

# THE CEYLON GOVERNMENT GAZETTE

No. 7,558 — FRIDAY, DECEMBER 3, 1926.

*Published by Authority.*

## PART I.—GENERAL.

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

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### SUPPLEMENT :

The INDEX to the *Gazette* for the First Half-Year of 1926,

NEW LAW REPORTS.—Part XV. of Vol. XXVII. was issued on November 30, 1926.

COLOMBO :

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

## PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

U 320/26

A PROCLAMATION.

HUGH CLIFFORD.

WHEREAS a building has been erected by the Local Board, Trincomalee, at Division No. 4, within the Local Board limits of Trincomalee, Eastern Province, for the purposes of a public slaughter-house, and such building has been certified to the Governor by the "Proper Authority," to wit, the Chairman, Local Board, Trincomalee, as sufficient for the said purposes:

Now know Ye that We, the Governor, in exercise of the powers vested in Us by section 22 of "The Butchers' Ordinance, 1893," do hereby declare and proclaim such building to be a public slaughter-house as from and after the date hereof.

Colombo, November 26, 1926.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

A 54/26

A PROCLAMATION.

HUGH CLIFFORD.

KNOW Ye that We, the Governor in Executive Council, in exercise of the powers vested in Us by section 26 of "The Co-operative Societies Ordinance, No. 34 of 1921," do hereby remit—

- (a) The stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of "Sittandikudi Co-operative Society and the Milapitiya Co-operative Society," or by an officer or member of the said societies, and relating to the business of the said societies are chargeable as from October 25, 1926.
- (b) Any fee payable under the law of registration for the time being in force in respect of instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, December 1, 1926.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

GOD SAVE THE KING.

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

No. 396 of 1926.

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

Mr. W. D. GODSALL to the office of Office Assistant to the Government Agent, Province of Sabaragamuwa; Deputy Fiscal for the District of Ratnapura; Additional Police Magistrate, Ratnapura; and Additional Assistant Superintendent of Police, Ratnapura District, with effect from December 2, 1926, until further orders.

Mr. W. C. D. PENTELOW to act in the office of Office Assistant to the Assistant Government Agent, Kegalla, Additional Commissioner of Requests and Additional Police Magistrate, Kegalla, with effect from December 2, 1926, until further orders.

Mr. W. C. D. PENTELOW to be Extra Office Assistant to the Assistant Government Agent, Kegalla, on November 30 and December 1, 1926.

Mr. T. D. PERERA to be Assistant Commissioner of Stamps, with effect from November 26, 1926, until further orders.

Mr. C. J. D. LANKTREE to be Additional Assistant Director of Education, with effect from November 30, 1926, until further orders.

Mr. A. R. SUPPRAMANIAM to act as Additional District Judge, Jaffna, on December 4, 7, and 8, 1926.

Mr. AELIAN ONDAATJE to act as Additional District Judge, Kegalla, on December 6, 1926.

Mr. L. M. D. DE SILVA to act, in addition to his own duties, as Additional Commissioner of Requests, Colombo, on December 4, 1926.

Mr. CLEMENT P. WIJEYERATNE to act as Additional Commissioner of Requests and Police Magistrate, Kalutara, during the absence of Mr. R. Y. DANIEL, on December 9, 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 November 30 to December 2, 1926, inclusive, or until the resumption of duties by that officer.

Mr. E. G. M. GOONEWARDENE to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, during the absence of Mr. S. P. WICKRAMASINHA, from December 4 to 8, 1926, inclusive, or until the resumption of duties by that officer.

Mr. N. MOONESINGHE to the office of Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, with effect from November 25, 1926, until further orders.

Mr. C. P. WIJEYERATNE to act as Additional Police Magistrate, Kalutara, on December 2, 1926.

Mr. H. J. M. WICKREMARATNE to act as Additional Police Magistrate, Balapitiya, on December 8, 1926.

Mr. J. KADRAMATAMBY to act as Additional Police Magistrate, Batticaloa, on December 3 and 4, 1926.

Mr. C. A. GUNARATNE to be a Justice of the Peace and Unofficial Police Magistrate for the district of Tangalla.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, December 2, 1926.

No. 397 of 1926.

IT is hereby notified that Mr. G. LOCHEN has resumed duties as Consul General for Norway at Calcutta, with effect from November 25, 1926.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, December 2, 1926.

No. of 398 1926.

IT is notified for information that His Excellency the Governor has been pleased to accept the resignation by Honorary Second Lieutenant ROYDON WALTER VANDERWALL of his Commission in the Ceylon Cadet Battalion, with effect from November 22, 1926.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, November 25, 1926.

No. 399 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) (c) of Ordinance No. 18 of 1892, to appoint Dr. E. S. GODLIEB as an Official Member of the Nuwara Eliya District Sanitary Board, as from November 1, 1926, in place of Dr. MERL PERERA, resigned.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office Acting Colonial Secretary.  
Colombo, December 1, 1926.

No. 400 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. V. CHELLIAH, Maniagar, Pachchilaipali, to be, in addition to his own duties, an Inquirer for Tenmaradchy, from November 23 to December 13, 1926, during the absence of V. M. CHITTAMPALAM, Mudaliyar, or until further orders.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, November 27, 1926.

No. 401 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. D. H. KALATUWAWA to be an Inquirer for Palle pattu and Meda pattu of Kuruwiti korale, in the Ratnapura District.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, December 1, 1926.

No. 402 of 1926.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DHARMADASA WEERAWARDHANA BIYANWILA to be a Notary Public throughout Wannu hatpattu of Kurunegala District, with residence and office at Nikaweratiya, and to practise as such in the Sinhalese language.

By His Excellency's command,

E. B. ALEXANDER,

Colonial Secretary's Office, Acting Colonial Secretary.  
Colombo, November 27, 1926.

## APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. J. V. ATYAMPILLAI to act as Registrar of Lands, Trincomalee, for four days from November 30, 1926, during the absence of the Registrar, Mr. C. ARUMUGAM, on leave.

Registrar-General's Office,  
Colombo, November 30, 1926.

H. E. BEVEN,  
Registrar-General.

IT is hereby notified that I have appointed WANISEKARA MUDIYANSELAGE DELGAHAMULLE RAN BANDA to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Pata Dumbara No. 6 division, in the Kandy District of the Central Province, for thirty days, with effect from December 1, 1926, during the absence of the Registrar, RAN BANDA EKANAYAKA, on leave. His office will be at Paluwatta in Naranpanawa.

Registrar-General's Office,  
Colombo, November 29, 1926.

H. E. BEVEN,  
Registrar-General.

IT is hereby notified that I have appointed KATRIPPILLAI VAITHALINGAM to act as Registrar of Births and Deaths of Mallakam division, and of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for three months, with effect from December 15, 1926, *vice* Registrar, SUBRAMANIYAM SINNAPPAH, on leave. His office will be at Katkaladdi in Mallakam.

Registrar-General's Office, H. E. BEVEN,  
Colombo, November 26, 1926. Registrar-General.

IT is hereby notified that I have appointed KATHIRAVELU PILLAI SEENITAMBY as Registrar of Births and Deaths of Koralai pattu central division, and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, with effect from December 1, 1926. His office will be at Niravodai.

Registrar-General's Office, H. E. BEVEN,  
Colombo, November 29, 1926. Registrar-General.

IT is hereby notified that I have appointed VATRAVI KATHERKAMATAMBY (provisionally) as Registrar of Births and Deaths of Koralai pattu north division, and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, with effect from December 16, 1926. His office will be at Kathiraveli.

Registrar-General's Office, H. E. BEVEN,  
Colombo, November 29, 1926. Registrar-General.

IT is hereby notified that I have appointed MANUELPILLAI JOACHIM CHELLIAH (provisionally) as Registrar of Births and Deaths and of Marriages (General) of Akkarai pattu north division, in the Puttalam District of the North-Western Province, with effect from November 30, 1926, *vice* SANTIAGU PILLAI PILAS, resigned. His office will be at Mampuri, with station at Etalai.

Registrar-General's Office, H. E. BEVEN,  
Colombo, November 30, 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 RAJAPAKSA APPUHAMILLAGA DON DAVITH APPUHAMY to act as Registrar of Births and Deaths of Megodapotha division, and of Marriages (General) of Udu-gaha pattu of Siyane korale east division, in the Colombo District of the Western Province, for November 27, 1926, during the absence of the Registrar, DON CARTHELIS WANIGASUNDARA, on leave. His office will be at Nugagahawatta in Urapola.

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. DON JAMES HECTOR FERDINANDO to act as Registrar of Births and Deaths of Maradana division, in the Colombo District of the Western Province, for five days from November 29, 1926, during the absence of the Registrar, Dr. A. C. FERNANDO, on sick leave. His office will be at 229, Dematagoda road, Maradana.

The Additional Assistant Provincial Registrar, Kalutara, has appointed GALGAMA ACHCHIGE DON SEEMON JAYAWARDANE to act as Registrar of Births and Deaths of

Rayigama division, and of Marriages (General) of Adikari pattu division, in the Kalutara District of the Western Province, for nine days from November 28, 1926, during the absence of the Registrar, DON PEDRICK GUNATHILAKA, on leave. His office will be at Sittigewatta in Gelanigama.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PESTERUWELIYANARALLAGE SIMON COORAY to act as Registrar of Births and Deaths of Kalutara North division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on December 2, 1926, during the absence of the Registrar, DON ABRAHAM WIJEMANNE, on leave. His office will be at Kurusiyawatta in Wiligoda.

The Additional Assistant Provincial Registrar, Kandy, has appointed SAMARAKOON MUDIYANSELAGE TIKIRI BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Uda Bulatgama No. 2 division, in the Kandy District of the Central Province, on December 3, 1926, during the absence of the Registrar, DINGIRI BANDA SAMARAKOON, on leave. His office will be at Ambagamuwa.

The Assistant Provincial Registrar, Matale, has appointed WICKRAMASINHA NAVARATNA ABAYAKON PANDITA WAHALA MUDIYANSELAGE SENEVIRATNE BANDARA HAPUGODA to act as Registrar of Births and Deaths of Gampahasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for five days from November 26, 1926, during the absence of the Registrar, HAKMANA DASANAYAKA WASALA BANDARA AMUNUGAMA WIJERATNE RAJANAYAKA WALAWWE MUTU BANDA DORAKUMBURE, on leave. His office will be at Dissawewalawwewatta in Dorakumbura; station: Ihala-gederawatta in Talagasyaya.

The Additional Assistant Provincial Registrar, Galle, has appointed ANDRAYAS EDWARD WICKRAMASURIYA SENEVIRATNE to act as Registrar of Births and Deaths of Baddegama division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on November 30, 1926, during the absence of the Registrar, WILLIAM WICKRAMASURIYA SENEVIRATNE, on leave. His office will be at Mudiyansegewatta at Baddegama.

The Additional Assistant Provincial Registrar, Galle, has appointed CHARLES HECTOR WIJESINHA to act as Registrar of Births and Deaths of Diviture division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for two days from December 2, 1926, during the absence of the Registrar, ANDRAYAS HECTOR WIJESINHA, on leave. His offices will be at Pinitaragodellewatta in Ampegama and Putuwegodawatta in Waduwelwitiya.

The Additional Assistant Provincial Registrar, Galle, has appointed ABRAHAM HETTIACHCHI GUNAWARDENA to act as Registrar of Births and Deaths of Hikkaduwa division, in the Galle District of the Southern Province, for nine days from December 2, 1926, during the absence of the Registrar, HETTIARACHCHI BAPTIST WICKRAMARATNE, on leave. His office will be at Hettiachchidewelwatta in Hikkaduwa.

The Additional Assistant Provincial Registrar, Galle, has appointed CORNELIS MENDIS WIRASINHA to act as Registrar of Births and Deaths of Bussa division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on December 3, 1926, during the absence of the Registrar, SIMON MENDIS WIJAYASEKERA, on leave. His offices will be at Mulgedarawatta in Ratgama and Gurunnasegewatta in Bussa.

