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this article and subscribed by two or more of the Directors, or by one Director and the agent or secretary or agents or secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

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

59. *Subsequent General Meetings.*—Subsequent General Meetings shall be held once in every year at such time and place as may be prescribed by the Company in general meeting, and if no time or place is prescribed, at such time and place as may be determined by the Directors.

60. *Ordinary and Extraordinary General Meetings.*—The general meetings mentioned in the two last preceding clauses shall be called ordinary general meetings; all other meetings of the Company shall be called extraordinary general Meetings.

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

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

62. *Requisition of Shareholders to state Object of Meeting; on receipt of requisition Directors to call Meeting, and in default Shareholders may do so.*—Any requisition made under the provisions of article 61 (a) shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and shall be sent to the registered office of the Company.

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

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

64. (a) *Seven Days' notice of Meeting to be given.*—Seven days' notice at least of every general meeting, ordinary or extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given either by advertisement in the *Ceylon Government Gazette* or by notice sent by post, or otherwise served as hereinafter provided, but any accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any general meeting; provided however that holders of preference share or shares of any particular class shall not be entitled to notice of any meeting at which by the conditions or provisions attached to such preference share or shares of such particular class they shall not be entitled to attend or vote.

(b) *Two Meetings convened by one Notice.*—Where it is proposed to pass a special resolution the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by the requisite majority at the first meeting.

65. *Business requiring and not requiring Notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors retiring in rotation, and to fix the remuneration of the Directors and Auditors; and shall also be competent to enter upon, discuss and transact any business whatever of which special mention shall have been made in the notice or notices upon which the meeting was convened.

66. *Notice of other Business to be given.*—With the exceptions mentioned in the foregoing articles as to the business which may be transacted at ordinary general meetings without notice, no general meeting, ordinary or extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice or notices upon which it was convened.

67. *Quorum to be present.*—No business shall be transacted at any general meeting, except the declaration of a dividend recommended by a report of the Directors or the election of a Chairman, unless there shall be present in person at the commencement of the business two or more persons, being Shareholders entitled to vote, or persons holding proxies or powers of attorney from Shareholders entitled to vote.

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

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

70. *Business confined to Election of Chairman while Chair vacant.*—No business shall be discussed at any general meeting except the election of a chairman whilst the chair is vacant.

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

72. *Minutes of General Meetings.*—Minutes of the proceedings of every general meeting, whether ordinary or extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be signed as soon as practicable by the chairman of the same meeting, or by the Chairman of the succeeding meeting, and the same when so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

73. *Votes.*—At any meeting every resolution shall in the first instance be decided by a show of hands. In case there shall be an equality of votes, the Chairman at such meeting shall be entitled to give a casting vote in addition to the votes to which he may be entitled as a Shareholder and unless a poll be immediately demanded in writing by some Shareholder present at the meeting and entitled to vote, a declaration by the Chairman that a resolution has been carried, and an entry to that effect in the minute book of the Company, shall be sufficient evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.

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

75. *Poll how taken.*—If at any meeting a poll be demanded by a notice in writing signed by some Shareholder present at the meeting and entitled to vote, which notice shall be delivered during the meeting to the Chairman, the meeting shall if necessary be adjourned and the poll shall be taken at such time and in such manner as the Chairman shall direct; and in such case every shareholder shall have the number of votes to which he may be entitled as hereinafter provided, and in case at any such poll there shall be an equality of votes, the Chairman of the meeting at which he may be entitled as a shareholder and proxy and attorney, and the result of such poll shall be deemed to be the resolution of the Company in such meeting.

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

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

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

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

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

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

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

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

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

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

The Balangoda Tea and Rubber Estates, Limited.

I, _____, of _____, appoint _____, of _____ (a shareholder in the Company, as my proxy, to represent me and to vote for me and on my behalf at the ordinary (or extraordinary, as the case may be) general meeting of the Company to be held on the _____ day of _____, One thousand Nine hundred and _____, and at any adjournment thereof, and at every poll which may be taken in consequence thereof. As witness my hand, this _____ day of _____, One thousand Nine hundred and _____.

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

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

DIRECTORS.

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

88. (a) *Their Qualification.*—The qualification of a Director shall be his holding shares in the Company, whether fully paid up or partly paid up, of the total nominal value of at least Two thousand Rupees (Rs. 2,000), and upon which in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

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

89. *Appointment of First Directors and duration of their Office.*—The first Directors shall be Sir James Lochore of Colombo; Alexander John Ingram of Pelmadulla Group, Kahawatta; Andrew William Ruxton of Doloswela Group, Nivitigala; and Gerald Osmond Le Mottee of Battalgalla, Dickoya, who shall hold office till the first ordinary General Meeting of the Company, when they shall all retire but shall be eligible for re-election.

90. *Directors may appoint Managing Director or Directors; his or their Remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director or Managing Directors, and (or) visiting agents or visiting agents of the Company, or superintendent or superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors and (or) visiting agent or agents, superintendent or superintendents, and the Directors may impose and confer on the managing Director or managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

91. *Appointment of Successors to Directors.*—The general meeting at which Directors retire or ought to retire by rotation shall appoint successors to them and in default thereof such successors may be appointed at a subsequent general meeting. No person, not being a retiring Director, shall, unless recommended by the Directors for election, be eligible for election to the office of Director at any general meeting, unless he or some other Shareholder intending to propose him has at least seven clear days before the meeting left, at the office, a notice in writing under his hand signifying his candidature for the appointment or the intention of such Shareholder to propose him.

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

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

94. *To retire Annually.*—At the second ordinary general meeting and at the ordinary general meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in article 95.

95. *Retiring Directors how determined.*—The Directors to retire from office at the second, third, and fourth ordinary general meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the directors to retire shall be those who have been longest in office.

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

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

98. *Number of Directors how increased or reduced.*—The Directors, subject to the approval of a general meeting, may from time to time subsequent to the first ordinary general meeting, increase or reduce the number of Directors and may also, subject to the like approval, determine in what rotation such increased or reduced number is to go out of office.

99. *If election not made, Retiring Directors to continue until Next Meeting.*—If at any meeting at which an election of a Director ought to take place the place of the retiring Director is not filled up, the retiring Director may continue in office until the ordinary general meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

100. *Resignation of Directors.*—A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary, or by leaving the same at the office, or by tendering his written resignation at a meeting of the Directors.

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

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

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

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

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

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

105. *No contribution to be required from Directors beyond amount, if any, unpaid on their Shares.*—No contribution shall be required from any present or past Director or manager exceeding the amount, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

POWERS OF DIRECTORS.

106. The Directors shall have power to purchase or otherwise acquire the said two allotments of land aggregating in extent 900 acres more or less situated in the village Panane, District of Ratnapura.

107. *To Manage Business of Company and pay preliminary Expenses, &c.*—The business of the Company shall be managed by the Directors either by themselves or through a Managing Director or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors for such period and on such terms as they shall determine, and the Directors may pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in connection with the placing of the shares of the Company, and in and about the valuation, purchase, or acquisition of the said two allotments of land and the purchase, lease or acquisition of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

108. *To acquire Property, to appoint Officers and pay Expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may

pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reasons as they may think proper and advisable and without assigning any cause.

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

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

111. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders in general meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, lands, and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any estate or estates land or lands, or the sub-lease of the whole or any part or parts thereof to any Company or Companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

112. *General Powers.*—The Directors shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by the Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, Managers, Secretaries, Treasurers, Accountants, and other officers, clerks, assistants, artisans, and workers, and generally do all such acts and things as are or shall be by the Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by the Ordinance or by these presents required to be exercised or done by the Company in general meeting subject, nevertheless, to the provisions of the Ordinance and of these presents and to such regulations and provisions (if any) as may, from time to time, be prescribed by the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the board which would have been valid if such regulation had not been made. The generality of the powers conferred by any article in these presents on the Directors shall not be taken to be limited by any article conferring any special or expressed power.

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company which the Directors may consider not immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or release such investments.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any person to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

118. *Board may Appoint Committees.*—The board may delegate any of their powers to committees consisting of such member or members of their body as the board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in

exercise of the powers delegated to it, conform all such regulations as may be prescribed by the board. All acts done by any such committee in conformity with such regulations and in the fulfilment of the purposes of their appointment but not otherwise, shall have the like force and effect as if done by the board.

119. *Acts of Board or Committee valid notwithstanding Informal Appointment.*—The acts of the board or of any Committee appointed by the board shall, notwithstanding any vacancy in the board or committee, or defect in the appointment of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if every person had been duly appointed provided the same be done before the discovery of the defect.

120. *Regulation of Proceedings of Committees.*—The meetings and proceedings of such committees shall be governed by the provisions herein contained for regulating the meeting and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such committee respectively, or any regulation imposed by the board.

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

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

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

123. *Signature of Minutes of Proceedings and Effect thereof.*—All such minutes shall be signed by the person or one of the persons who shall have presided as Chairman at the general meeting, the board meeting or committee meeting at which the business minuted shall have been transacted, or by the person or one of the persons who shall preside as Chairman at the next ensuing general meeting, board meeting, or committee meeting, respectively; and all minutes purporting to have been signed by any Chairman of any general meeting, board meeting, or committee meeting, respectively, shall for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

COMPANY'S SEAL.