The Additional Assistant Provincial Registrar, Matara, has appointed EPITAKADUWEGAMAGE DON ANDRAYAS to act as Registrar of Births and Deaths of Aturaliya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for six days from November 29, 1926, during the absence of the Registrar, DON DAVITH WICKRAMASINGHA GAMAPATIRANA, on sick leave. His office will be at Yahalewatta in Karagodauyangoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ARUKATTI PATABENDIGE DON TEPANIS WAIDYASENA to act as Registrar of Births and Deaths of Moderagam palata division, and of Marriages (General) of East Girawa pattu division, in the Hambantota District of the Southern Province, for ten days from November 25, 1926, during the absence of the Registrar, DON JAKORIS EDIRIWICKREMASURIYA, on sick leave. His office will be at Siyambalagahawatta in Tawaluwila.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DIDRECK KULATUNGA to act as Registrar of Births and Deaths of Wewugam palata division, and of Marriages (General) of East Girawa pattu division, in the Hambantota District of the Southern Province, for three days from November 29, 1926, during the absence of the Registrar, DON DISANIS KULATUNGA, on leave. His office will be at Punchiwalawwewatta in Dabarella.

The Assistant Provincial Registrar, Jaffna, has appointed SETHAMPARANATAR VELUPPILLAI to act as Registrar of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for twenty-one days from November 23, 1926, during the absence of the Registrar, VIRAVAKU MUDALIYAE SITTAMPALAM, on leave. His office will be at Kayavalaikkuli in Chavakachcheri.

The Assistant Provincial Registrar, Mannar, has appointed KAYITTAN AROKKIYAM KULAS to act as Registrar of Births and Deaths of Nanaddan West division, and of Marriages (General) of Nanaddan division, in the Mannar District of the Northern Province, for two days from November 26, 1926, during the absence of the Registrar, JOACHIM JOSEPH CROOS, on leave. His office will be at the Kovilvalavu in Vankalai.

The Assistant Provincial Registrar, Mannar, has appointed IYAMPILLAI VETTIVELU to act as Registrar of Births and Deaths of Iluppaikadavai division, and of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, for twenty-seven days from December 5, 1926, during the absence of the Registrar, IYAMPILLAI VINASITTAMPI, on leave. His office will be at the Udaiyarvalavu in Konnaddi.

The Assistant Provincial Registrar, Mullaittivu, has appointed Dr. JEREMIAH SABARATNAM AMARASINGHAM to act as Medical Registrar of Births and Deaths of Vavuniya town division, in the Mullaittivu District, of the Northern Province, for four days from November 22, 1926, during the absence of the Medical Registrar, Dr. SAMUEL KASIPILLAI SINNAH, on leave. His office will be at the Civil Hospital, Vavuniya.

The Provincial Registrar, Eastern Province, has appointed VAIRAVI KATHIRKAMATAMBY to act as Registrar of Births and Deaths of Koralai pattu north division, and of Marriages (General) of Koralai pattu division, in the Batticaloa District of the Eastern Province, for fifteen days from December 1, 1926. His office will be at Kathiraveli.

The Assistant Provincial Registrar, Anuradhapura, has appointed JAYAWARDENA MUDIYANSELAGE UKKUBANDA to act as Registrar of Births and Deaths of Nuwaragam korale north division, and of Marriages (General) of Nuwaragam palata division, in the Anuradhapura District of the North-Central Province, for ten days from November 28, 1926, during the absence of the Registrar, C. M. KIRIBANDA, on leave. His office will be at Diganagama.

The Provincial Registrar, Ratnapura, has appointed WICKRAMAPATIRAGE RATRANHAMY to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Kukulu korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three days from November 25, 1926, during the absence of the Registrar, CHARLES PETER DELGODA, on leave. His office will be at Pinnagodawatta in Kukulegama.

The Assistant Provincial Registrar, Kegalla, has appointed HERAT MUDIYANSELAGE BANDARA APPOO to act as Registrar of Births and Deaths of Kitulgala palata division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for four days from November 26, 1926, during the absence of the Registrar, WIJESINHA MALAPATIRANNAHELAGE UWANERIS WIJESINHA, on leave. His office will be at Udahawatta in Polatagama.

Registrar-General's Office,  
Colombo, November 30, 1926.

H. E. BEVEN,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

“THE VEHICLES ORDINANCE, No. 4 OF 1916.”

W 49/26

IT is hereby notified for general information, under by-law 19 (1), that the roads mentioned in the schedule hereun to annexed are suitable for use by “lorries” (as defined in by-law 1 (2) of the by-laws published in the *Government Gazette* of March 3, 1922), subject to their compliance with the regulations governing the use of motor cars, motor lorries, and motor cycles, and under the modified conditions specified in the schedule referred to.

By His Excellency's command,

E. B. ALEXANDER,  
Acting Colonial Secretary.

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

### SCHEDULE.

Roads on which there is no objection to motor lorries being run under the modified conditions as to total weights stated. (Stated weights mean when vehicles are fully loaded and equipped):—

Province of Sabaragamuwa.		Weight allowed. Tons.
Kegalla District.		
Minor Roads.		
1.	Nelundeniya-Dedigama, 1st section 3½ miles	2
2.	Levant road, exclusive of wooden bridge near factory	2
Estate Roads under Ordinance No. 12 of 1902.		
3.	Beville-Digowa	2

## Notification under Land Sale Regulations.

L 273/26

**N**OTICE is hereby given, in terms of sections 59 and 60 of the Land Sale Regulations, that an application has been received from Ona Mohamadu Lebbe and seven others of Narawila for the sale to them, without competition, of the land described in the schedule hereto annexed.

This land is required by the Muslim community of Narawila for a mosque and burial ground for their exclusive use. It is proposed to sell this land to them, without competition, at Rs. 120 per acre, subject to the condition that the land shall only be used for the purpose aforementioned, unless valid reasons to the contrary are adduced in writing to the undersigned within six weeks from the date hereof.

Colonial Secretary's Office,  
Colombo, December 3, 1926.

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

## SCHEDULE REFERRED TO.

The following lots situated in the village of Narawila, in the Meda palata of the Pitigal korale south of the Chilaw District, in the North-Western Province :—

Preliminary plan No. 5,806.

Lot No.	Name of Land.	Extent.		
		A.	R.	P.
1	Kakuhenakele	1	0	37
3	Do.	0	3	14
		2	0	11

and bounded as follows : on the north by Villakumbura claimed by V. M. Punchisingho Appuhamy and others ; on the east by Bogahawatta claimed by V. M. Punchisingho Appuhamy and others, T. P. 212,029, and lot 4 in P. P. 5,806 ; on the south by lot 2 in P. P. 5,806 ; and on the west by the Gansabhawa road from Kongaswadiya to Dunkannawa, and T. P. 329,756.

## Notification under Land Sale Regulation 60.

L 305/26

**N**OTICE is hereby given, in terms of sections 59 and 60 of Land Sale and Lease Regulations, that an application has been received from Rev. F. W. Daundasekera, Vicar, Christ Church, Galkissa, for the lease of a block of land opposite the railway porters' quarters at Mount Lavinia, in extent 20 perches, reserving for the use of the railway porters of the adjoining porters' lines, the well which is on the land together with a right of way over the land thereto.

This land is required for the erection of a school building.

It is proposed to lease this land to Rev. F. W. Daundasekera, Vicar, Christ Church, Galkissa, without competition, for a term of 20 years at the rate of Rs. 50 per annum, unless valid reasons to the contrary are received by the undersigned within six weeks from the date hereof.

Colonial Secretary's Office,  
Colombo, December 3, 1926.

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

## "THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 56/26

**B**Y-LAWS made by the Sanitary Board, Kalutara District, under the provisions of section 9 E (2) (t) of Ordinance No. 18 of 1892, and approved by His Excellency the Governor in Executive Council, are published for general information.

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

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

## BY-LAWS re CESSPITS.

1. No occupier or owner shall build or cause to be built on his land or premises any privy, cesspit, or latrine without having first obtained the permission of the Chairman in writing.

2. (a) Upon any application for such permission under by-law 1, it shall be competent to the Chairman or the Board to require that any particular type of privy, cesspit, or latrine approved by the Board and no other shall be constructed.

(b) The Chairman or the Board may further prescribe the position in which such privy, cesspit, or latrine shall be constructed, and refuse permission to construct any privy, cesspit, or latrine in any other position.

(c) It shall further be competent to the Chairman or the Board to refuse permission to construct any privy, cesspit, or latrine at all upon any premises should the Chairman or the Board be of opinion that such construction should not be permitted on sanitary grounds.

3. (a) It shall be competent to the Board to order in writing the owner or occupier of any premises in which a privy, cesspit, or latrine has been constructed without permission or in any way contrary to the terms of any permission issued by the Chairman or the Board, to demolish and fill up the said privy, cesspit, or latrine within such reasonable time as may be prescribed by the Chairman or the Board.

(b) Any person failing to comply with an order made under sub-section (a) shall be guilty of an offence.

4. (a) The Board may order in writing the owner or occupier of any premises to construct within the time prescribed by such order a privy or latrine of such a type and size and in such a position and with such connecting drains as the Board may prescribe.

(b) Any person failing to comply with an order made under sub-section (a) shall be guilty of an offence.

5. (a) The Board may order in writing the owner or occupier of the premises upon which any privy, cesspit, or latrine exists either to repair, alter, or re-construct the same in such manner and within such time as the Board may prescribe, or to demolish and fill up the same within such prescribed time, if in the opinion of the Board such privy, cesspit, or latrine is structurally defective or is unsuitable for the purpose to which it is put, or is liable to give rise to a nuisance, or if it does not abut upon and cannot be conveniently conserved from a sanitary lane established by the Board under by-law 10, or otherwise the Board may require the owner or occupier of the premises upon which the privy, cesspit, or latrine exists either to repair, alter, or re-construct the same in such manner and within such reasonable time as the Board may prescribe or within such prescribed time to demolish and fill up the same.

(b) Any person failing to comply with an order made under sub-section (a) shall be guilty of an offence.

6. *Definition.*—For the purposes of the following by-laws :—

“Cesspit” shall mean and include all forms of closets or latrines other than those on the dry-earth system.

“Specified area” shall mean and include such area or areas within the limits of the Board as the Board may from time to time specify; such area may comprise the whole of such limits or a portion or portions thereof.

7. The Board may by resolution prohibit within any specified area or portion of a specified area the use of any particular kind of cesspit of whatever kind, and direct that all latrines and closets be constructed on the dry-earth system.

8. Whenever such a resolution shall have been passed, and notice in writing shall have been given to the owner or occupier of any house or building or land in or on which such cesspit or cesspits are situated to close such cesspit or cesspits and substitute a dry-earth closet or closets therefor, it shall be incumbent on such person or persons to comply with such notice within such time as the Board may determine from the service of such notice. Any owner or occupier failing within a reasonable time to comply with such notice shall be guilty of an offence. Provided that for the erection of any closet under this by-law the permission of the Chairman under by-law I shall be necessary so that the Chairman may give necessary instructions as to type, situation, &c.

9. It shall be the duty of the owner or occupier of any premises upon which any privy or latrine stands to keep the said privy or latrine in good repair and in a clean and sanitary state and to see that no nuisance is caused thereby. Any owner or occupier failing so to do shall be guilty of an offence.

10. In order to secure the efficient removal of night soil it shall be lawful for the Board by resolution to require the owner or occupier of any houses, buildings, or lands in any specified area to provide and maintain at their own expenses a conservancy lane not exceeding 8 feet wide at the back of or running through their premises in such position as may be determined by the Chairman.

11. Within any specified area all conservancy shall be carried out by the Board, and it shall not be lawful for any person either to carry out such work himself or by means of an agent or servant or to employ any person to do such work for him without the written permission of the Chairman, which permission the Chairman is empowered at his discretion to refuse, if he is of opinion that all such services within the area can be adequately carried out by the Board.

12. All owners or occupiers of premises furnished with closets or latrines within any specified area shall pay monthly to the Board such conservancy fees as shall be fixed by the Board for the removal of their night soil. All such fees should be paid before the 10th day of the month following that during which the service was rendered.

13. Any person requiring the services of day coolies may apply to the Board therefor in writing, and such coolies will be supplied upon such terms as the Board shall decide.

14. Any person outside a specified area who desires that the conservancy of his closet or latrine be undertaken by the Board or that he be given the services of a day cooly shall notify the Chairman in writing to that effect, and the Board may thereupon undertake such conservancy upon such terms as the Board shall direct.

15. Whenever the Board shall consider the construction of a new catchpit or the alteration, repair, or re-construction or filling up of an existing catchpit to be necessary, it may require any owner or occupier of any land or premises by notice in writing signed by the Chairman either to construct a new catchpit or to alter, repair, or re-construct or fill up any existing catchpit, and may further give directions as to the position, level, and size of such catchpit, the materials to be used, the manner in which the work is to be carried out, and any other details in connection with such works. Any such owner or occupier who shall after receipt of such notice fail within such time as the Board shall determine to carry out such requirements of the Board shall be guilty of an offence.

16. It shall be lawful for the Chairman to notify the owner or occupier of any land or premises upon which there is any catchpit into which filthy water flows and collects that the Board will henceforth undertake the daily removal of such water, and thereafter such owner or occupier shall be bound to pay such reasonable fees for the removal of such dirty water as the Board shall determine.

17. The owner or occupier of any land or premises upon which there is any catchpit into which dirty water flows and collects, and who shall not have been notified by the Chairman under by-law 16 shall be responsible for the daily removal of such water to such place as the Chairman shall approve so that no nuisance is caused thereby. Any such owner or occupier failing to carry out such removal as above required shall be guilty of an offence.

“THE SMALL TOWNS SANITARY ORDINANCE, 1892.”

U 109/26

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

By His Excellency's command,

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

E. B. ALEXANDER,  
Acting Colonial Secretary.

REGULATION REFERRED TO.

Regulation 17 of Chapter V., Part H. Dairies, 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 :—

17. Every dairy situated within the limits of a Sanitary Board town, as well as those situated outside such limits, provided these latter supply milk to residents within the Board limits, shall be registered by the Chairman who shall issue to each applicant a card of registration bearing his name and number. These cards are to be shown to authorized officers of the Board or to Sanitary Inspectors when required by them.

## "THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 109/26

**R**EGULATION made by the Sanitary Board of the District of Matara, in the Southern Province, under section 9 E (2) (d) 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, November 25, 1926.

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

## REGULATION REFERRED TO.

Regulation 17 of Chapter III., Part H. Dairies, 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:—

17. Every dairy situated within the limits of a Sanitary Board town, as well as those situated outside such limits, provided these latter supply milk to residents within Board limits, shall be registered by the Chairman who shall issue to each applicant a card of registration bearing his name and number. These cards are to be shown to authorized officers of the Board or to Sanitary Inspectors when required by them.

## "THE SMALL TOWNS SANITARY ORDINANCE, NO. 18 OF 1892."

U 296/26

**I**T is hereby notified that the Sanitary Board of the District of Matale has, in terms of section 7 of "The Small Towns Sanitary Ordinance, No. 18 of 1892," and with the sanction of His Excellency the Governor and Executive Council made and assessed a rate of six per cent. per annum from January 1, 1927, on the annual value of all houses and buildings of every description, and all lands and tenements whatsoever within the towns of Rattota, Madawala, and Aluwihara, in the District of Matale, Central Province, save such as are by the same section of the said Ordinance exempted from the payment of such rate.

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

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

## "THE CEYLON POST OFFICE ORDINANCE, 1908."

P 72/26

**R**ULE made by His Excellency the Governor in Executive Council under section 30 of "The Ceylon Post Office Ordinance, 1908."

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

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

## RULE REFERRED TO.

Rule 73 made under "The Ceylon Post Office Ordinance, 1908," published by Notification dated February 26, 1909, in the Supplement to *Government Gazette* No. 6,297 of the same date is hereby repealed, and the following rule substituted therefor:—

73. (1) Registration of a postal article containing postage or other stamps or labels or an uncrossed postal order in which the name of the payee has not been inserted, a cheque or dividend warrant not crossed or not made payable to order, a bank note, a bank post bill, a bill of exchange, or the like shall not be compulsory. If, however, a postal article containing any such thing as aforesaid is sent without being registered, neither the sender nor the addressee will be entitled to any compensation for loss or damage of the postal article or its contents.

(2) If a postal article containing any thing mentioned in paragraph (1) of this rule is found in the post being insufficiently or insecurely covered or packed, or in such a condition that the contents are visible to the officers of the Post Office or having the contents superscribed upon the cover, it shall be lawful for the Post Office to treat the postal article as being liable to registration, and to require payment of a special fee of 30 cents before delivery to the addressee.

(3) This rule shall not apply to a postal article by reason only that it contains a stamped envelope, post card, or wrapper forwarded by the sender of the article in order that such envelope, card, or wrapper may be returned through the post to the sender or sent to some other person designated by him.

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

U 303/26

**B**Y-LAWS made by the Kalutara Urban District Council under sections 164 and 168 (10) of "The Local Government Ordinance, No. 11 of 1920," approved by the Local Government Board, confirmed by the Governor in Executive Council, and published as required by section 166 (1).

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

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

## BY-LAWS REFERRED TO.

1. A person who defecates in any place that is not a latrine or other building or enclosure specially reserved for the purpose is guilty of an offence, and shall on conviction be liable to a fine not exceeding Rs. 50.

2. A person who continues after conviction under rule 1 to use a prohibited place for the purpose of defecation shall be liable to a further fine of Rs. 25 for every day during which he so continues to use such place.



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

W 316/26

BY-LAW made by His Excellency the Governor, with the advice of the Executive Council, under section 18 of "The Vehicles Ordinance, No. 4 of 1916," for the District of Colombo, in the Western Province.

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

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

## BY-LAW REFERRED TO.

Colombo District.

No person shall use a motor lorry or motor omnibus on any portion of the Hamilton Canal Tow path, extending from the Kelani-ganga, near Hendella Lepor Asylum to Pamunugama, approximately 8½ miles long, neither shall any person use a motor car or any other vehicle on this path which exceeds 15 cwt. when fully loaded and equipped.

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

X 51/26

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. W. Raymonds Jacks, J.P., U.P.M., of Akrambode Group, Mahawela, Matale, to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance, *vice* Mr. J. M. S. Barlow, who is leaving the Island.

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

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

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

A 131/26

IT is hereby notified for general information that the registration of the following Co-operative Societies having been cancelled under section 33 of Ordinance No. 34 of 1921, the privileges conferred on them by section 26 of the said Ordinance have lapsed.

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

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

Name of Society.	Registered No.	Date of Registration.	Date of Cancellation.	Reasons for Cancellation.
Anuradhapura Co-operative Society	52	Feb. 26, 1915	Aug. 18, 1926	This Society has failed to carry out its work satisfactorily
Akuretiya Co-operative Society	80	Aug. 23, 1917	Aug. 27, 1926	do.
Galle Christians' Co-operative Society	242	Jan. 28, 1924	do.	do.
Kottagoda Godauda Co-operative Society	333	Feb. 24, 1926	do.	This Society failed to start work for a considerable time after registration.

## "THE REVENUE COLLECTION ORDINANCE, 1925."

K 19/26

REGULATIONS made by His Excellency the Governor in Executive Council under section 3 (1) of "The Revenue Collection Ordinance, 1925."

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

By His Excellency's command,  
E. B. ALEXANDER,  
Acting Colonial Secretary.

## REGULATIONS REFERRED TO.

The Revenue District of Chilaw.

1. The revenue from gun licences issued under "The Firearms Ordinance, No. 33 of 1916," in the District of Chilaw, will cease to be recovered in stamps from December 1, 1926, and will be collected in cash or by cheque, money order, or postal order.
2. The applicant for the renewal of an old licence will take or send it to the Assistant Government Agent, together with the fee due, which may be remitted either by cash, cheque, money order, or postal order. In return he will receive a fresh licence in the prescribed form.
3. An applicant for a new licence will send in his application accompanied by the necessary documents and the licence fee.

## NOTICES CALLING FOR TENDERS.

**S**CHEDULE of rates are hereby invited for the construction of work comprised in Stage 3 of the New Legislative Council Chamber, Galle Face, Colombo.

Work to be undertaken on periodical agreements, not extending over a period of one month, to be entered into by the District Engineer concerned and the contractor on the basis of his accepted tendered schedule of rates, and, finally, subject to the approval of the Construction Engineer, Public Works Department.

2. The general conditions, specification, quantities, plans, articles of agreement, form of agreement, &c., can be seen at, and all other information obtained from, the Office of the Construction Engineer, Public Works Department, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

3. Those desirous of tendering will be required to deposit a sum of Rs. 250 in the Colombo Kacheheri. Provided the receipt for this sum is produced, the bill of quantities, &c., will be handed to the contractor to enable him to submit his tender.

Should any person fail to return the bill of quantities, &c., or to submit a tender within the prescribed period, or decline to enter into the first periodical contracts within ten days of receiving notice in writing that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of the first contract.

4. Sealed tenders, addressed to the Construction Engineer, Public Works Department, Colombo, and marked on the left hand top corner "Schedule of Rates for Stage 3, New Legislative Council Chamber," must reach his office not later than 12 noon by Friday, December 17, 1926. They should either be sent by registered post, or deposited in the tender box in his office. A duplicate copy of the schedule to be sent to the Director of Public Works, under sealed cover, at the same time and date.

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.

5. Government reserves to itself the right to supply the contractor with all or any, imported articles which it may be necessary to use in the execution of the works included in any agreement.

For this purpose the schedule is to include alternative rates in respect of items necessitating the use of imported articles.

6. The contracts shall not be assigned or sublet without the written authority of the Director of Public Works.

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

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

8. Government does not bind itself to accept the lowest or any of the schedules of rates submitted; nor to give all the work included in the whole scheme or in any one item, to any one contractor; nor to continue to enter into periodical agreements should it be decided not to do so at any time during the construction of the work.

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

W. J. PRICE,  
for Director of Public Works.

Public Works Office,  
Colombo, December 1, 1926.

**S**CHEDULES of rates are hereby invited for filling up the swamp in front of the Public Works Department Office at Avissawella.

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

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, Avissawella, 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 must be submitted, in duplicate, on forms to be obtained from the Office of the District Engineer, Avissawella. Both copies of schedules shall be duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Avissawella, endorsed on the outside "Schedule of Rates for Filling up the Swamp in front of the Public Works Department Office at Avissawella" so as to reach the offices of the foregoing officers on or before 12 noon on Monday, December 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. Any 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, Avissawella, on or before the 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, Sabaragamuwa, Ratnapura, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

W. J. PRICE,  
for Director of Public Works.

Public Works Office,  
Colombo, November 30, 1926.

**S**CHEDULES or rates are hereby invited for a Maternity Ward, Maturata Hospital.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Kandy, 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 North, Kandy.

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Kandy, in duplicate, duly signed, and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province North, Kandy, and the duplicate addressed to the District Engineer, Kandy, endorsed on the outside "Schedule of Rates, Maternity Ward, Maturata Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on December 20, 1926. All imported articles, such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

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

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

Public Works Office,  
Colombo, November 30, 1926.

**S**CHEDULES of rates are hereby invited for building a Cattle Shed at Hakgala Gardens.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Nuwara Eliya, in duplicate, duly signed, and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province South, Nuwara Eliya, and the duplicate addressed to the District Engineer, Nuwara Eliya, endorsed on the outside "Schedule of Rates, New Cattle Shed, Hakgala Gardens," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, December 20, 1926. All imported articles such as cement, corrugated iron sheets, iron clips, ridging paint, liquid fuel, powder, fuse, and steel will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

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

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

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, Central Province South, Nuwara Eliya, 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.

W. J. PRICE,  
for Director of Public Works.

Public Works Office,  
Colombo, November 30, 1926.

**S**EALD tenders (marked on the cover "Tender for Printing Indexes") will be received by the Government Printer, Colombo, up to noon on Monday, December 13, 1926, for composing, correcting, supplying the paper, and printing certain consolidated Indexes for the Registration Department, Ceylon.

2. The pages are to be royal 8vo. in size, set in 10-point type, thick leaded, to be in four columns, with headings on the even pages, similar to the sample to be seen at the Office of the Registrar-General, Fort.

3. Six copies of each sheet to be well printed on paper similar in colour, quality, and weight to the sample shown by the Registrar-General. The printed sheets to be warehoused until each volume of the work (about 600 pages per volume) has been completed; the whole volume is then to be delivered unfolded to the Government Printer for binding.

4. "Copy" for the work will be supplied by the Registrar-General in books of about 200 slips, each slip containing one entry across the printed page.

5. About 20,000 pages are required to be printed between January 3, 1927, and September 30, 1927. Thereafter the amount of copy will be 15,000 to 20,000 pages per year.

6. It is proposed to distribute the work between two or more tenderers, and the tenderer is required to state the number of pages he undertakes to print, the number of pages he will supply each month, and the inclusive rates per page as specified in paragraph 8 below. The successful tenderers will be required to enter into an agreement with the Registrar-General for a period of three years, with the option of renewal for such period as may be necessary to complete the stipulated quantity per month, fines being inflicted in the event of failure on the part of the tenderers to at any time properly carry out this condition of the contract.