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

ACCOUNTS.

125. *What Accounts to be kept.*—The agents or secretary or the agents or secretaries for the time being, or, if there be no agent or secretary or agents or secretaries, the Directors, shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such receipt and expenditure take place, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company; and the accounts shall be kept in such books and in such a manner at the registered office of the Company, as the Directors think fit.

126. *Accounts how and when open to Inspection.*—The Directors shall from time to time determine whether, and to what extent and at what times and places, and under what conditions or regulations the accounts and books of the Company or any of them shall be opened to the inspection of the Shareholders; and no Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by the Ordinance or authorized by the Directors or by a resolution of the Company in general meeting.

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

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

129. *Copy of Balance Sheet to be sent to Shareholders.*—A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

DIVIDENDS, BONUS, AND RESERVE FUND.

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

131. *Declaration of Dividend, &c.*—The Directors may, with the sanction of the Company in General Meeting from time to time, declare a dividend to be paid, and (or) pay a bonus to the shareholders in proportion to the amounts paid on their shares, but no dividend or bonus shall be payable except out of the nett profits.

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

to such discretion; and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any shareholder upon the footing of the value so fixed, in order to adjust the right of all parties.

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

133. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company, such a sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit, or place the same on fixed deposit in any bank or banks.

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

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

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

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

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

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

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

140. *Shares held by a Firm.*—Every dividend or bonus payable in respect of any share held by a firm may be paid to, and effectual receipt given by, any partner of such firm or Agent duly authorized to sign the name of the firm.

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

AUDIT.

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

143. *Qualification of Auditors.*—No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but an Auditor shall not be debarred from acting as a professional accountant in doing any special work for the Company which the Directors may deem necessary. It shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or Officer of the Company shall, during his continuance in office, be eligible as an Auditor.

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

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

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

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

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

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

NOTICES.

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

151. *Shareholders to register Address.*—Every Shareholder shall furnish the Company with an address in Ceylon, which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

152. *Service of Notices.*—A notice may be served by the Company upon any Shareholder either personally or by sending it through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode; and any notice so served shall be deemed to be well served for all purposes, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors or administrators shall have given to the Directors, or to the Agent or Secretary or Agents or Secretaries of the Company, their own or some other address in Ceylon.

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

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

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

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

ARBITRATION.

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

EVIDENCE.

157. *Evidence in Action by Company against Shareholders.*—On the trial or hearing of any action or suit brought or instituted by the Company against any Shareholder or his representatives to recover any debt or money claimed to be due to the Company in respect of his shares, it shall be sufficient to prove that the name of the defendant is or was when the claim arose, on the register of Shareholders of the Company as a holder of the number of shares in respect of which such claim is made, and that the amount claimed is not entered as paid in the books of the Company; and it shall not be necessary to prove the registration of the Company, nor the appointment of the Directors who made any call, nor that a quorum of Directors was present at the Board at which any call was made, nor that the meeting at which any call was made was duly convened or constituted, nor any other matter whatsoever, but the proof aforesaid shall be conclusive evidence of the debt.

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

159. *Distribution.*—If the Company shall be wound up, and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any), the amounts that may be due to them, whether by way of capital only or by way of capital and dividend, or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this First day of June, 1926.

A. WARDEN.

R. A. SHARROCKS.

M. L. HOPKINS.

L. MATTHEWS.

ROBT. SHAW.

A. P. HAMILTON.

D. A. WILSON.

Witness to the above signatures :

DAVID E. MARTENSZ,
Proctor, Supreme Court, Colombo.

Auction Sale.

Roof
House Property at Church street, Slave Island, Colombo.

BY virtue of the commission issued to me and the decree entered in case No. 19,352, District Court, Colombo, I shall sell by public auction, on Friday, July 30, 1926, at 4.30 P.M., at the spot, for the recovery of the amount stated in the decree, subject to a primary mortgage for Rs 6,000 and interest due upon bond No. 240 dated October 10, 1919, attested by T. D. Mack, Notary Public. All that allotment of land, with the buildings thereon, called The Oasis, bearing assessment No. 734/9, now Nos. 25 and 27, Church street, Slave Island, Colombo; in extent 18 50/100 perches.

Huftsdoorp, Colombo. A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale under Mortgage Decree.

Roof
UNDER and by virtue of the commission issued to me in case No. 18,863, I shall sell by public auction on Friday, August 6, 1926, commencing from 3 P.M. :—

1. An undivided 4/16 of 1/2 of 1/2 of an allotment of land called Maragahawatta, together with the entirety of the tiled house standing thereon, situated at Kalubowila in the Pale pattu of Salpiti korale; containing in extent space sufficient to plant 400 coconut trees.

At 3.15 P.M.

2. An undivided half of 1/5 1/2 of 1/5 with 1/2 of the building standing on the land called Maragahawatta, situated at Kalubowila aforesaid; containing in extent space sufficient to plant 200 coconut trees.

At 3.30 P.M.

3. An undivided half of half of the trees of the first plantations and of the whole land and 1/2 of 1/2 of the 2nd plantations and an undivided 1/2 towards the west of the land called Bogahawatta, situated at Kalubowila aforesaid; containing in extent 100 coconut planting space.

Further particulars from B. S. Wickramaratne, Esq., Proctor, Supreme Court, Colombo, or—

119, Hulftsdorp,
Phone: 1039.

FRANCIS F. KRISHNAPILLAI,
Auctioneer and Broker.

Auction Sale, D. C., Kalutara, Case No. 12,745.

(Partition).

Roof
BY virtue of the commission issued to me in the above case, I shall sell by public auction, on Thursday, July 29, 1926, at the spot, commencing at 3 P.M., the following:—The lease of the rubber plantation standing on the land called Manpayagodeela, situated at Pantiya, in Pasden korale, and containing in extent 4 acres 1 rood and 36 perches, for a period of 2 years from July 29, 1926.

Further particulars can be obtained from D. J. K. Goonetilleke, Esq., Proctor and Notary, Kalutara, or from me—

Wadduwa, July 6, 1926.

A. H. SENARATNE,
Commissioner and Auctioneer.

Auction Sale under Mortgage Decree in Case No. 7,893, D. C., Chilaw.

Roof
UNDER and by virtue of the commission issued to me in the above case entered in favour of Sina Ana Runa Sina Thana Arunakulam Chetty, presently of Kochchikade, against Warnakulaturiya Alpona Therojera of Dematapitiya for the recovery of amount entered of record, I shall sell the under-mentioned property by public auction at the respective spot on Saturday, July 31, 1926, at 10 A.M. to wit:—

The divided 2/9 share out of the divided southern 1/2 share of the two contiguous allotment of lands bearing Nos. 2,466 and 2,465, situate at Dematapitiya in Meda palata of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent 3 acres 3 roods and 28 7/9 perches, together with the soil production trees and buildings standing thereon.

Further particulars from Messrs. Storer and Paulickpulle, Proctors, Supreme Court, and Notaries Public, Chilaw, or—

Negombo, July 5, 1926.

B. A. POWELL,
Auctioneer.

Auction Sale under Mortgage Decree.

In the District Court of Negombo.

43 Roof
S. P. K. N. S. Sedamaram Chetty of Negombo.. Plaintiff.
No. 745. Vs.

(1) Wannachchepathirannehelage Don Pedro Appuhamy and wife (2) Jayasinghearachchige Dona Eugina both of Udayarthoppu in Negombo..... Defendants.

UNDER decree in the above case and the order to sell issued to me, I shall sell by public auction on Saturday, July 31, 1926, the following properties, to wit:—

103392
1. The undivided share in extent 1 acre 3 roods and 10 perches from and out of the portion of land called Dambugahawatta, situated at Dagonna in Dunagaha pattu of the Alutkuru korale, in Negombo District, Western Province; containing in extent 2 acres, together with the buildings and plantations thereon.

At 1 P.M.

2. The land called Kahatagahawatta, situated at Medemulla in Dasiya pattu of Alutkuru korale aforesaid; containing in extent about 1 acre, together with the tiled house and plantations thereon, exclusive of a strip of land 12 feet in breadth along the eastern boundary reserved for a cart road.

At 2.30 P.M.

3. An undivided 1/2 share of the field called Millagahakumbura, now planted with coconuts, situated at Asgiriwalpola in Dasiya pattu aforesaid; containing in extent 5 acres 3 roods and 6 perches, together with the buildings and plantations thereon.

At 4 P.M.

4. The field called Muttettuwewellipillewa and owita, now forming one land, situated at Dikwela in Amandoluwa in Dasiya pattu aforesaid; containing in extent about 1 acre and 2 roods: of this an undivided 1/2 share of 8 lahas of paddy sowing ground in extent.

5. The land called Wellipelessaowita, situated at Amandoluwa aforesaid; containing in extent about 2 roods, together with the buildings and plantations thereon.

For further particulars apply to—

Negombo, June 30, 1926.
K. H. PERERA,
Licensed Auctioneer.