7. Paged proofs to be sent to the Registrar-General for correction; payment for the work will be made by that official for each volume as completed.

8. The charge for the inclusive rate per page shall include setting the type, correcting all proofs, including author's proofs, supplying paper, printing, and delivering the unfolded sheets to the Government Printer.

9. The Government reserves to itself the right of rejecting or accepting any tender or tenders and of distributing the work among two or more tenderers.

H. ROSS COTLE,  
Government Printer.

### SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned confiscated articles will be sold by public auction at the Municipal Court of Colombo on Saturday, December 18, 1926, at 1 P.M.:—

2 tables	37 saucers
5 plates	2 tea pots
36 tea cups	14 glasses.

MERVYN JOSEPH,  
Municipal Court,  
Colombo, November 29, 1926.

NOTICE is hereby given that the under-mentioned articles (unserviceable) will be sold by auction at the Badulla Police Station on Saturday, January 8, 1927, at 3 P.M.:—

1 hammer	1 pair shears
1 armchair	1 pruning knife
2 knife bill hooks	

R. J. TYLER,  
Superintendent of Police,  
Badulla, November 27, 1926.

### VITAL STATISTICS.

#### Registrar-General's Health Report of the City of Colombo for the Week ended November 27, 1926.

**Births.**—The total births registered in the city of Colombo in the week were 159 (3 Europeans, 11 Burghers, 86 Sinhalese, 25 Tamils, 28 Moors, 3 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on July 1, 1926, viz., 258,905) was 32.0, as against 30.1 in the preceding week, 29.9 in the corresponding week of last year, and 29.9 the weekly average for last year.

**Deaths.**—The total deaths registered were 140 (2 Europeans, 6 Burghers, 89 Sinhalese, 17 Tamils, 16 Moors, 7 Malays, and 3 Others). The death-rate per 1,000 per annum was 28.2, as against 28.6 in the previous week, 31.2 in the corresponding week of last year, and 30.3 the weekly average for last year.

**Infantile Deaths.**—Of the 140 total deaths, 24 were of infants under one year of age, as against 39 in the preceding week, 41 in the corresponding week of the previous year, and 33 the average for last year.

**Stillbirths.**—The number of stillbirths registered during the week was 13.

**Principal Causes of Death.**—1. (a) Fourteen deaths from *Pneumonia* were registered, 8 in Maradana hospitals (including 3 deaths of non-residents), 2 in Maradana North, and 1 each in Kotahena North, Slave Island, Kollupitiya, and Wellawatta North. The same number was registered in the previous week, against 18 the weekly average for last year.

(b) Nine deaths from *Influenza* were registered, 2 each in New Bazaar and Slave Island and 1 each in Pettah, Kotahena North, Kotahena South, Maradana North, and Maradana South. The same number was registered in the previous week, against 5 the weekly average for last year.

(c) Seven deaths from *Bronchitis* were registered, 6 in Maradana hospitals (including 3 deaths of non-residents) and 1 in Kotahena South. The same number was registered in the previous week, against 5 the weekly average for last year.

2. Ten deaths from *Phthisis* were registered, 3 in Maradana hospitals (including 2 deaths of non-residents) and 1 each in St. Paul's, San Sebastian, Kotahena North, Kotahena South, Slave Island, Kollupitiya, and Wellawatta North, as against 9 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 Slave Island, as against 3 in the previous week and 6 the weekly average for last year.

4. Twelve deaths were registered from *Enteritis*, 10 from *Debility*, 7 from *Infantile Convulsions*, 4 from *Diarrhoea*, 3 from *Dysentery*, 2 from *Tetanus*, 1 each from *Worms* and *Puerperal Septicæmia*, and 58 from *Other Causes*.

5. One death each from *Bubonic Plague* and *Enteric Fever* of Colombo town-residents occurred at the Infectious Diseases Hospital, Angoda.

6. Seven cases of *Chickenpox*, 2 each of *Measles* and *Enteric Fever*, and 1 of *Plague* were reported during the week, as against 12, 6, 8, and nil, respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 79.1°, against 80.3° in the preceding week and 79.1° in the corresponding week of the previous year. The mean atmospheric pressure was 29.855 in., against 29.874 in. in the preceding week and 29.865 in. in the corresponding week of the previous year. The total rainfall in the week was 4.05 in., against 1.54 in. in the preceding week and 3.91 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, November 30, 1926.

P. D. RATNATUNGA,  
for Registrar-General.

*Publication***UNOFFICIAL ANNOUNCEMENTS.****MEMORANDUM OF ASSOCIATION OF THE HEENPANNAWA COCONUT COMPANY, LIMITED.**

1. THE name of the Company is "THE HEENPANNAWA COCONUT COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—
  - (a) To purchase Heenpanawa estate, situate in the Kurunegala District, Ceylon.
  - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in coconuts, tea, rubber, and other Ceylon products.
  - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable of any kind, and any contracts, rights, easements, patents, licences, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
  - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
  - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof as coconut estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce coconuts, tea, rubber, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
  - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
  - (g) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
  - (h) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
  - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of coconuts, copra, coconut oil, fibre, tea, rubber, or any other produce in such or any other factory.
  - (j) To prepare, cure, manufacture, treat, and prepare for market coconuts, tea, rubber, cacao, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such coconuts, tea, rubber, cacao, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
  - (k) To buy, sell, warehouse, transport, trade, and deal in coconuts, tea, rubber, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
  - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products or any such business on behalf of the Company or as agents for others and on commission or otherwise.
  - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
  - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
  - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
  - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
  - (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for the same in any manner that may be agreed upon, either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures; and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z1) To pay for any lands and real or personal, immovable or movable estate, or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z4) To do all such other things as shall be incidental or conducive to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Seven hundred thousand Rupees (Rs. 700,000), divided into Seventy thousand (70,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company, may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
R. J. HARTLEY, Colombo .. .. .	One
LIONEL BRAY, Colombo .. .. .	One
F. F. ROE, Colombo .. .. .	One
A. W. HARRISON, Colombo .. .. .	One
A. R. NELSON, Colombo .. .. .	One
JOS. F. MARTYN, Colombo .. .. .	One
E. C. FORD, Colombo .. .. .	One
Total shares taken ..	Seven

Witness to all the above signatures, this Twenty-third day of October, 1926:

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

## ARTICLES OF ASSOCIATION OF THE HEENPANNAWA COCONUT COMPANY, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

## BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings in accordance with these presents.

## CAPITAL.

4. The nominal capital of the Company is Seven hundred thousand Rupees (Rs. 700,000), divided into 70,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

## SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Two Rupees and Fifty Cents or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder, and retain the instrument of transfer.

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

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



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

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PREFERENCE SHARES.

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

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

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

## BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not without the sanction of a General Meeting, exceed Rupees One hundred thousand (Rs. 100,000).

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

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

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

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

## GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

65. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors in place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

76. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

*The Heenpannawa Coconut Company, Limited.*

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

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

83. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney), except at the meeting or poll at which such votes shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objection shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

#### DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. L. M. W. Wilkins of Kalutara, G. J. Pickthall of Kurunegala, and J. G. Moore of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company when they shall retire, but they shall be eligible for re-election.

88. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager or Managing Director, and (or) Agent, Visiting Agent or Superintendent for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Manager, Managing Director and (or) Agent, Visiting Agent, or Superintendent.

The Directors may confer on the Managing Director or Managing Directors all or any duties and powers that might be conferred on any Manager of the Company.

If any Director shall be called upon to perform any extra services the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

#### ROTATION OF DIRECTORS.

89. At the First Ordinary General Meeting of the Company all the Directors shall retire from office and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 90.

90. The Director to retire from office at the Second Ordinary General Meeting shall unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

91. In case any question shall arise as to which of the Directors who have been the same time in office shall retire, the same shall be decided by the Directors by ballot.

92. Retiring Directors shall be eligible for re-election.

93. The Ordinary General Meeting at which Directors retire or ought to retire by rotation shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent Ordinary General Meeting.

94. Any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise, may be filled up by the Directors, but any person appointed to fill such vacancy shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

95. A General Meeting may from time to time increase or reduce the number of Directors, and may also, determine in what rotation such increased or reduced number is to go out of office.

96. If at any meeting at which an election of a Director ought to take place the place of a retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

97. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary or by leaving the same at the registered office of the Company, or by tendering his written resignation at a meeting of the Directors, and on the acceptance of his resignation by the Directors, but not before his office shall become vacant.

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

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

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

#### DISQUALIFICATION OF DIRECTORS.

101. The office of the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, Agent or Secretary of the Company, or trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being Agent or Secretary, or Solicitor, or Broker or being a member of a firm who are Agents or Secretaries, Solicitors, or Brokers of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

#### POWERS OF DIRECTORS.

102. The Directors shall have power to carry into effect the acquisition of the said Heenpannawa estate and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

103. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 121 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

104. The Directors shall have power to make, and may make such rules or regulations for the management of the business and property of the Company, as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artisans, labourers, and other servants, for such period or periods, and with such remuneration and at such salaries, and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons as they may think proper and advisable, and without assigning any cause for so doing.

105. The Directors shall exercise in the name and on behalf of the Company all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinances and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

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

108. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors, or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm or registered company being the Secretaries, being signified by a partner, or duly authorized manager, director, secretary, attorney, or agent of the said firm or company signing for and on behalf of the said firm or company as such Secretaries.

109. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or 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.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.

- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

#### PROCEEDINGS OF DIRECTORS.

111. The Directors may meet for the despatch of business adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

112. A Director may at any time summon a meeting of Directors.

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

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

115. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

116. The meetings and proceedings of such committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such committee, respectively, or any regulation imposed by the Board.

117. The acts of the Board or of any committees appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment or qualification of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if such person had been duly appointed or qualified, provided the same be done before the discovery of the vacancy or defect.

118. A resolution in writing signed by all the Directors for the time being in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

119. The Directors shall cause minutes to be made in a book or books to be provided for the purpose:—

- (1) Of all appointments (a) of officers and (b) committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.
- (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.
- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of all General Meetings of the Company.
- (6) Of all resolutions and proceedings of all meetings of the Directors.
- (7) Of all resolutions and proceedings of all meetings of committees appointed by the Board.

120. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

#### AGENTS AND SECRETARIES.

121. The firm of Gordon Fraser & Company, Limited, shall be the first Agents and Secretaries of the Company.

#### ACCOUNTS.

122. The Agent or Secretary or the Agents or Secretaries for the time being, or if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

123. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or of any of them shall be open to the inspection of the Shareholders, and no Shareholder shall have any right of inspecting any account or book or document of the Company except as conferred by Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

124. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the same period.

125. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting.

126. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies' Ordinance, 1861," or as near thereto as circumstances admit.

127. Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which the Directors recommend should be paid out of the profits by way of dividend or bonus to the Shareholders.

128. A printed copy of such balance sheet, shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

129. The accounts of the Company shall from time to time be examined and the correctness of the balance sheet ascertained, by one or more Auditor or Auditors.

#### AUDIT.

130. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during the continuance in office, be eligible as an Auditor.

131. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. He or they shall hold office till the First General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the First Ordinary General Meeting after his or their appointment or until otherwise ordered by a General Meeting.

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

133. Retiring Auditors shall be eligible for re-election.

134. If any vacancy that may occur in the office of Auditor, is not supplied at the Ordinary General Meeting, or if any casual vacancy shall occur in the office of Auditor, the Directors shall fill up the vacancy by the appointment of a person or persons who shall hold office until the next Ordinary General Meeting after his or their appointment.

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

136. The Auditor or Auditors for the time being shall have a list delivered to him or them of all books kept by the Company, and he or they shall at all reasonable hours in the daytime have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

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

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

138. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

139. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same on fixed deposit in any bank or banks, and may from time to time deal with and vary such investments and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing, maintaining, or extending the buildings and premises of the Company or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

140. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonuses which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets and in particular of paid up shares, debentures, or debenture stock of the Company, or of any other company or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction and when any difficulty arises in regard to the distribution, they may settle the same as they think expedient and in particular may issue fractional certificates and may fix the value for distribution of such specific assets, or any part thereof and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend or bonus as may seem expedient to the Directors.

141. No unpaid dividend or bonus shall ever bear interest against the Company.

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

143. The Directors may deduct from the dividend or bonus payable to any Shareholder, all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact that such sums or any of them are not payable until after the date, when such dividend or bonus is payable.

144. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the Reserve Fund.

145. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

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

#### NOTICES.

147. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or persons appointed by the Board to authenticate the same.