Auction Sale of Valuable Property at Mohottimulla, in the District of Chilaw.

One Column 49 lines Rs 18 + 12 = 30
UNDER decree in case No. 16,094, D. C., Negombo, entered in favour of the plaintiff, Kana Nana Kana Lena Letchimanan Chetty by his attorney Sina Wana Sangara Murthi Palle of Negombo, against the defendants (1) Arumacharige Nikulas Naide of Mohottimulla and (2) Arumacharige Elias Naide of Godigomuwa, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 6,000 with interest thereon at 15 per cent. per annum from March 25, 1922, to January 22, 1924, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, less Rs. 517.50, and costs of suit, we shall sell the under-mentioned properties mortgaged by bond No. 36,914, dated November 25, 1920, and attested by N. J. C. Wijesekera, Notary, by public auction, at the respective spots as mentioned at the foot hereof on Saturday, July 31, 1926, commencing at 2 P.M., to wit:—

1. The land called Kongahawatta, situate at Mohottimulla, in Otara palata of Pitigal korale, in the District of Chilaw, North-Western Province; in extent about 1 acre. Of the soil and all the plantations and buildings of this land, the undivided 1/6 share, as primary mortgage.

2. The land called Ambagahapillewa or Unagahapillewa, situate at Mohottimulla aforesaid; in extent about 3 roods. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ share, as primary mortgage.

3. The land called Kongahawatta, situate at Mohottimulla aforesaid; in extent about 3 acres. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ share, as primary mortgage.

4. The portion of the field called Kulankattibemma and Siyambalagahakumbura, situate at Mohottimulla aforesaid; in extent about 3 bushels of paddy sowing ground. Of this field the undivided $\frac{1}{4}$ share, as primary mortgage.

5. The land bearing D 133 and the adjoining land bearing R 132, situate at Mohottimulla aforesaid; in extent about 7 acres. Of the soil and all the appurtenances and buildings of this land the undivided $\frac{3}{16}$ shares and the undivided $\frac{1}{4}$ share, as primary mortgage.

6. The portion of land now called Horagahawatta divided and separated on the southern side from the land in plan No. 135,275, situate at Mohottimulla aforesaid; in extent about 1 acre and 1 rood. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ shares, as primary mortgage.

7. The land bearing I 110, situate at Kaluwatichimulla and Mohottimulla, in the said Otara palata; in extent about 14 acres 1 rood and 12 perches. Of the soil and all plantations and buildings of this land the undivided $\frac{1}{16}$ share and of the undivided $\frac{1}{4}$ share of the entire land, excluding the undivided portion of 2 $\frac{1}{2}$ acres, the soil and all plantations and buildings of the remaining portion of the said $\frac{1}{4}$ share, as primary mortgage.

8. The portion of the land called Talgahawatta, situate at Mohottimulla aforesaid; in extent 1 acre 2 roods and 10 perches. The soil and all plantations of this land and the house thereon, as primary mortgage.

9. The land called Viharewatta, situate at Mohottimulla aforesaid; in extent 2 acres and 34 $\frac{1}{100}$ perches. Of the soil and all plantations and buildings of this land the undivided $\frac{1}{2}$ share, as primary mortgage.

10. The land called Kongahawatta, situate at Mohottimulla aforesaid; in extent about 2 acres. The soil and all the plantations and buildings of this land, as primary mortgage.

11. The land called Timbirigahawatta bearing I 133, situate at Mohottimulla aforesaid; in extent 1 acre 2 roods and 31 perches. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ share, as primary mortgage.

12. The land called Kongahawatta, situate at Mohottimulla aforesaid; in extent 3 roods and 16 perches with the buildings standing thereon, as primary mortgage.

13. The land called Kongahawatta, situate at Mohottimulla aforesaid; in extent about 7 acres with the buildings standing thereon, as primary mortgage.

14. The land called Horagahawatta or Moragahawatta, situate at Mohottimulla aforesaid; in extent 2 acres 2 roods and 29 perches, more or less, with the buildings standing thereon, as primary mortgage.

15. The land called Timbirigahawatta, situate at Mohottimulla aforesaid; in extent about 3 roods. Of the soil and plantations and buildings of this land the undivided $\frac{1}{4}$ share, as primary mortgage.

16. The land called Talgahawatta, situate at Mohottimulla aforesaid; in extent 3 acres or 3 acres 1 rood and 30 perches. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ share, as primary mortgage.

17. The land called Siyambalagahawatta, situate at Mohottimulla aforesaid; in extent one peck of kurakkan sowing ground. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ share, as primary mortgage.

18. The land called Kohombagahawatta, situate at Mohottimulla aforesaid; in extent about 1 acre with the buildings standing thereon, as primary mortgage.

19. The land called Kongahawatta situate at Mohottimulla aforesaid; in extent 3 acres or 1 acre 3 roods and 11 perches. Of the soil and all the plantations and buildings of this land the undivided $\frac{1}{4}$ share, as primary mortgage.

20. The land called Kongahawatta, situate at Mohottimulla aforesaid; in extent about 3 acres. Of the soil and all the plantations and buildings of this land the undivided $\frac{9}{64}$ share, as primary mortgage.

21. The field of two contiguous lots called Attikkakumbura and Hulankattikumbura, situate at Mohottimulla aforesaid; in extent about 10 perches of paddy sowing ground, as secondary mortgage.

22. The field called Kithaladeniralagekumbura, situate at Mohottimulla aforesaid; in extent about 10 perches of paddy sowing ground. Of this field an undivided $\frac{1}{4}$ share, as secondary mortgage.

23. The divided $\frac{1}{4}$ shares of Ambagahakumbura of 4 bushels and 2 pecks of paddy sowing ground, situate at Mohottimulla aforesaid. Of this field and all the appurtenances thereof the undivided $\frac{29}{64}$ shares, as secondary mortgage.

24. From the field called Siyambalagahakumbura of 2 $\frac{1}{2}$ bushels of paddy sowing ground, situate at Mohottimulla aforesaid, excluding the three liades of about 1 parrah of paddy sowing ground on the north-western side; the remaining portion is in extent 1 bushel and 1 parrah of paddy sowing ground; as secondary mortgage.

The above-mentioned blocks of land will be sold separately in the first instance and thereafter as one land. The sale fetching the best price will be concluded.

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

M. P. KURERA & Co.,

Negombo, July 6, 1926.

Auctioneers.

51 R 12/1 Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in case No. 22,715, D. C., Galle, in favour of Vana Ena Lena Siona Lechman Chetty of Galle, against Noor Mohammedu bin Mohammedo of Galupiadde, and the order to sell issued therein, I shall sell by public auction at the spots on August 7, 1926, commencing at 1 P.M., the following property declared good and executable for the recovery of Rs. 36,705 with interest thereon at 9 per cent. per annum from April 27, 1926, and costs of suit, viz. :—

1. All that undivided $\frac{1}{2}$ part of the soil and trees of Bambagalaia-adderawila alias field, situate at Nugadoowa, within the four gravets of Galle; containing in extent, exclusive of the road passing through the land, 4 acres 2 roods and 19 perches.

2. All the soil and trees of the defined lot B of the contiguous lands called Mahawatta-adderakumbura, adjoining owita alias Funchidoowa and adjoining wela, situate at Galupiadde within the four gravets of Galle, in extent 8 acres 1 rood and 34 perches.

3. All that undivided $\frac{1}{4}$ part of the soil and trees of the defined lot marked No. 1 of the land called Meera Lebbe Markar Sinne Lebbe Marikkarge Dekenpanguwakiyanamudiyansegewela alias Nugadoowa-adderakekulanowita, situate at Nugadoowa aforesaid; in extent 2 acres 1 rood and 39 $\frac{39}{100}$ perches.

4. All that undivided $\frac{1}{4}$ part of the soil and trees of the defined lot marked No. 2 of the land called Meera Lebbe Markar Sinne Lebbe Marikkarge Dekenpanguwakiyanamudiyansegewela alias Nugadoowa-adderakekulanowita, situate at Nugadoowa aforesaid; in extent 2 acres 1 rood and 6 $\frac{75}{100}$ perches.

5. All that undivided $\frac{1}{4}$ part of the soil and trees of the defined lot marked No. 12 of the land called Meera Lebbe Markar Sinne Lebbe Marikkarge Dekenpanguwakiyanamudiyansegewela alias Nugadoowa adderakekulanowita, situate at Nugadoowa aforesaid; in extent 2 acres 2 roods and 37 perches.

6. All that undivided $\frac{1}{4}$ part of the soil and trees of the land called Mudiyansegewela alias Lunuwilaia-adderakumbura, situate at Nugadoowa aforesaid; in extent 18 acres 2 roods and 6 perches.

7. All the soil and trees of the land called Mudiyansegewela, situate at Nugadoowa aforesaid; in extent 5 acres 1 rood and 7 perches.

8. All that undivided $\frac{1}{4}$ part of the soil and trees of the land Nugadoowa-adderakekulama, situate at Galupiadde aforesaid; in extent 6 amunams of paddy sowing.

CHARLES M. GOONASEKERA,

Galle, July 6, 1926.

Auctioneer.

Auction Sale.

11 Ro 5/ ✓
 WITH reference to the commission received by me, in curator case No. 3,190 of the District Court of Kurunegala, I shall sell by public auction on Saturday, July 24, 1926, at 2 p.m., on the spot

The land called Nethramulla estate alias Millagollehena, containing in extent 9 acres 2 roods and 36 perches, situate at Gallehena in Dewamedhi Udukaha korale.

Further particulars from me—

T. B. AMUNUGAMA,
 Kurunegala, July 6, 1926. Licensed Auctioneer.

Auction Sale.

30 Ro 8/ ✓
 WITH reference to the commission received by me in D. C., Kurunegala, testamentary case No. 2,936. I shall sell by public auction the following lands on Saturday, July 17, 1926, commencing at 2 p.m., on the first land herein below:—

1. Siyambalaga amulawatta of 1 1/2 lahas kurakkan.
2. Wilandagamulawatta of 1/2 a laha kurakkan.
3. Talgahamulawatta of 1 1/2 lahas kurakkan.
4. Talgahamulahena of 3 seers kurakkan.
5. Lunuwele Pillewa of 1 1/2 lahas kurakkan.
6. Midellahena of 4 lahas kurakkan.
7. Keppetilandehenyaya of 10 lahas kurakkan.
8. Kongahamulahena of 1 1/2 lahas kurakkan.
9. Galandehena of Karandagama of 3 lahas kurakkan.
10. Gederawelakumbura of 6 pelas paddy.
11. Kotuwelekumbura of 2 pelas paddy.
12. Pahalawelekumbura of 6 pelas paddy.
13. Timbirigahamulakumbura of 15 lahas paddy.
14. Meegahamulakumbura of 2 pelas paddy.
15. Talgahamulakumbura of 3 pelas paddy.
16. Erabadugahamulakumbura of 15 lahas paddy.
17. Mailagahamulakumbura of 2 pelas paddy.
18. Wekandekumbura of 2 pelas paddy.
19. Godakumbura of 4 pelas paddy.
20. Lunuwelekumbura of 2 amunams paddy, all situate at Poruwa in Karandapattu korale.

Further particulars from me—

T. B. AMUNUGAMA,
 Kurunegala, June 17, 1926. Licensed Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

45 Ro 10/ ✓
 K. M. M. Muthuramen Chetty of Kurunegala . . . Plaintiff.
 No. 10,415. Vs.

(1) Meeyanna Muna Mariya Umma of Potuhera, (2) Seyado Ahamado . . . Defendants.

UNDER and by virtue of decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree, on Monday, August 2, 1926, commencing at 3 p.m., on the first land herein below:—

1. Undivided 7/48 shares of the land called Bulugahamulawatta alias Bulugahawalewatta or Kadewatta of about 1 timba kurakkan sowing extent and thereto adjoining Atukolagodakumbura, now garden, of 5 lahas paddy sowing extent.
2. Undivided 175/1,536 shares of the land called Pahalakotuwekumburagala, now garden, of 2 seers kurakkan sowing extent, and of thereto adjoining Pitiyekumburapillewa, now garden, of 1 seer kurakkan sowing extent and Indigollehena, now garden, of 2 acres and 2 roods in extent, both situate at Potuhera.
3. Undivided 1/5 share of Moragahamulahena, now garden, of 1 timba kurakkan sowing extent, situate at Ahugoda.
4. Undivided 1/5 share from and out of the northern 1/2 portion, in extent about 3 lahas kurakkan sowing of the land called Mudunaudahena, now garden, of about 6 lahas kurakkan sowing extent, situate at Olupeliyawa.
5. Undivided 7/48 shares of the land called Bulugahamulawatta alias Nulugahamulawatta or Kadewatta, of about 1 timba kurakkan sowing extent and thereto adjoining Atukolagodakumbura, now garden, of 5 lahas paddy sowing extent.

6. Undivided 75/1,536 shares of Pahalakotuwakumburagala, now garden, of 2 seers kurakkan sowing extent, and of thereto adjoining Pitiyekumburapillewa, now garden of 1 seer kurakkan sowing extent, and Indigollehena, now garden of 2 acres and 2 roods in extent, both situate at Potuhera.

Further particulars from me—

T. B. AMUNUGAMA,
 Kurunegala, July 6, 1926. Licensed Auctioneer.

Auction Sale.

In the District Court of Kurunegala.

33 Ro 8/ ✓
 Awenna Sandanam Pulle of Narammala Plaintiff.
 No. 7,005. Vs.

(1) Jalatpedi Durayalage Kiriya Veda, (2) ditto Setuwa, (3) ditto Haru, (4) ditto Rosa, (5) ditto Siriwardene by their guardian Pinie, all of Erieba, (6) Diunuge Emaly Wijesekera of Colombo, (7) Taniwela Vidanelage Rattarana of Erieba Defendants.

UNDER and by virtue of decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property herein below declared bound and executable under the said decree, on Saturday, July 31, 1926, commencing at 2 p.m., on the first land herein below:—

1. Mirihelikotuweambagahamulawatta of 2 seers kurakkansowing extent, situate at Erieba.
2. Gammasanhena of about 1 timba kurakkan sowing extent.
3. Two and half lahas kurakkan sowing extent towards the western direction of the southern 1/2 share of 4 lahas kurakkan sowing of the lands called Maharuppehena of 1 laha kurakkan sowing and the adjoining Kahatagahamulahena of 2 lahas kurakkan sowing, both situate at Kalundawa.
4. The field called Godaliyadda of 2 pelas paddy sowing, situate at Halwella.
5. The field called Gasnakotuwa of 7 pelas paddy sowing in extent, situate at Rammutugala.

Further particulars from me—

T. B. AMUNUGAMA,
 Kurunegala, July 6, 1926. Licensed Auctioneer.

Auction Sale under Mortgage Decree.

15 Ro 5/ ✓
 UNDER decree entered and by virtue of the commission issued to me in D. C., Kegalla, case No. 7,283, I shall sell the following property specially bound and executable for the recovery of the amount therein stated, on Wednesday, July 21, 1926, commencing at 3.30 p.m., at the spot to wit:—

An undivided 1/2 share of Asseddumtennewatta containing in extent 5 acres more or less, situated at Oyasunnate in Meddemedaliya pattu, Kinigoda korale, Kegalla District; and bounded on the north by endaru fence, on the east by the bank of the field, on the south by the ditch, and on the west by Rambukkan-oya with everything appertaining thereto.

D. S. WICKRAMASINGHE,
 Kegalla, June 26, 1926. Auctioneer.

Application for Enrolment as a Notary Public.

12 Ro 5/ ✓
 KAMBURAWALA KANKANANGE DON ABRAHAM RANAWEEERA of Dodangoda in Iddagoda pattuwa, Pasdun korale, in the District of Kalutara do hereby give notice in terms of rule 2 in schedule 1b of the Ordinance No. 1 of 1907, that I shall, three months hence, apply to the Registrar General to be admitted and enrolled a Notary Public to practise in the Sinhalese language in the District of Anuradhapura.

Dodangoda, June 30, 1926. D. A. RANAWEEERA.

Cancellation of Power of Attorney.

TO ALL TO WHOM IT MAY CONCERN,

9 Ro 5/ ✓
 I HEREBY notify the public that the power of attorney bearing No. 242, dated January 15, 1926, attested by M. K. C. L. W. Perera, Notary Public of Kurunegala, granted by me to Himiharamudianselage Herathamy of Hiddewa, is hereby cancelled.

KOCHIKODIKANKANAMALAGE GEERIS SIEVA.
 Kurunegala, January 28, 1926.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

THE under-mentioned packages lying in No. 15 Warehouse beyond the time allowed by law, notice is hereby given that, unless the same be previously cleared, they will be sold by public auction on Tuesday, July 27, 1926, at P.M. Goods must be cleared on or before Friday, July 30, 1926:—