148. Every Shareholder shall give an address in Ceylon, which should be deemed to be his place of abode, and shall be registered as such in the books of the Company.

149. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors, or administrators shall have given to the Directors, or to the Agent or Secretary, or Agents or Secretaries of the Company, their own or some other address in Ceylon to which notice may be sent.

150. All notices directed to be given to Shareholders shall, with respect to any share to which persons are jointly entitled, other than a firm, be given to whichever of such persons is named first in the Register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148, shall not be entitled to be given any notices.

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

#### EVIDENCE.

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

#### PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

155. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators may with the sanction of a special resolution of the Company divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient, any such division may be otherwise than in accordance with the legal rights of the members of the Company and in particular any class may be given preferential or special rights or may be excluded altogether or in part and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid, or part paid or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an arbitration as in the sub-section (6) of the said section, provided the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the dates hereafter written :

R. J. HARTLEY, Colombo.  
LIONEL BRAY, Colombo.  
F. F. ROE, Colombo.  
A. W. HARRISON, Colombo.  
A. R. NELSON, Colombo.  
JOS. F. MARTYN, Colombo.  
E. C. FORD, Colombo.

Witness to the above signatures, this Twenty-third day of October, 1926 :

[Third Publication.]

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



## MEMORANDUM OF ASSOCIATION OF THE HENAVASAL COCONUT ESTATES, LIMITED

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1. The name of the Company is "THE HENAVASAL COCONUT 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— *for these publications.*
- (a) To purchase, lease, take in exchange, hire, or otherwise acquire any land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties and rights, machinery, implements, tools, live and dead stock, stores, effects and other property, real or personal, movable or immovable of any kind, and any contracts, rights, easements, patents, licences, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works or methods of communication.
- (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in coconuts, tea, rubber, and other Ceylon produce.
- (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (d) To clear, open, plant, cultivate, improve, and develop any land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof as a coconut, tea, or rubber estate or estates, or with any other products, trees, plants, or crops, that may be approved by the Company, and to plant, grow, and produce, coconuts, tea, rubber, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
- (e) To build, make, construct, equip, maintain, improve, alter, and work coconut mills, tea and rubber factories, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects or to contribute to or subsidize such.
- (f) To enter into any arrangement or agreement with Government or any authorities, and obtain rights, concessions, and privileges.
- (g) To hire, lease, or purchase land, either with any other person or company or otherwise, and to erect a factory and other buildings thereon, or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
- (h) To enter into any agreement with any company or person for the working of any factory, erected or leased as provided in (g), or for the manufacture and preparation for market of coconuts, tea, rubber, or any other produce in such or any other factory.
- (i) To prepare, cure, manufacture, treat, and prepare for market, coconuts, tea, rubber, cacao, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such coconuts, tea, rubber, cacao, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (j) To buy, sell, warehouse, transport, trade, and deal in coconuts, tea, rubber, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates, and other products, wares, merchandise, articles, and things of any kind whatever.
- (k) To work mines or quarries, and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (l) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (m) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of coconuts, tea, rubber, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world, agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (n) To cultivate, manage, and superintend estates, and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (o) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (p) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
- (q) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.

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

4. The liability of the Shareholders is limited.

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

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
B. W. C. LEEFE, Colombo .. .. .	One
R. D. KENYON, Colombo .. .. .	One
G. E. DIMOLINE, Colombo .. .. .	One
J. PHILIP, Colombo .. .. .	One
J. J. DICKSON, Colombo .. .. .	One
IAN W. AITKEN, Colombo .. .. .	One
H. HOPWOOD, Colombo .. .. .	One
Total Shares taken ..	Seven

Witness to all the above signatures this Fifteenth day of November, 1926 :

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

## ARTICLES OF ASSOCIATION OF THE HENAVASAL COCONUT ESTATES, LIMITED.

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

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

## INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

## BUSINESS.

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

3. The business of the Company shall be carried on by or under the management or direction of the Directors, and subject only to the control of General Meetings, in accordance with these presents.

## CAPITAL.

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

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

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

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

## SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Three Rupees or such other sum as the Directors shall from time to time determine, must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 29, shall register the transferee as a Shareholder, and retain the instrument of transfer.

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

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

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

#### TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased Shareholder shall be the only persons recognized by the Company as having any title to the shares of such Shareholder.

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

36. If any person who shall become entitled to be registered in respect of any share under clause 35 shall not, from any cause whatever, within 12 calendar months after the event on the happening of which his title shall accrue, be registered in respect of such share, or if in the case of the death of any Shareholder, no person shall, within 12 calendar months after such death, be registered as a Shareholder in respect of the shares of such deceased Shareholder, the Company may sell such shares, either by public auction or private contract, and give a receipt for the purchase money, and the purchaser shall be entitled to be registered in respect of such shares, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same, and the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### PREFERENCE SHARES.

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

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

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

#### BORROWING POWERS.

52. The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the moneys so borrowed or raised, and owing at any one time shall not, without the sanction of a General Meeting exceed Rupees Three hundred thousand (Rs. 300,000).

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

65. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts presented thereto by the Directors, and to pass resolutions in approval or disapproval thereof, and to declare dividends, and to elect Directors and Auditors in place of those retiring by rotation, and to fix the remuneration of the Auditors; and shall also be competent to enter upon, discuss, and transact any business whatsoever of which special mention shall have been given in the notice or notices upon which the meeting was convened.

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

76. On a show of hands every Shareholder present in person shall have one vote. Where a Shareholder is present by an attorney who is not a Shareholder, such attorney shall be entitled to vote for such Shareholder on a show of hands. In case of a poll every Shareholder shall have one vote for every share held by him.

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

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

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

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

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

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

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

*The Henavasal Coconut Estates, Limited.*

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

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

83. No objection shall be made to the validity of any vote (whether given personally or by proxy or by attorney except at the meeting or poll at which such vote shall be tendered, and every vote (whether given personally or by proxy or by attorney) to which no objections shall be made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. Ian Woodford Aitken and John James Dickson, both of Colombo, and Lewis Morris Wallace Wilkins of Kalutara. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

88. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, or Managing Director, and (or) Agent, Visiting Agent, or Superintendent for such time and on such terms as the Directors may determine or may fix by agreement with the person or persons appointed to the office, and they may from time to time revoke such appointment and appoint another or other Secretary, Manager, Managing Director, and (or) Agent, Visiting Agent, or Superintendent.

The Directors may confer on the Managing Director or Managing Directors all or any duties and powers that might be conferred on any Manager of the Company.

If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

ROTATION OF DIRECTORS.

89. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 90.

90. The Director to retire from office at the Second Ordinary General Meeting shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

91. In case any question shall arise as to which of the Directors who have been the same time in office shall retire the same shall be decided by the Directors by ballot.

92. Retiring Director shall be eligible for re-election.

93. The Ordinary General Meeting at which the Directors retire or ought to retire by rotation, shall appoint successors to them, and in default thereof such successors may be appointed at a subsequent Ordinary General Meeting.

94. Any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise may be filled up by the Directors, but any person appointed to fill such vacancy shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

95. A General Meeting may from time to time increase or reduce the number of Directors, and may also determine in what rotation such increased or reduced number is to go out of office.

96. If at any meeting at which an election of a Director ought to take place the place of a retiring Director is not filled up, the retiring Director may continue in office until the First Ordinary General Meeting in the next year, and so on from meeting to meeting until his place is filled up, unless it shall be determined at such meeting to reduce the number of Directors.

97. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary or by leaving the same at the registered office of the Company, or by tendering his written resignation at a meeting of the Directors, and on the acceptance of his resignation by the Directors, but not before his office shall become vacant.

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

99. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his wilful acts or defaults; and no Director or officer shall, nor shall the heirs, executors, or administrators of any Director or officer, be liable for the acts or defaults of any other Director or officer, or for any loss or expenses happening to the Company by the insufficiency or deficiency of title to any property acquired for or on behalf of the Company, or



for the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or affects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same happen through his own wilful act or default.

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

#### DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, Agent or Secretary of the Company, or trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm, which has entered into any contract with or done any work for the Company, or by reason of his being Agent, or Secretary, or Solicitor, or Broker, or being a member of a firm who are Agents, or Secretaries, Solicitors or Brokers of the Company nevertheless he shall disclose to the Directors his interest in any contract, work, or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

#### POWERS OF DIRECTORS.

102. The Directors shall have power to lease, purchase, or acquire any lands, estates, or property they may think fit, or any share or shares thereof.

103. The business of the Company shall be managed by the Directors, either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company, to be appointed by the Directors subject to the provisions of Article No. 121 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

104. The Directors shall have power to make, and may make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements; appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, artisans, labourers, and other servants for such period or periods, and with such remuneration and at such salaries, and upon such terms and conditions, as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, treasurers, accountants, officers, clerks, or servants of the Company for such reasons, as they may think proper and advisable, and without assigning any cause for so doing.

105. The Directors shall exercise in the name and on behalf of the Company all such powers of the Company as are not expressly required to be exercised by the Company in General Meeting, and shall generally do all such acts and things as are or shall be by any Ordinance and by these presents directed and authorized to be exercised given, made, or done by the Company, and are not by any Ordinance or by these presents required to be exercised or done by the Company in General Meeting, subject, nevertheless, to the provisions of any such Ordinances and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

The generality of the powers conferred by any clause in these presents on the Directors shall not be taken to be limited by any clause conferring any special or expressed power.

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

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

108. The seal of the Company shall not be affixed to any instrument except in the presence of two or more of the Directors or of one Director and the Secretary or Secretaries, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm or registered Company being the Secretaries, being signified by a partner or duly authorized Manager, Director, Secretary, Attorney, or Agent of the said firm or company signing for and on behalf of the said firm or company as such Secretaries.

109. It shall be lawful for the Directors, if authorized so to do by an extraordinary resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company, and for claims and demands by the Company.
- (d) To act on behalf of the Company, in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers and from time to time to vary or realize such investments.
- (f) To delegate to any one or more of the Directors of the Company, for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon, or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time, and to be exercised for such objects and purposes, and upon such terms and conditions, and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

#### PROCEEDINGS OF DIRECTORS.

111. The Directors may meet for the despatch of business adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.

112. A Director may at any time summon a meeting of Directors.

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

114. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman thereof shall have a casting vote in addition to his vote as a Director.

115. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part, and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.

116. The meetings and proceedings of such committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such committee, respectively, or any regulation imposed by the Board.

117. The acts of the Board or of any committees appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment or qualification of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if such person had been duly appointed or qualified, provided the same be done before the discovery of the vacancy or defect.

118. A resolution in writing signed by all the Directors for the time being in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.

119. The Directors shall cause minutes to be made in a book or books to be provided for the purpose—

- (1) Of all appointments (a) of officers and (b) committees made by the Directors.
- (2) Of the names of the Directors present at each meeting of the Directors.
- (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.
- (4) Of all orders made by the Directors.
- (5) Of all resolutions and proceedings of all General Meetings of the Company.
- (6) Of all resolutions and proceedings of all meetings of the Directors.
- (7) Of all resolutions and proceedings of all meetings of committees appointed by the Board.

120. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted or by the person who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be, and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and the regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

#### AGENTS AND SECRETARIES.

121. The firm of Aitken Spence & Company, shall be the first Agents and Secretaries of the Company.

#### ACCOUNTS.

122. The Agent or Secretary or the Agents or Secretaries for the time being, or if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended, by the Company, and of the matters in respect of which such

sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company as the Directors think fit.

123. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or of any of them shall be open to the inspection of the Shareholders, and no Shareholder shall have any right of inspecting any account or book or document of the Company, except as conferred by Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

124. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the same period.

125. The statement so made shall show, arranged under the most convenient heads, the amount of gross income distinguishing the several sources from which it has been derived, and the amount of gross expenditure distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.

126. The balance sheet shall contain a summary of the property and liabilities of the Company, arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies' Ordinance, 1861," or as near thereto as circumstances admit.

127. Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which the Directors recommend should be paid out of the profits by way of dividend or bonus to the Shareholders.

128. A printed copy of such balance sheet shall, at least seven days previous to such meeting, be delivered at, or posted to, the registered address of every Shareholder.

129. The accounts of the Company shall from time to time be examined, and the correctness of the balance sheet ascertained by one or more Auditor or Auditors.

#### AUDIT.

130. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, but it shall not be a necessary qualification for an Auditor that he be a Shareholder of the Company, and no Director or officer of the Company shall, during the continuance in office, be eligible as an Auditor.

131. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. He or they shall hold office till the First General Meeting of the Company. All subsequent appointments shall, except as is hereinafter mentioned, be made at the Ordinary General Meeting of the Company in each year by the Shareholders present thereat, and the Auditor or Auditors appointed at such meeting shall hold office only until the First Ordinary General Meeting after his or their appointment or until otherwise ordered by a General Meeting.

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

133. Retiring Auditors shall be eligible for re-election.

134. If any vacancy that may occur in the office of Auditor is not supplied at the Ordinary General Meeting, or if any casual vacancy shall occur in the office of Auditor, the Directors shall fill up the vacancy by the appointment of a person or persons who shall hold office until the next Ordinary General Meeting after his or their appointment.

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

136. The Auditor or Auditors for the time being shall have a list delivered to him or them of all books kept by the Company, and he or they shall at all reasonable hours in the day time have access to all accounts, books, and documents whatsoever of the Company for the purpose of audit.

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

137. The Directors may, with the sanction of the Company in General Meeting from time to time, declare a dividend to be paid, and (or) pay a bonus to the Shareholders in proportion to the amount paid on their shares, but no dividend or bonus shall be payable except out of nett profits.

138. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders, provided the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

139. The Directors may, before recommending any dividend or bonus set aside out of the profits of the Company such a sum as they think proper as a reserve fund, and may invest the same in such securities as they may select or place the same on fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends, or for equalizing dividends, or for working the business of the Company, or for repairing, maintaining, or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company, or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

140. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonuses which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company, or of any other company, or in any other form of specie, or in any one or more of such ways, and the Directors shall give effect to such direction, and when any difficulty arises in regard to the distribution they may settle the same as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of such specific assets or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend or bonus as may seem expedient to the Directors.

141. No unpaid dividend or bonus shall ever bear interest against the Company.

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

143. The Directors may deduct from the dividend or bonus payable to any Shareholder all such sums of money as may be due from him (whether alone or jointly with any other person) to the Company, and notwithstanding the fact that such sums or any of them are not payable until after the date when such dividend or bonus is payable.

144. Notice of any dividend that has been declared, or of any bonus to be paid, shall be given to each Shareholder entitled thereto; and any dividend or bonus unclaimed by any Shareholder for three years after notice thereof is given, may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

145. Every dividend or bonus payable in respect of any share held by a firm may be paid to, and an effectual receipt given by, any partner of such firm or agent duly authorized to sign the name of the firm.

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

#### NOTICES.

147. Notices from the Company may be authenticated by the signature (printed or written) of the Agent or Secretary, Agents or Secretaries, or persons appointed by the Board to authenticate the same.

148. Every Shareholder shall give an address in Ceylon which shall be deemed to be his place of abode, and shall be registered as such in the books of the Company.

149. A notice may be served by the Company upon any Shareholder, either personally or by being sent through the post in a prepaid letter addressed to such Shareholder at his registered address or place of abode, and any notice so served shall be deemed to be well served, notwithstanding that the Shareholder to whom such notice is addressed be dead, unless his executors, or administrators, shall have given to the Directors, or to the Agent or Secretary, or Agents or Secretaries of the Company, their own or some other address in Ceylon to which notice may be sent.

150. All notices directed to be given to Shareholders shall, with respect to any share to which persons are jointly entitled, other than a firm be given to whichever of such persons is named first in the Register of Shareholders, and notice so given shall be sufficient notice to all the holders of such shares.

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 148, shall not be entitled to be given any notices.

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

#### EVIDENCE.

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

#### PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

155. If the Company shall be wound up, whether voluntarily or otherwise, the liquidator or liquidators, may with the sanction of a special resolution of the Company, divide among the contributories in specie any part of the assets of the Company, and may with the like sanction vest any part of the assets of the Company in trustees upon such trusts for the benefit of the contributories, as the liquidator or liquidators with the like sanction shall think fit, and if thought expedient, any such division may be otherwise than in accordance with the legal rights of the members of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator or liquidators shall be entitled to sell all or any of the assets of the Company in consideration of, or in exchange for shares ordinary, fully paid, part paid, or preference in the purchasing Company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing Company either ordinary, fully paid, or part paid, or preference, any contributory who would be prejudiced thereby, shall have a right to dissent as if such determination were a special resolution passed pursuant to the section 192 of the Companies (Consolidation) Act of 1908, in England, but for the purposes of an Arbitration as in the sub-section (6) of the said section provided, the provisions of the Ceylon Arbitration Ordinance, 1866, and of the Ceylon Ordinance, No. 2 of 1889, shall apply in place of the English and Scotch Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

In witness whereof the subscribers to the Memorandum of Association have hereto set and subscribed their names at the places and on the dates hereafter written:—

B. W. C. LEEFE, Colombo.

R. D. KENYON, Colombo.

G. E. DIMOLINE, Colombo.

J. PHILIP, Colombo.

J. J. DICKSON, Colombo.

IAN W. AITKEN, Colombo.

Witness to all the above signatures this Fifteenth day of November, 1926:

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

tion.]

**The Pareekanni Travancore Rubber Company, Limited.**

NOTICE is hereby given that the First General Meeting of the above Company will be held at the registered office of the Company, Ambewatte House, Vauxhall street, Slave Island, Colombo, on Tuesday, December 14, 1926, at 2.30 P.M.

*Business.*

1. To receive the accounts to September 30, 1926, to be submitted to the Registrar-General in compliance with the requirements of section 41 of the Joint Stock Companies Ordinance.
2. To appoint Directors.
3. To appoint Auditors.
4. To transact any other business that may be properly brought before the meeting.

By order of the Directors,

CUMBERBATCH & Co.,  
Agents and Secretaries.

Colombo, November 30, 1926.

**The Pelmadulla Valley Tea and Rubber Company, Limited.**

NOTICE is hereby given that the Seventeenth Annual Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, 55/57, Queen street, Fort, Colombo, on Monday, December 13, 1926, at 3 P.M.

*Business.*

1. To receive the report of the Directors and accounts for the year ended September 30, 1926.
2. To declare dividends.
3. To elect a Director.
4. To appoint Auditors, and transact any other business, of which due notice may have been given.

The Transfer Books of the Company will be closed from December 1 to 14, 1926, both days inclusive.

By order of the Board of Directors,

LEE, HEDGES & Co., LTD.,  
Agents and Secretaries.

Colombo, November 26, 1926.

**The L. L. P. Estates, Limited.****NOTICE TO HOLDERS OF PRIMARY MORTGAGE DEBENTURES.**

UNDER condition No. 4 endorsed on the above debentures, notice is hereby given that the Company will redeem 60% out of the existing 3,000 debentures on December 31, 1926, and that a drawing will take place at the registered office of the Company, 11, Queen street, Fort, Colombo, on Tuesday, December 28, 1926, at 12 noon, for the purpose of determining which of the said debentures are to be redeemed by the Company.

By order of the Board,

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

Colombo, December 1, 1926.

**Gallawatte (Ceylon) Rubber Company, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders will be held at the office of the Company, Gaffoor building, Main street, Colombo, on Wednesday, December 15,

1926, at 11 A.M.; when the subjoined resolutions which were duly passed at the Extraordinary General Meeting of the Company held on Monday, November 29, 1926, at 11 A.M., will be submitted for confirmation as special resolutions:—

(1) That the capital of the Company be increased to Rs. 1,000,000 by the creation of 70,000 new shares of Rs. 10 each.

(2) That the Articles of Association be altered in the manner following:—

(a) The following Article be inserted after Article 64:—

“64a. 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.”

(b) The following Article shall be substituted for Article 141:—

“141. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such a sum as they think proper as a reserve fund and may invest the same in such securities as they may select, or place the same on fixed deposit in any bank or banks and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing, maintaining, or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from other assets.”

(c) The following Article shall be substituted for Article 147a:—

“147a. Any general meeting declaring a dividend may resolve that such dividend be paid wholly or in part in sterling by means of drafts or cheques on London or by the distribution of specific assets, and in particular of paid up shares, debentures, or debenture stock of the Company; or paid up shares, debentures, or debenture stock of any other Company, or in any one or more of such ways, any general meeting may resolve that any moneys, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend be capitalized and distributed amongst the Shareholders in accordance with their rights on the footing that they become entitled thereto as capital, and that all or any part of such capitalized fund be applied on behalf of the Shareholders in paying up in full any unissued shares of the Company and that such unissued shares so fully paid be distributed accordingly amongst the Shareholders in the proportion in which they are entitled to receive dividends and shall be accepted by them in full satisfaction of their interest in the said capitalized sum. For the purpose of giving effect to any resolution under this or the last preceding Article the Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than Ten Rupees (Rs. 10) may be disregarded in order to adjust the rights of all

parties and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the Directors."

By order of the Directors,

GORDEN FRAZER & Co., LTD.,  
Agents and Secretaries.

Colombo, December 3, 1926.

**Auction Sale.**

In the District Court of Colombo.

(1) P. R. S. P. N. K. N. Natchiappa Chetty and another ..... Plaintiffs.

No. 8,772. Vs.

M. K. Don Subeteris Appuhamy.....Defendant.

BY virtue of the commission issued to me in the above case, I shall sell by public auction on December 23, 1926, at Urupola junction, commencing at 10 A.M. for the recovery of the sum of Rs. 1,721.25, interest and costs, the following properties:—

1. An undivided 1/15 share of the field called Weliyaddekumbura, situated at Bopetta, in the Udugaha pattu of Siyana korale, in the District of Colombo, Western Province; containing in extent about 3 bushels of paddy sowing.

2. An undivided 1/16 share of Tanayamwatta and of the trees and plantations standing thereon, situated at Nagoda, in the Udugaha pattu aforesaid; containing in extent 14 acres.

3. An undivided 1/4 share of all that undivided portion in extent 2 acres, from and out of the portion of the land called Tanayamgodella and of the trees and plantations standing thereon, situated at Nagoda aforesaid; containing in extent 6 acres.

4. An allotment of land called Kalandurugalakele, situated at Karasnagala village, in the Udugaha pattu aforesaid; containing in extent 1 rood and 13 perches.

5. All that land called and known as Natanawalagawahena; situated at Lenagala, in Dehegampala korale of Three Korales, in the District of Kegalla, Province of Sabaragamuwa; bounded on the west and north by the water-course, on the east by the Millagahagala and the land of Kusalhamy, and on the south by the land of Dingiri Appu; containing in extent about 8 acres.

A. C. KOELMEYER,  
Auctioneer.

Belmont street, Hulftsdorp.

**Auction Sale under Mortgage Decree in Case No. 20,141, D. C., Colombo.**

BY virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, January 8, 1927, at 3 P.M. at the spot the following property, to wit:

An undivided part of share of and in all that land called Madrandekumbura, situated at Pelawatta in the Dakunu Maha pattu of Pasdun korale and the plumbago mine opened under licence No. 2523 dated April 21, 1925, together with the implements therein; containing in extent about 2 acres.

For further particulars apply to D. F. J. Perera, Proctor and Notary, Hulftsdorp, Colombo, or to me—

B. J. COORAY,  
Auctioneer and Broker.

26, Norris road, Pettah, Colombo.

**Auction Sale under Mortgage Decree.**

Valuable Premises at Third Division, Maradana, and Ward Place, Colombo.

BY virtue of the commission issued to me in case No. 21,317, D. C., Colombo, I shall sell by public auction, on Thursday, December 23, 1926, at 5 P.M. at the spot:—

An allotment of land bearing assessment Nos. 33 A1, 33 A2, and 33 A3, Third Division, Maradana, and Nos. 28 E1 to 28 E13, Ward place, Colombo; containing in extent 31 19/100 perches, together with the buildings thereon, excluding therefrom the house and ground bearing former assessment No. 33 A1, presently No. 452.

H. D. JOHN PEIRIS,  
Auctioneer and Broker.

8, Hulftsdorp street, Colombo.  
Phone No. 1357.

**Auction Sale under Mortgage Decree.**

Valuable Properties at Epakanda, in Kurunegala.

BY virtue of the commission issued to me in case No. 20,184, D. C., Colombo, I shall sell by public auction, on Thursday, December 23, 1926, commencing at 2 P.M., at my office 8, Hulftsdorp street, Colombo, the following properties, to wit:—

1. All that divided southern 4/5 part of the land called Serugaskumbura, and the adjoining two high lands bordering the high road forming one property, together with the four tiled boutiques, five cadjan boutiques, and the tiled house thereon, situated at Epakanda, in the District of Kurunegala; containing in extent about 2 pelas of paddy sowing or 1 acre 1 rood and 19.8 perches (exclusive of a portion 25 perches in extent), with two mangalore tiled boutiques to the east and south thereon.