Serial No.	Vessel.	Date of Landing.	Marks.	Number and Description of Packages.
476	ss. Tana	September 7 1925.	Nil	1 case merchandise
476	Do.	September 7	Nil	1 bale merchandise
526	ss. Barjora	October 1	Ten 819/IC	1 case earthen ware
548	ss. Tayooka Maru	October 16	N A N A	5 cases Joss sticks
569	ss. Gera	November 19	AL	3 parcels sugar samples
572	ss. Jaladuta	November 15	SN	1 bale piece goods
587	ss. Nyanza	November 1	Gas Coy.	1 bundle galvanized tubes
592	ss. Pasha	November 17	Address	5 parcels sugar samples
603	ss. City of Oran	November 13	EGCT Coy.	4 box aute parts
609	ss. Jalaweera	December 2	HRM Coy.	5 cases chemical goods
629	ss. Hatimura	August 31	Nil	1 case merchandise
637	ss. Gloucestershire	December 8 1926.	AHH	1 bundle hardware
685	ss. Frauenfels	January 5 1925.	Nil	30 packages flat iron
690	ss. Anhalt	December 23 1926.	HC upon S upon CC	1 parcel
705	ss. Amiral Fourichon	January 6 1925.	PJ upon 672	1 case merchandise
710	ss. Lancashire	December 16	A A G S around 67	2 cart bushes
729	ss. Trifles	December 1	Nil	1 coil wire
729	ss. Delhi	December 19	RT	1 parcel
765	ss. Clan Stuart	September 25 1926.	S and M upon 36841 upon M X.	3 cart bushes
779	ss. Malda	January 27	CU upon 512	1 case (contents broken)
800	ss. Clan McIntosh	January 25 1925.	Nil	1 cart bush
808	ss. Porthos	September 3	LC	1 case paints
808	Do.	September 3	LC	1 cask paints
821	ss. Silverceder	September 3 1926.	Castle M/G & Trdg. Coy.	1 bundle tobacco leaves
829	ss. Clan McIntyre	January 29	WG upon E	1 bale canvas
830	ss. Wisenfels	February 20	W & Co.	1 case advertising matter
838	ss. Gera	February 26	25/97 upon 854 F B C B around	1 coil hoop iron
839	ss. Mashobra	February 24	9 upon NNH	1 case merchandise
847	ss. Heime Maru	March 3	Nil	1 bundle tea, shooks
849	ss. Leicestershire	January 28	Nil	1 bundle alavangops
859	ss. Meerkirk	—	TOM or Nil	1 bundle iron
866	ss. Fontainebleau	February 15	Nil	1 crate ventilators
869	ss. Kashimi Maru	February 25	T Ayabe	1 case medicine

H. M. Customs,
Colombo, July 6, 1926,

C. H. COLLINS,
for Principal Collector.

C/Warakanatte (R. C.) Boys' School.

NOTICE is hereby given that an application has been received from Rev. Fr. J. B. Meary, for the removal of his Warakanatte Boys' School, which is situated in Colombo District of the Western Province, to a new site which is near the Dalugama Roman Catholic Church.

Observations will be received not later than August 9, 1926.

Education Office, L. McD. ROBISON,
Colombo, July 6, 1926. Acting Director of Education.

J/Meykandan Padasalai, Tellippalai North-West.

NOTICE is hereby given that the above school, situated in Tellippalai North-west, Jaffna District of the Northern Province, under the management of Hon. Sir P. Ramanathan has been registered as a grant-in-aid school with effect from June 1, 1925.

Education Office, L. McD. ROBISON,
Colombo, July 9, 1926. Acting Director of Education.

Ambacotta Estate School.

NOTICE is hereby given that an application has been received from the Superintendent, Pallekelly group, Kandy, for a grant-in-aid of his Ambacotta Estate School, which is situated in Dumbara District of the Central Province.

Observations will be received not later than August 9, 1926.

Education Office, L. McD. ROBISON,
Colombo, July 9, 1926. Acting Director of Education.

J/Kokkuvil West Gnanapanditha Vernacular Mixed School.

NOTICE is hereby given that the above school situated in Kokkuvil West, Jaffna District of the Northern Province, under the management of Hon. Sir P. Ramanathan has been registered as a grant-in-aid school with effect from June 1, 1925.

Education Office, L. McD. ROBISON,
Colombo, July 9, 1926. Acting Director of Education.

Change of Site.

NOTICE is hereby given that an application has been received from the General Manager, Buddhist Schools, for the change of site of his Mr/Kadaweediya Vernacular Mixed School to a new site which is about $\frac{1}{4}$ mile away from the present site.

Observations will be received not later than August 9, 1926.

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

Change of Management.

NOTICE is hereby given that Mr. Francis Wickreme-suriya has been appointed Manager of the G/Ahan-gama Buddhist Mixed English School vice the late Mr. P. G. R. de Silva.

Education Office, L. McD. ROBISON,
Colombo, July 5, 1926. Acting Director of Education.

Ceylon Savings Bank.

THE Annual General Meeting of the depositors of the Bank will be held in the Council Chamber on Monday, the 19th instant, at 4.30 P.M.

Ceylon Savings Bank,
Colombo, July 5, 1926.

A. W. METZELING,
Secretary.

Sale of Crown Lands in Colombo.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the under-mentioned Crown lands, together with the buildings thereon, subject to the conditions given below.

2. The tenders, which should be put in separately for each land, will be received at the Colombo Kachcheri until 12 noon, on Thursday, August 19, 1926, 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 tender is made *bona fide*.

3. Further information can be obtained on application at the Colombo Kachcheri.

4. The Government Agent reserves the right to reject any or all tenders.

The Kachcheri,
Colombo, July 5, 1926.

F. BARTLETT,
Government Agent.

CONDITIONS REFERRED TO.

(1) The person whose tender is selected by the Government Agent for submission to Government will be required to deposit at once 1/10th of the purchase amount in cash, and should the tender be accepted by Government the balance purchase amount should be paid within one month of the date of receipt by him of the notification of the acceptance of his offer, and in failure thereof the purchase shall be considered void, and the deposit of 1/10th paid on account of the said lands shall be forfeited.

(2) On payment to the Government Agent, within the time specified of the whole of the purchase money, the purchaser shall receive a deed of transfer as soon as may be practicable.

(3) These lands are sold subject to the reservation to the Crown of all right and title to the mines, minerals, plumbago, gold, silver, copper, iron, tin, lead, and other metals, and the ores thereof, and all mineral oil, coal, shale, or other deposit or formation from which mineral oil may be obtained, together with full power of entry for the same respectively, and all other powers and privileges necessary or requisite to prospect for, dig for, or mine, or recover any of the above-mentioned minerals or metals, save and except under a grant or licence expressly obtained from the Crown, and then only subject to the royalties, terms, and conditions in such mining licence or grant contained.

Description of the Lands.

(1) No. 317, *Alutmawata*.—All that divided portion of an allotment of land called *Walauwatta*, with everything thereon, situated at *Alutmawata* in *Kotahena*, within the Municipality of Colombo; bounded on the north-east by the properties of *Savariel Abrew*, *John Perera*, and *George Fernando*, on the south-east by the other portion of the same land, on the south-west by another portion of the same land, now the property of *John Perera*, *Mudaliyar*, and on the north-west by *Alutmawata road*; containing in extent 1 acre and 20 perches according to the plan No. 1,207 dated July 29, 1912, made by *H. G. Dias*, Licensed Surveyor.

(2) No. 27, *St. James Street*.—All those several allotments of land adjoining each other, now forming one property called and known as *Delgahawatta*, situated at *Alutmawata*, within the Municipality of Colombo; bounded on the north and east by the garden of *Velandage Elaris Silva* and others, on the south and west by the gardens of *A. D. A. Seneviratne* and *Ettige Simon Silva* and others, and on the north-west by the garden of *Ettige Simon Silva* and others; containing in extent 1 rood and 6½ perches according to plan No. 156 dated December 30, 1901, made by *H. G. E. Perera*, Licensed Surveyor.

Sale of Premises known as the Port Surgeon's Office, Colombo.

NOTICE is hereby given that the Government Agent of the Western Province, will receive sealed tenders for the purchase of the property, situated at Church street, Port, Colombo, with the buildings standing thereon, and known as the Port Surgeon's Office, subject to the conditions given below.

2. The tenders will be received at the Colombo Kachcheri until 12 noon on Tuesday, August 17, 1926, 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 tender is made *bona fide*.

3. Further information can be obtained on application at the Colombo Kachcheri.

4. The Government Agent reserves the right to reject any or all tenders.

The Kachcheri,
Colombo, July 5, 1926.

F. BARTLETT,
Government Agent.

Conditions of Sale.

(1) The person whose tender is selected by the Government Agent for submission to Government will be required to deposit at once 1/10th of the purchase amount in cash, and should the tender be accepted by Government the balance purchase amount should be paid within one month of the date of receipt by him of the notification of the acceptance of his offer, and in failure thereof the purchase shall be considered void, and the deposit of 1/10th paid on account of the said lands shall be forfeited.

(2) On payment to the Government Agent, within the time specified of the whole of the purchase money, the purchaser shall receive a deed of transfer as soon as may be practicable.

(3) This land is sold subject to the reservation to the Crown of all right and title to the mines, minerals, plumbago, gold, silver, copper, iron, tin, lead, and other metals, and the ores thereof, and all mineral oil, coal, shale, or other deposit or formation from which mineral oil may be obtained, together with full power of entry for the same respectively, and all other powers and privileges necessary or requisite, to prospect for, dig for, or mine, or recover any of the above-mentioned minerals or metals, save and except under a grant or licence expressly obtained from the Crown, and then only subject to the royalties, terms, and conditions in such mining licence or grant contained.

(4) Possession of the property will be delivered to the purchaser only after the Port Surgeon's Office has been transferred to the premises to be set apart for him in the new Customs House building at the Colombo Jetty now under construction.

Dutch Reformed Church, Wolfendahl, Colombo.

NOTICE is hereby given under section 21 of the Rules and Orders of the Legislative Council of Ceylon that a month or more hence, I shall move, in the said Council, the first reading of "An Ordinance Authorizing the Consistory of the Dutch Reformed Church at Wolfendahl, Colombo," incorporated under Ordinance No. 12 of 1896, to constitute local consistories for the Dutch Reformed Churches at: (1) Wolfendahl, (2) Bambalapitiya, (3) Regent street and Maligakanda, (4) Wellawatta and Dehiwala, and (5) Galle and Matara, which consistories when so constituted shall form the General Consistory of the Dutch Reformed Church in Ceylon, as a body corporate in which shall vest all property now vested in the consistory of the Dutch Reformed Church at Wolfendahl, and in the consistories of the churches at Galle and Matara, and which shall exercise a general supervising authority over the said local consistories by means of rules and regulations to be framed by it for the exercise of its powers, and the due administration by local consistories of their respective churches, subject to the doctrines and discipline of the Dutch Reformed Church, the Consistory of the Dutch Reformed Church at Wolfendahl, Colombo, ceasing to exist when the said General Consistory comes into existence as provided in the said proposed Ordinance.

Colombo, July 3, 1926.

GEO. A. WILLE.

The Narangalla Estates Company, Limited.

In the matter of The Narangalla Estates Company, Limited; and in the matter of "The Joint Stock Companies Ordinance, No. 4 of 1861," and Ordinance No. 22 of 1866.

WHEREAS the affairs of the Narangalla Estates Company, Limited, which was incorporated on December 3, 1886, under the provisions of the "Joint Stock Companies Ordinance, No. 4 of 1861," and which went into liquidation on October 20, 1923, are fully wound up, but it has not been possible for the Company to pass a resolution to the effect that the affairs of the Company are fairly wound up owing to its inability to secure the attendance of shareholders for such a meeting:

And whereas in consequence of the said default of the shareholders the Company is not able legally to wind up its business, or to carry on its business, and be in operation:

Now know Ye that I, Harry Edward Beven, Registrar of Companies, do, in terms of section 1 of Ordinance No. 22 of 1866, and section 242 (4) of "The Companies (Consolidation) Act, 1908," hereby give notice that, at the expiration of three months from this date, the name of the Narangalla Estates Company, Limited, will, unless cause is shown to the contrary, be struck off the Register of Joint Stock Companies kept in this office, and the Company will be dissolved.

Dated at Colombo, this 7th day of July, 1926.

H. E. BEVEN,
Registrar of Companies.

Railway Clerical Examination.

AN examination for admission of candidates to Class II. of the Railway Clerical Service will be held on September 21-23, 1926, and candidates desirous of presenting themselves for same should apply to me for forms on or before July 26, 1926, stating date of birth and educational qualifications.

Candidates must not be under 17 or over 23 years of age on the date of examination, must be of good physique, and must have previously passed—

- (i.) The Cambridge Senior or the London Matriculation or higher examination of the University of London; or
- (ii.) The Cambridge Junior or the Elementary School-leaving Certificate Examination, and either (a) the examination for the Commercial Certificates of the Government Technical Schools or of the Ceylon Chamber of Commerce; or (b) the examination for the London Chamber of Commerce Junior Certificate in English, Arithmetic, and either Bookkeeping or Shorthand and Typewriting.

Letters from candidates who do not possess the necessary qualifications will not be replied to, and original certificates need not, therefore, be sent in the first instance.

General Manager's Office, J. M. ORKNEY,
Colombo, July 7, 1926. for Acting General Manager.

Loss of Firearms.**RATNAPURA DISTRICT.**

Description of property: One single-barrelled cap gun, No. 810 on the stock.

Number of licence: 1942/A 62792.

Name of Owner: Kasuri Arachchillaye Rattranhamy of Getagama.

Remarks: The gun is reported to be lost.

The Kachcheri, J. M. DE SILVA,
Ratnapura, July 6, 1926. for Government Agent.

Rinderpest.

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

R. M. M. WORSLEY,
The Kachcheri, Assistant Government Agent.
Hambantota, July 2, 1926.

Rinderpest.

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

R. M. M. WORSLEY,
The Kachcheri, Assistant Government Agent.
Hambantota, July 2, 1926.

Rinderpest.

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

R. M. M. WORSLEY,
Assistant Government Agent.
The Kachcheri,
Hambantota, July 1, 1926.

Rinderpest.

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

R. M. M. WORSLEY,
Assistant Government Agent.
The Kachcheri,
Hambantota, July 1, 1926.

Rinderpest.

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

R. M. M. WORSLEY,
Assistant Government Agent.
The Kachcheri,
Hambantota, July 1, 1926.

Rinderpest.

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Nalagama-Gansabahawa road is closed to all cattle traffic for a further period of ten days from July 4, 1926.

R. M. M. WORSLEY,
Assistant Government Agent.
The Kachcheri,
Hambantota, July 3, 1926.

Rinderpest.

WHEREAS rinderpest no longer exists in the under-mentioned area which was declared to be infected by proclamation dated November 27, 1925, and published in *Government Gazette* No. 7,502 of December 4, 1925: It is hereby declared that the said area is free from the disease.

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

Area.

Hingura in Diyapotagam pattu of Kolonna korale in Ratnapura District.

Boundaries.

North: Village limits of Tunkama.
East: Walawe-ganga.
South: Kachchigal-ara and boundary of East Giruwa pattu.
West: Old Village Committee Road from Embilipitiya to Hingura.

Rinderpest.

WHEREAS rinderpest no longer exists in the under-mentioned area which was declared to be infected by proclamation dated November 15, 1925, and published in *Government Gazette* No. 7,499 of November 20, 1925: It is hereby declared that the said area is free from the disease.

The Kacheheri,
Ratnapura, June 30, 1926.

E. T. MILLINGTON,
Government Agent.

Area.

Embilipitiya, Pallegama, and Udagama in Diyapota-gam pattu, Kolonna korale, Ratnapura District.

Boundaries.

North: Walawe-ganga.
East: Bridge over Hulanda-oya at Halmillaketiya.
South: Hulanda-oya.
West: Panamure.

Rinderpest.

WHEREAS rinderpest no longer exists in the under-mentioned area which was declared to be infected by proclamation dated November 22, 1925, and published in *Government Gazette* No. 7,500 of November 27, 1925: It is hereby declared that the said area is free from the disease.

The Kacheheri,
Ratnapura, June 30, 1926.

E. T. MILLINGTON,
Government Agent.

Area.

Tunkame in Diyapotagam pattu, Kolonna korale, Ratnapura District.

Boundaries.

North: Walawe-ganga.
East: Main road from Tunkama to Ambalantota.
South: The village limits of Hingura.
West: The village limits of Hingura and Hulanda-oya.

Rinderpest.

WHEREAS rinderpest no longer exists in the under-mentioned area which was declared to be infected by proclamation dated January 21, 1926, and published in *Government Gazette* No. 7,510 of January 29, 1926: It is hereby declared that the said area is free from the disease.

The Kacheheri,
Ratnapura, June 30, 1926.

E. T. MILLINGTON,
Government Agent.

Area.

Diyapota wasama in Diyapotagam pattu of Kolonna korale in Ratnapura District.

Boundaries.

North: The village limits of Omalpe wasama.
East: The village limits of Walaloda wasama.
South: The korale boundary between Kolonna korale and West Giruwa pattu.
West: The korale boundary between Kolonna korale and West Giruwa pattu, and the village limits of Dorapane.

Rinderpest.

WHEREAS rinderpest no longer exists in the under-mentioned area which was declared to be infected by proclamation dated January 22, 1926, and published in *Government Gazette* No. 7,510 of January 29, 1926: It is hereby declared that the said area is free from the disease.

The Kacheheri,
Ratnapura, June 30, 1926.

E. T. MILLINGTON,
Government Agent.

Area.

Godawela in Omalpe wasama in Diyapotagam pattu of Kolonna korale in Ratnapura District.

Boundaries.

North: Makulutota-oya.
East: The village limits of Wisamitura.
South: The village limits of Diyapota.
West: The village limits of Dapane wasama.

Rinderpest.

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

The Kacheheri,
Ratnapura, July 7, 1926.

E. T. MILLINGTON,
Government Agent.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in Kandu tulana, No. 23 of Kanadara korale in Nuwaragam palata of North-Central Province: I, Punchi Banda Bulankulame, Ratamahatmaya, Nuwaragam palata, do hereby declare under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said tulana is an effected area.

This order shall take effect from the date hereof.

Boundaries.

The boundaries of the Revenue Division of Kandu tulana No. 23.

July 5, 1926. P. B. BULANKULAME,
Ratamahatmaya, Nuwaragam Palata.

Hoof-and-Mouth Disease.

WHEREAS by proclamation, *vide* my report No. 368 of June 18, 1926, Nuwaragam tulana No. 13 in Nuwaragam korale of Nuwaragam palata in the North-Central Province was proclaimed an infected area in terms of sub-sections (1) and (2); of section (5) of Ordinance No. 25 of 1909; and whereas hoof-and-mouth disease no longer exists in the said area, it is now declared under section 5 (5) of the said Ordinance free from hoof-and-mouth disease, and to be no longer an infected area.

This order shall take effect from the date hereof.

July 5, 1926. P. B. BULANKULAME,
Ratamahatmaya, Nuwaragam Palata.

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

NOTICE is hereby given that on Saturday, July 24, 1926, 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 June, 1926, or any part thereof, that may be due and owing on that date.

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

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

• From August 1 to September 30, 1926.