2. All that undivided 1/4 part of the field called Wattewelawagarakumbura, situated at Epakanda aforesaid; containing in extent about 15 pelas of paddy sowing.

3. All that undivided 1/4 part of Tekkagahamullapillawa (now field), situated at Epakanda aforesaid; containing in extent about 1 pela of paddy sowing.

H. D. JOHN PEIRIS,  
Auctioneer and Broker.

8, Hulftsdorp street, Colombo.  
Phone No. 1357.

**Auction Sale under Primary Mortgage Decree in Case No. 19,682, D. C., Colombo.**

UNDIVIDED 116/896 share of land and buildings bearing assessment No. 1411/21A (known as Shady Grove, occupied by Mr. G. Caldera), situated at Mahigakanda road, in Maradana, Colombo; in extent 1 rood and 31 perches.

I shall sell by public auction, on Thursday, December 23, 1926, at 4.30 P.M. at the spot.

For further particulars apply to W. H. Wickramasinghe, Esq., Proctor and Notary, Colombo, or to me—

A. V. PERERA,  
Auctioneer and Broker.

115, Hulftsdorp, Colombo.

**Auction Sale under Mortgage Decree.**

In the District Court of Galle.

Louisa Weeratunga of Kaluwella, Galle.....Plaintiff.  
No. 19,949. Vs.

Mohidin Bawa Anamada Lebbe Marikar and others of Talapitiya.....Defendants.

UNDER decree entered in the above-styled action and by virtue of the commission issued to me thereunder, I shall sell by public auction, on Saturday, December 18, 1926, at 3 P.M. at the spot the

following property bound and executable for the recovery of the amount on the said decree, and costs of suit:—

All the soil and plantations of and all the buildings marked Municipal assessment No. 43, on the defined portion of the garden called Jayasundera Mudaliyar tottem, situated at Galupiadda, within the Four Gravets of Galle; and bounded on the north by a portion of the said land and Danewatta, east by a portion of Jayasundera Mudaliyar tottem, south and west by the high road; containing in extent about 2 roods.

For further particulars please apply to J. A. Sethukavaler, Esq., Proctor, Supreme Court, and Notary Public, or to me—

K. G. BENNET DE SILVA,  
Licensed Auctioneer.

Galle, November 23, 1926.

### Auction Sale.

In the District Court of Galle.

In the Matter of an Application under Chapter XL of the Civil Procedure Code.

William Arthur de Silva of Sravasti, Edinburgh crescent of Colombo..... Petitioner.

And

Violet Hilda Wijesuriya of Dolanduwa, presently of Colombo..... Respondent.

UNDER and by virtue of the commission issued to me in the above case, I will sell by public auction at the spot, on Saturday, December 18, 1926, commencing at 2.30 P.M.:—

The premises bearing assessment No. 46, Light-house street, and No. 11, Parawa street, situated at Fort, Galle.

For further particulars and inspection of title deeds apply to Mr. G. Ranasooriya, Proctor, Supreme Court, Galle.

R. L. EPHRAUMS,  
Auctioneer.

### Auction Sale.

In the District Court of Jaffna.

Testamentary In the Matter of the Estate of the late Vyramuttu Arumugam of Karatievu, deceased. No. 5,601.

Amirthavally, widow of Vyramuttu Arumugam of Karatievu East..... Administratrix.

IN terms of the commission dated August 28, 1926, issued to me by the District Court of Jaffna, the following properties will be sold by public auction at the spot, on Saturday, December 18, 1926, at 2.30 P.M., commencing from the upset price Rs. 1,800:—

1. A piece of land situated at Kalapoomy, in Karatievu, called Manakkaipiddy; in extent 3 lachams p. c., with stone-built house and well and cultivated plantations; bounded on the east by the herein below mentioned 2nd land, north by road, west by land belonging to Vairamuttu Sabapathipillai, and south by the herein below mentioned 3rd land.

2. A piece of land situated at Kalapoomy, in Karatievu, called Manakkai; in extent 5 lachams p. c., and 6½ kulies; bounded on the east by land belonging to Karthikesu Thampirajah, north by road, west by the above-named 1st land, and south by Van (water-course).

One-half share of this in common.

3. Land situated at Kalapoomy, in Karatievu, called Manakkaipiddy; in extent 3 lachams p. c.; and bounded on the east by the above-mentioned 2nd land, north by the above-mentioned 1st land, west by land belonging to Vyramuttu Sapapathipillai, and south by Van (water-course).

Two-third of this in common.

J. P. KANTHYAR, Deputy Fiscal,  
Commissioner.

### Auction Sale under Mortgage Decree.

In the District Court of Jaffna.

Chinnamma, widow of Vinasitamby Kandiah of Tirunelvely, personally and as administratrix of the estate of her late husband Vinasittamby Kandiah ..... Plaintiff.

No. 21,882.

Vs.

(1) Ponnampalam Subramaniam and wife (2) Achchimuttu of Urumpiray..... Defendants.

UNDER and by virtue of a commission issued to me in the above case to recover Rs. 2,828, and interest thereon at 9 per cent. per annum from September 2, 1926, until payment in full (provided that such interest does not exceed Rs. 1,172), and cost of suit Rs. 182.39, I shall sell by public auction on Saturday, January 8, 1927, at 3 P.M., at the spot, the following decreed property:—

Land situated at Urelu called Kallukkuviththakaladdi, in extent 10 lachams varagu culture, with well, cultivated plantations, and young palmyras; and bounded on the east by property of Murugasar Vaythilingam and Kanapathiar Velupillai, north by properties of Kanapathiar Velupillai and Thangachy, daughter of Arumugam, west by jungle land, and south by property of Subramaniam Thamo-tharampillai.

Of the land contained within these boundaries, an undivided ¼ share with the appurtenances belonging thereto, save and except a coconut tree standing on the southern side of the throovai ground and ¼ of the well.

J. P. KANTHYAR, Deputy Fiscal,  
Commissioner.

In the District Court of Jaffna.

Insolvency In the matter of the insolvency of Kuna Jurisdiction. Vena Swaminathan Chetty and Kuna Vena Kasiviswanathan Chetty, both of Vannarponnai East..... Insolvents. No. 101.

WE, Kuna Vena Swaminathan Chetty and Kuna Vena Kasiviswanathan Chetty, the above-named insolvents, do hereby give notice under section 140 of the Insolvency Ordinance No. 8 of 1853, that we are summoning a meeting of our creditors on January 4, 1927, at the office of Mr. S. Ehamparam (the assignee appointed in this case), at Main street, at 4 P.M., for the purpose of considering the acceptance of an offer of composition of the debts due to our creditors.

K. V. SWAMINATHAN CHETTY,  
K. V. KASIVISWANATHAN CHETTY,  
Jaffna, December 23, 1926. Insolvents.





## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at Messrs. The Ceylon Wharfage Company's premises beyond the time allowed by law, will be sold by public auction on Tuesday, January 4, 1927, at 1 P.M., unless previously cleared. Goods sold must be cleared on or before Friday, January 7, 1927.

Entry No. and Date. 1925.	Date of Steamer. 1925.	Steamer.	From	Marks and Numbers.	Number and Description of Packages.
<b>B 1 WAREHOUSE.</b>					
F 2576, Dec. 21 ..	Nov. 28 ..	ss. Clan Murray	Liverpool	KC within a diamond and 1/2 outside	2 cases whisky
F 1816, May 18 ..	April 15 ..	ss. Goldenfels	Hamburg	EE upon CJC De S 47957	1 case microscope
F 1331, June 11 ..	April 29 ..	ss. President Van Buren	San Francisco	Nil	1 case grapes in tins
F 2189, June 18 ..	May 29 ..	ss. Delhi	Gothenburg	GTP	1 case paper
F 2908, June 25 ..	May 20 ..	ss. Vasconia	London	AMMC upon 3660/65	6 cases merchandise
F 3502, June 30 ..	May 31 ..	ss. Schwarzenfels	Hamburg	SLT and 1/2 below	2 cases paper
<b>PARCEL WAREHOUSE.</b>					
— ..	— ..	Unknown	—	Nil	4 cases green peas
— ..	— ..	Do.	—	do.	1 case earthenware
— ..	— ..	Do.	—	do.	1 case sugar
— ..	— ..	Do.	—	do.	1 case asparagus
<b>No. 7 WAREHOUSE.</b>					
— ..	— ..	Unknown	—	Nil	2 bundles hoop iron
— ..	— ..	Do.	—	do.	5 coils hoop iron
— ..	— ..	Do.	—	do.	1 keg nail
— ..	— ..	Do.	—	do.	1 keg paints
— ..	— ..	Do.	—	do.	2 bundles tea shook

H. M. Customs,  
Colombo, November 27, 1926.

C. H. COLLINS,  
for Principal Collector.

WITH reference to the Notification appearing in the *Government Gazette* No. 7,550 of October 15, 1926, relating to the alteration of Births and Deaths Registration Divisions of Madampe and Yainna, in the Ratnapura District, it is hereby notified that the persons whose names appear in the subjoined schedule have been appointed with effect from November 1, 1926, to be Registrars of Births and Deaths for the Divisions noted opposite their names holding office in the places appearing in column 3.

Registrar-General's Office,  
Colombo, November 30, 1926.

H. E. BEVEN,  
Registrar-General.

## SCHEDULE.

## Province of Sabaragamuwa, Ratnapura District.

1. No. and Name of Registration Division.	2. Name of Registrar.	3. Place of Office.
24. Madampe	Don Maximilian Ranasinghe	Jayasundara Walauwewatta in Madampe
27. Yainna	Gajanayaka Mudiyansele Mahatmaya	Dingri Kanawinnegoda in Nugawela

## Loss of Firearms.

## PUTTALAM DISTRICT.

Single-barrelled cap gun, No. 9110 and 62 marked on stock, and on barrel "Walkers, Colombo," and a flower; bearing licence No. 330/A 53,055.  
Owner: U. S. M. Mohamado Cassim Marikar of Puttalam.

C. SITTAMPALAM,  
for Assistant Government Agent.

The Kachcheri,  
Puttalam, November 25, 1926.

## RATNAPURA DISTRICT.

Description of property: One single-barrelled Muzzle-loading gun; No. 117 on stock.  
No. of licence: 1347/KA.  
Name of owner: Rupahinge Ratranhamy of Nir-ella.

Remarks: The gun is reported to have been lost.

J. M. DE SILVA,  
for Government Agent.

The Kachcheri,  
Ratnapura, November 26, 1926.

**Destruction of a Rogue Elephant.**

NOTICE is hereby given that in terms of section 9 (1) of Ordinance No. 1 of 1909, the Assistant Government Agent, Mannar District, will issue a free licence to any person desiring to shoot a male elephant about 10 feet high. The animal drags one leg slightly. It frequents Iluppaikodavai, Koddadivayal, and Muthaliyakamam and sometimes Kalliyodi.

C. E. JONES,  
Assistant Government Agent.

The Kacheheri,  
Mannar, November 23, 1926.

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

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

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

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

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

2. Area No. 1 will be closed on February 1, 1927, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again reopened. This, however, will not preclude applicants from submitting to me for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

3. The next area to be closed for survey will be area No. 2 followed in due course by area No. 3. Applications for the purchase or lease of Crown land in these two areas should be forwarded to me as early as possible.

4. The date of closure No. 2 area will be shortly published.

M. M. WEDDERBURN,  
Government Agent.  
November 29, 1926.

**Notice of Sale of Property attached in P. C., Avissawella, Case No. 2,134.**

NOTICE is hereby given that on December 13, 1926, at 9.30 A.M., will be sold by public auction at the spot the right, title, and interest of Dangahagamaralalage Siriwardena, the absconding accused in the above case, in the following property:—

(1) An undivided  $\frac{1}{4}$  share of Pelawatta, situated at Pelelegama, Atulugam, in Three korales, Kegalla District; in extent 3 acres; and bounded on the north by Mala-ela and galenda, east by galwetiya, south by Mala-ela, and west by rubber estate.

(2) An undivided  $\frac{1}{5}$  share of Udawattapahala-irawella, situated at ditto; in extent 1 acre; and bounded on the north by Mala-dola, east by ela, south by Mala-dola, and west by live fence.