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

The Kacheheri,
Colombo, July 1, 1926.

F. BARTLETT,
Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

List of Auctioneers' Licences issued during June, 1926.

Date. 1926.	No. of Licence.	Name.	Address.
June 5	16	D. B. Gunasekera	Shrubbery Gardens, Bambalapitiya
June 25	17	S. R. Koelmeyer	18, Old Kolonnawa road

List of Brokers' Licences issued during June, 1926.

Date. 1926.	No. of Licence.	Name.	Address.
June 11	128	Paul Perera	Nandana, Moratuwa
June 30	129	D. Attanayake	85, Maligakande road

Treasurer's Department,
Town Hall,
Colombo, July 2, 1926.

G. H. N. SAUNDERS,
Municipal Treasurer.

ROAD COMMITTEE NOTICES.

Preston Junction-Agra Branch Road.

(Between Preston Junction and end of Agra Road.)
Flood Damages.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council having agreed to grant the under-mentioned sum for repairing flood damages on the above road for the year ending September 30, 1926, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, July 10, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs.	Private contributions	Rs.
Government moiety	1,318.00	Private contributions	1,350.95
Proprietors or Agents.		Estates.	Acreage.
Ceylon Tea Plantation Company, Limited	..	Glenlyon, Stair, and Polmont	683
Agra Ouvah Estate Co.	..	Agra Ouvah	331
Do.	..	Fankerton	193
Heirs of R. W. Wickham	..	Holmwood	391
Galaha Ceylon Tea Estates and Agency Co. (Henry Thompson)	..	Hauteville	320
Do.	..	Woodlake	162
Do.	..	Freshwater	251
Do.	..	St. George	263
John K. Gilliatt & Co. (Cumberbatch & Co.) (D. F. Fitz-Gibbon)	..	Sutton	277
Glasgow Estates Company, Ltd.	..	Glasgow	472
Ceylon Tea Plantation Co., Limited (F. Lushington)	..	Waverley	157
Portmore Tea Estates Co. Ltd.	..	Aldourie	269
Glasgow Estates Company, Ltd.	..	Nithsdale	242
Portmore Tea Estates Co., Ltd.	..	Portmore	311
Balmore Ceylon Estates Co., Ltd.	..	Sandringham and Yarravale	542
Heirs of T. Mackie & P. Moir (W. B. Bartlet)	..	Lot 112,364, Powys land	165
Lutyens Bros. (F. Lushington)	..	Mornington	417
Ceylon Tea Plantations Co., Ltd.	..	Ardallie	209
New Dimbula Company, Ltd.	..	Diyagama	3,125
Heirs of J. M. Sayres	..	Natbourne	172

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy June 18, 1926. Chairman.

Deniyaya-Hayes Branch Road, 1925-1926.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the Deniyaya-Hayes Branch Road, during 1925-1926, the Provincial Road Committee of the Southern Province, acting under the provisions of section 19 of

"The Branch Roads Ordinance No. 14 of 1896," as amended by Ordinance No. 9 of 1907, will on Saturday, July 17, 1926, at the Galle Kachcheri, proceed to assess the under-mentioned estates to make up the private contributions:—

Estimate D 194 of 1925-1926.

Maintenance of Deniyaya-Hayes Road.

Government moiety	Rs. 5,430.00
Private contributions	Rs. 5,511.45
Less unexpended balance of 1924-1925.	Rs. 15.33
To be recovered	Rs. 5,496.12

1st section, 1 mile.

Proprietors and Agents.	Estates.	Acreage.
D. M. Rajapakse	Deniyaya	609

1st and 2nd sections, 2 miles.

D. K. Dias Appu and others	Kekunahena	80
D. Asirvathan	Tenipitiya	49

1st to 3rd sections, 3 miles.

D. M. Rajapakse	Downside	202
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1st to 4th sections, 4 miles.

Handford Estates Company, (George Steuart & Company)	Handford	765
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1st to 6th sections, 6 miles.

E. C. Anderson	Anningkande	775
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1st to 7th sections, 7 miles.

W. A. Elias Appu	Marahena No. 1	52
W. Denoris Silva	Marahena No. 2	35
A. D. S. Weerasingha	Marahena No. 3	40
W. Denoris Silva	Iluktenna	36
Do.	Puhulhenekanda	30

1st to 8th sections, 8 miles.

Lipton, Limited	Panilkanda	844
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1st to 10.1 sections, 10.1 miles.

Haydella Tea & Rubber Company, Limited, (Whittal & Company)	Hayes	1,653
Do. Lessee:—		
V. M. Nagalingam.	Gongalla	574
E. C. Goonatilleke	Longford	257
M. S. Furlong	Dambahena	117

Total acreage 6,118

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

L. W. C. SCHRADER,
Provincial Road Committee's Office,
Galle, June 28, 1926. Chairman.

Gevilipitiya-Hatgampola Branch Road.

IT is hereby notified that the notice dated June 29, 1926, and published in the *Government Gazette* No. 7,534 of July 2, 1926, is hereby cancelled and the following notice is substituted therefor:—

Gevilipitiya-Hatgampola Branch Road.

(Flood Damages:)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for rebuilding abutment and wing walls damaged by floods, and for necessary repairs to other abutments of the under-mentioned road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance No. 14 of 1896, will on Wednesday, July 21, 1926, at 2.30 P.M. at their office in Ratnapura, proceed to assess the under-mentioned estates, to make up the private contributions:—

GEVILIPITIYA-HATGAMPOLA BRANCH ROAD.

(Estimate No. D 1,030 of June 28, 1926.)

Government moiety	..	Rs. 600-00		
Private contributions	..	Rs. 621-00		
Proprietors or Agents.		Estates.		Acreage.
E. L. Ebrahim Lebbe Marikar, 9, Gasworks street, Colombo.	..	Yellangowrie	..	440

Proprietors or Agents.		Estates.		Acreage.
W. L. Strachan (Rubber Estates of Ceylon, Ltd.) (The Galaha Ceylon Tea Estates and Agency Co., Agents) ..		Debatgama Group: Debatgama, Orakanda	..	1,471
		Total.	..	1,911

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

J. M. DE SILVA,
for Chairman.
Provincial Road Committee,
Ratnapura, July 3, 1926.

Election of a Member, District Road Committee, Trincomalee.

NOTICE is hereby given that under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of Native Member of the District Committee of Trincomalee, for the remaining period of 1926, and for the year 1926, are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee, for the Eastern Province, at least 10 days before the day of election. The election will be held at the Trincomalee Kachcheri, on Saturday, August 7, 1926, at 10 A.M., and the poll will be open from 10 A.M. to 1 P.M.

V. VISWALINGAM,
Secretary.
Provincial Road Committee Office,
Batticaloa, July 5, 1926.

NOTICE TO MARINERS.

No. 8 of 1926.

CEYLON.

East Coast—Trincomalee Harbour.

THE White Buoy marking the Western extremity of York Shoal is reported to be temporarily out of position.

Latitude 8° 33' N.
Longitude 81° 14' E.
Admiralty Charts affected:—

No. 816 Trincomalee Harbour.
No. 815 Trincomalee Harbour and Bays.

Publications: Bay of Bengal Pilot, Fifth Edition, 1921, page 169.

Master-Attendant's Office,
Colombo, July 1, 1926.

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

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

THE following persons were licensed during the month of June to carry on the trade or business of Auctioneers or Brokers within the limits of the Kalutara Urban District Council area for the year 1926, and their names are published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

B. D. Amit, Auctioneer.
M. D. Charles de Silva, Broker.

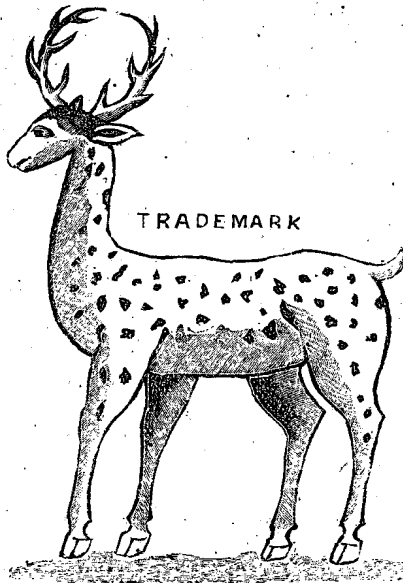
ARNOLD GOONEWARDENE,
Vice-Chairman.

Urban District Council's Office,
Kalutara, July 1, 1926.

TRADE MARKS NOTICES.

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

- (1) Trade Mark No. 3,561.
- (2) Date of Receipt: May 6, 1926.
- (3) Applicant (Proprietor of the Trade Mark): MOHAMMAD KYRU ABDULLAH SULTAN BABA, No. 21, Mahban street, Pettah, Colombo; Exporter of Coconut, Jewellery, and Ceylon Produce.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Coconuts.
- (7) Representation of the Trade Mark:



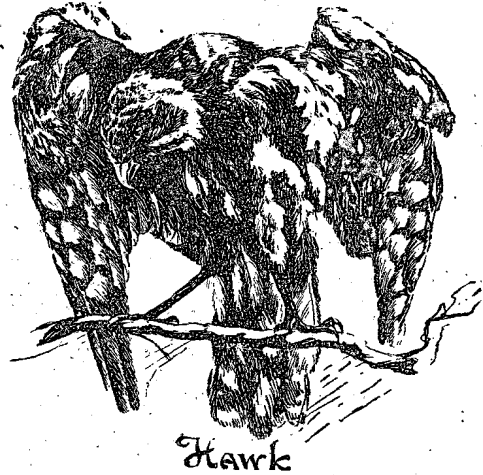
The essential particular of the Trade Mark is the distinctive device, and no claim is made to the exclusive use of the words "Trade Mark."

Registrar-General's Office, E. R. DE SILVA,
Colombo, June 30, 1926. Acting Registrar-General.

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

- (1) Trade Mark No. 3,597.
- (2) Date of Receipt: June 16, 1926.
- (3) Applicant (Proprietor of the Trade Mark): BROOKE BOND, CEYLON, LIMITED, No. 62, Union place, Slave Island, Colombo; Tea Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea.

(7) Representation of the Trade Mark:



The essential particulars of the Trade Mark are the device of a Hawk and the word "HAWK."

Registrar-General's Office,
Colombo, July 7, 1926.

H. E. BEVEN,
Registrar-General.

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

- (1) Trade Mark No. 3,598. *408/*
- (2) Date of Receipt: June 16, 1926.
- (3) Applicant (Proprietor of the Trade Mark): BROOKE BOND, CEYLON, LIMITED, No. 62, Union place, Slave Island, Colombo; Tea Merchants.
- (4) Address for service in the Island, if any: —
- (5) Class: Forty-two.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:



The essential particulars of the Trade Mark are the device of a Bluebird, and the word "BLUEBIRD."

Registrar-General's Office,
Colombo, July 7, 1926.

H. E. BEVEN,
Registrar-General.

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

- (1) Trade Mark No. 3,596.
- (2) Date of Receipt : June 16, 1926.
- (3) Applicant (Proprietor of the Trade Mark) : BROOKE BOND, CEYLON, LIMITED. No. 62, Union place, Slave Island, Colombo ; Tea Merchants.
- (4) Address for service in the Island, if any : —
- (5) Class : Forty-two.
- (6) Goods : Tea.
- (7) Representation of the Trade Mark :



KING FISHER

The essential particulars of the Trade Mark are the device of a King Fisher, and the words "KING FISHER."

Registrar-General's Office,
Colombo, July 7, 1926.

H. E. BEVEN,
Registrar-General.

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

Trade Marks registered during the Month of June, 1926.

Trade Mark No.	Gazette No.	Date of Gazette	Proprietors.	Class.
3,487	7,518	March 26, 1926	Compagnie De La Source Perrier	42, 44
3,499	7,518	March 26, 1926	British-American Tobacco Co., Ltd.	45
3,500	7,518	March 26, 1926	Harrisons & Crosfield, Ltd.	42
3,507	7,518	March 26, 1926	Ibrahim Lebbe Abdul Kudhoos	48
3,518	7,518	March 26, 1926	Kiichi Ensha, trading as "The Nissei Trading Company"	39
3,522	7,518	March 26, 1926	Holland Ceylon Commercial Co.	24
3,525	7,518	March 26, 1926	The Ceylon Ice & Cold Storage Co., Ltd.	42
3,526	7,518	March 26, 1926	Ashton Hoare & Co., Ltd.	24, 27, 31, 34
3,527	7,518	March 26, 1926	J. & G. Meakin, Ltd.	16
3,529	7,519	April 1, 1926	Dodge & Seymour, Ltd.	38
3,530	7,519	April 1, 1926	Do.	38
3,531	7,519	April 1, 1926	The Mond Tar By-Products Syndicate, Limited	1
3,520	7,521	April 16, 1926	Nicholson File Company	12
3,544	7,521	April 16, 1926	"Cementi Isonzo" Societa Anonima	17
3,546	7,521	April 16, 1926	Thos. Firth & Sons, Ltd.	5
3,513	7,522	April 23, 1926	Winfried Freudenberg, Sigmund Freudenberg, Heinrich Gauger and Ernst Albert Otto Wild, trading as "Freudenberg & Co."	47
3,523	7,522	April 23, 1926	The Parker Pen Company	39
3,524	7,522	April 23, 1926	Do.	39
3,543	7,522	April 23, 1926	Federal Motor Truck Co.	22

Subsequent Proprietors registered during the Month of June, 1926.

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

Trade Mark No.	Gazette No.	Date of Gazette.	Proprietors.	Class.
1,003	6,263	October 2, 1908	E. G. Acheson, Ltd., 40, Wood street, Westminster, London, England; <i>Edward Goodrich Acheson</i>	47
1,040	6,289	January 29, 1909	Do.	47
2,645	7,255	May 5, 1922	Reginald John Hooton Hope, trading as Hope Hartope & Co.; <i>John Harte Hope and Reginald John Hooton Hope, trading as Hope Hartope & Co.</i>	2
2,685	7,288	October 13, 1922	Do.	1
2,686	7,268	July 14, 1922	Do.	2

Trade Marks renewed during the Month of June, 1926.

223	5,564	July 29, 1898	The Swift Cycle Co., Ltd.	22
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Trade Marks to be removed from the Register for Non-payment of Renewal Fees.

222	5,562	July 15, 1898	Oakes & Co., Ltd.	45
1,335	6,508	June 14, 1912	Custodian of Enemy Property	20
1,336	6,508	June 14, 1912	R. Thorne & Sons, Ltd.	43
1,337	6,508	June 14, 1912	Do.	43
1,342	6,510	June 28, 1912	The Barrett Manufacturing Co.	2

Trade Marks removed from the Register during the Month of June, 1926, for Non-payment of Renewal Fees.

1,288	6,485	January 19, 1912	John Henderson Stewart, trading as Alexander Stewart & Son	43
1,307	6,497	April 4, 1912	Brodie & Co.	43
1,311	6,499	April 19, 1912	Arthur Alvis	42

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

LOCAL BOARD NOTICES.

Appointment of Assessors.

BY virtue of the powers vested in me under section 5 of Ordinance No. 7 of 1866, as amended by Ordinance No. 19 of 1921, I, Maxwell MacLagan Wedderburn, Acting Government Agent, North-Central Province, do hereby appoint the under-mentioned persons to be assessors for the town of Anuradhapura for the year, 1927:—

Captain E. G. Eastman, Government Assessor.
Mr. N. W. Thambiah, Town Muhandiram, Anuradhapura.
Mr. S. W. Anderson, Local Board Inspector, Anuradhapura.

The Kachcheri, M. M. WEDDERBURN,
Anuradhapura, July 2, 1926. Acting Government Agent.

Appointment of Assessors.

BY virtue of the powers vested in me under section 5 of Ordinance No. 7 of 1866, as amended by Ordinance No. 19 of 1921, I, Francis Jagoe Smith, Government Agent, Northern Province, do hereby appoint the under-mentioned

persons to be assessors for the town of Jaffna for the year 1927:—

1. Mr. A. Nadarajah, Kolumbuturai, Jaffna.
2. Mr. M. A. Rasiah, Old Firewood Depot road, Jaffna.
3. Mr. N. Vaitilingam, Vainnarponnai North-east, Jaffna.
4. Mr. S. Meera Mohideen Sahibo, Moor street, Jaffna.

The Kachcheri,
Jaffna, June 25, 1926.

F. J. SMITH,
Government Agent.

Election of Unofficial Member, Local Board, Batticaloa.

IT is hereby notified that Mr. Edmund Theodore Kadramer of Batticaloa has been elected an Unofficial Member of the Local Board of Batticaloa, for the years 1926 and 1927, in place of Mr. L. F. Tisseverasinghe, deceased.

The Kachcheri,
Batticaloa, July 3, 1926

B. G. DE GLANVILLE,
Government Agent.

UNOFFICIAL ANNOUNCEMENTS.

(Continued from page 2161.)

Application for Enrollment as a Proctor.

GUNERIS ALWIS SAMARAKOON of "Ispia Villa," Kelaniya, presently residing at "Chintamani," Karlshue Gardens, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and other Justices of the Supreme Court of the Island of Ceylon, to be admitted and enrolled a Proctor, of the said court.

"Chintamani,"
Karlshue Gardens,
July 6, 1926.

G. A. SAMARAKOON.

Auction Sale.

Teak, Logs, Planks, Scantlings, Motor Car &c., at Trincomalee.

A LARGE consignment of un-used Salved Rangoon Teak ex s.v. "Delhi" consisting of about 15,794

cubic feet teak logs and planks and about 8,976 cubic feet teak scantlings, lying at the Custom's premises, Trincomalee, on Tuesday, July 20, 1926, at 8 A.M., at the spot, in lots to suit buyers.

Fifteen days will be allowed purchasers, for removal, after that date they will be liable for the usual Customs charges.

Further particulars may be obtained from us—

19, Baillie street, Fort.
Phone: 289.

A. Y. DANIEL & SON,
Auctioneers and Brokers.

Telegrams: "Lions," Colombo.