(3) An undivided  $\frac{1}{10}$  share of Kabatagahawatta, situated at ditto; in extent 3 acres; and bounded on the north and east by ditch, south by village boundary, and west by rubber estate.

(4) An undivided  $\frac{1}{5}$  share of Kuruwagawaowita, situated at ditto; in extent 2 roods; and bounded on the north by a row of arecanut trees, east by live fence, south by village boundary, and west by ditch.

(5) An undivided  $\frac{1}{30}$  share of Kelagastenna, situated at ditto; in extent 3 roods; and bounded on the north, east, south, and west by ditch.

(6) An undivided  $\frac{1}{30}$  share of Maddayawatta, situated at ditto; in extent 3 roods; and bounded on the north by a row of arecanut trees, east by Kelani river, south and west by ditch.

(7) An undivided  $\frac{1}{30}$  share of Batuwitagewatta, situated at ditto; in extent 2 roods; and bounded on the north and east by ditch, south by village boundary, and west by ditch.

(8) An undivided  $\frac{1}{30}$  share of Barulewatta, situated at ditto; in extent 2 roods; and bounded on the north by a row of arecanut trees, east by Kelani river, south by village boundary, and west by ditch.

(9) An undivided  $\frac{1}{5}$  share of Welipillewa, situated at ditto; in extent 1 rood; and bounded on the north by Dedura, east by Kelani river, south by row of arecanut trees, and west by live fence.

J. D. BROWN,  
Assistant Government Agent.  
The Kacheheri,  
Kegalla, November 30, 1926.

**The Colombo Museum.**

THE Mammalian Gallery of the Colombo Museum, which was closed in consequence of the re-arranging of exhibits, is now open to the public.

A. H. MALPAS,  
Acting Director.  
Colombo Museum, December 3, 1926.

**Ballagalla Estate Vernacular Mixed School.**

NOTICE is hereby given that the above school situated in the Badulla District of the Province of Uva, under the management of the Superintendent, has been registered as a grant-in-aid school from November, 1925.

L. MACRAE,  
Director of Education.  
Education Office,  
Colombo, December 3, 1926.

**Pukkulama Vernacular Mixed School.**

NOTICE is hereby given that the above school situated in Pitigal korale North, Chilaw District of the North-Western Province, under the management of Rev. J. B. Radley, has been registered as a grant-in-aid school with effect from October, 1925.

L. MACRAE,  
Director of Education.  
Education Office,  
Colombo, December 3, 1926.

**Panawatte Estate Middle Division Vernacular Mixed School.**

NOTICE is hereby given that the above school situated in the Kegalla District of the Province of Sabaragamuwa, under the management of Rev. J. Yorke, has been registered as a grant-in-aid school from November, 1925.

L. MACRAE,  
Director of Education.  
Education Office,  
Colombo, December 3, 1926.

**Madduvil South (Santhanayaka) Vernacular Mixed School.**

NOTICE is hereby given that the above school situated at Madduvil South, in 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 December 1, 1925.

L. MACRAE,  
Director of Education.  
Education Office,  
Colombo, December 3, 1926.

**Madduvil North (Chandra Moulisa) Vernacular Mixed School.**

NOTICE is hereby given that the above school situated at Madduvil North, in 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 October, 1925.

L. MACRAE,  
Education Office, Director of Education.  
Colombo, December 3, 1926.

**Morakele Vernacular Mixed School.**

NOTICE is hereby given that the above school situated in Pitigal korale, Chilaw District of the North-Western Province, under the management of Rev. Fr. J. B. Meary, has been registered as a grant-in-aid school with effect from December, 1925.

L. MACRAE,  
Education Office, Director of Education.  
Colombo, December 3, 1926.

**Meethanwala Vernacular Mixed School.**

NOTICE is hereby given that an application has been received from Mr. A. B. Colin de Soysa for a grant in aid of the above school, which is situated at Meethanwala in Kurunegala District of the North-Western Province.

Observations will be received not later than January 6, 1927.

L. MACRAE,  
Director of Education.

Education Office,  
Colombo, November 26, 1926.

**Change of Management.**

NOTICE is hereby given that Mr. M. J. Cary has been appointed Manager of the school mentioned below, in place of Dr. M. M. Kumarasamy.

*School referred to.*

Central College, Colombo.

L. McD. ROBISON,  
Acting Director of Education.

Education Office,  
Colombo, November 25, 1926.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the District Road Committee road from Katuwana to Talawa is closed to all cattle traffic from Amudaman-ara to Middeniya junction for a further period of ten days from the date hereof.

C. SENARATNE,  
for Assistant Government Agent.

The Kachcheri,  
Hambantota, November 26, 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 November 28, 1926.

C. SENARATNE,  
for Assistant Government Agent.

The Kachcheri,  
Hambantota, November 27, 1926.

**Rinderpest.**

IN terms of section 7 (1) of Ordinance No. 25 of 1909, I do hereby proclaim that the Wiraketiya-Walasmulla road and Wiraketiya-Dammulla road are closed to all cattle traffic for a further period of ten days from November 28, 1926.

C. SENARATNE,  
for Assistant Government Agent.  
The Kachcheri,  
Hambantota, November 27, 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.

C. SENARATNE,  
for Assistant Government Agent.  
The Kachcheri,  
Hambantota, November 29, 1926.

**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.

C. SENARATNE,  
for Assistant Government Agent.  
The Kachcheri,  
Hambantota, November 29, 1926.

**Rinderpest.**

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

E. T. MILLINGTON,  
Government Agent.  
The Kachcheri,  
Ratnapura, December 3, 1926.

**Existence of Rabies.**

IN terms of section 9 of Ordinance No. 7 of 1893, notice is hereby given of the existence of rabies within the limits of the Local Board of Bandarawela.

Any dog not effectually controlled (*i.e.*, led by a competent person by means of a chain and collar, or properly muzzled) and found in any public road or place will be dealt with under the aforesaid Ordinance.

This notice shall take effect from the date hereof and shall be in force until further notice.

H. A. BURDEN,  
Chairman.  
Local Board Office,  
Badulla, November 26, 1926.

**Existence of Rabies.**

IN terms of section 9 of Ordinance No. 7 of 1893, notice is hereby given of the existence of rabies within the Chief Headman's division of Udukinda.

Any dog not effectually controlled (*i.e.*, led by a competent person by means of chain and collar, or properly muzzled) and found in any public road or place will be dealt with under the aforesaid Ordinance.

This notice shall take effect from the date hereof and shall be in force until further notice.

H. A. BURDEN,  
Government Agent.  
The Kachcheri,  
Badulla, November 26, 1926.

### MUNICIPAL COUNCIL NOTICES.

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

The Municipal Office,  
Colombo, November 29, 1926.

G. H. N. SAUNDERS,  
Municipal Treasurer.

#### SCHEDULE.

Premises No.	Street.	Quarter and Year.	Date and Time of Sale.
3242/81	Alutmawata	2nd quarter, 1926	Wednesday, December 22, 1926, at 8.30 A.M.

### ROAD COMMITTEE NOTICES.

#### Aluwihare-Dullewa Gap Estate Cart Road.

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 above road for the year ending September 30, 1927, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate in the district interested in the road as follows:—

#### Maintenance, 1925-26.

Government contribution	Rs. 1,400.00
Private contributions	Rs. 1,812.37

#### 1st to 3rd section, 2 miles 44 chains.

Proprietors or Agents.	Estates.	Acreage.	Rate. Rs. c.	Amount. Rs. c.
Eastern Produce and Estates Co., Ltd. (N. Crosland)	Matale West	1,220	1 0	1,220 0
Rosehaugh Tea and Rubber Co., Ltd. (Harold Vickers)	Beredewella	344	0 50	172 0
J. B. Tennant (J. F. W. Brockman)	Polwatta and Glenury	297	0 50	148 50
O. H. Goonasekera	Dullewa	99	0 50	49 50
H. D. Saner (G. Black)	High Walton	225	0 50	112 50
C. Ariya-Nayagam	Ratninde	100	74 87	74 87
Do.	Dullewa	70	0 50	35 0
Total				1,812 37

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. Guy S. Morris, acting Chairman, Local Committee, Beredewella estate, on or before December 31, 1926.

R. A. G. FESTING,  
Chairman.  
Provincial Road Committee's Office,  
Kandy, November 22, 1926.

#### Talatuoya-Kirimetiya Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee of the Central Province, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the above road for the private contribution of Rs. 2,400 on the estimate of maintenance amounting to Rs. 3,200 for the year ending September 30, 1927, as follows:—

Government contribution	Rs. 800.00
Estates contribution	Rs. 2,400.00

#### 1st section, 1 mile.

Total acreage, 2,019—Cost, Rs. 640—Sectional rate, 31698c.—Total rate, 31698c.

Proprietors or Agents.	Estates.	Acreage.	Amount. due. Rs. c.
A. Govindasampillai	Narankaduwa	50	15 85
Ramalingampillai	do.	44	13 95
A. P. S. T. Sellambrampillai	do.	43	13 63
A. Salumburam Kangany	do.	21	6 66

#### 1st to 4th section, 3½ miles.

Total acreage, 1,861—Cost, Rs. 1,760—Sectional rate, 94572c.—Total rate, 1,26270c.

H. G. Montgomarie	Kirimetiya	693	875 6	
Do.	Old Meddagama	299	377 55	
A. M. G. Trotter	Bellwood and Moragala	751	948 29	
C. P. Silva of Kandy	Agallawatta	93	117 44	
M. Chinniah	Eggadogalla	25	31 57	
Total				2,400 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. A. M. G. Trotter, Chairman, Local Committee, Bellwood estate, Galaha, on or before December 31, 1926.

R. A. G. FESTING,  
Chairman.  
Provincial Road Committee's Office,  
Kandy, November 22, 1926.

**Kadugannawa-Gampola Estate Cart Road.**

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 maintenance of the above road for the year ending September 30, 1927, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the proportion due by each estate interested in the road to make up the private contribution, as follows:—

Government contribution	Rs. 2,000·00
Private contribution	Rs. 5,000·00

## 1st section, 1 mile.

Total acreage, 3,246½—Moiety of cost, Rs. 502·85—  
Sectional rate, ·15488c.—Total rate, ·15488c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Vanderspar & Co. (R. C. Wiggin)	Belungalla	390	60 41

## 1st to 2nd section, 2 miles.

Total acreage, 2,856½—Moiety of cost, Rs. 502·85.  
Sectional rate, ·17603c.—Total rate, ·33091c.

N. D. J. de Silva	St. Helens	125	41 37
Edwin C. de Silva	Nuga Ella	81	26 81

## 1st to 3rd section, 3 miles.

Total acreage, 2,650½—Moiety of cost, Rs. 502·85—  
Sectional rate, ·18971c.—Total rate, ·52062c.

Mrs. E. Warakaulle	Sadikka	88½	46 9
M. B. Panabokka	Medrup	103	53 63

## 1st to 4th section, 4 miles.

Total acreage, 2,459—Moiety of cost, Rs. 502·85—  
Sectional rate, ·20449c.—Total rate, ·72511c.

T. B. Worthington	Wembley	1,061	769 35
E. H. de Silva	Paranapitiya	22	15 96

## 1st to 5th section, 5 miles.

Total acreage, 1,376—Moiety of cost, Rs. 502·85—  
Sectional rate, ·36544c.—Total rate, 1·09055c.

M. Babburetty	Mercantile	114	124 33
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## 1st to 6th section, 5½ miles.

Total acreage, 1,262—Moiety of cost, Rs. 125·75.  
Sectional rate, ·09964c.—Total rate, 1·19019c.

W. Jordan (S. C. Traill)	Alpitakande	488	580 82
O. B. Wijsekera	Gadadessa	510	607 1
E. L. Ebrahim Lebbe Marikar	Frankland	264	314 22

## 7th to 12th section, 5½ miles.

Total acreage, 1,090—Moiety of cost, Rs. 576·24—  
Sectional rate, ·52866c.—Total rate, 1·84172c.

R. Foster	Gona Adika	1,015	1,869 35
M. S. Seyado Mohammed Marikar	Leangaha	45	82 88
K. Ukku Banda	Lokuanga	30	55 25

## 9th to 12th section, 4 miles.

Total acreage, 1,186—Moiety of cost, Rs. 460·96—  
Sectional rate, ·38866c.—Total rate, 1·31306c.

S. U. Odayar	Maligatenna	30	39 39
K. P. K. N. Kannappa Chetty	Rannawella	66	86 66

## 10th to 12th section, 3 miles.

Total acreage, 1,251—Moiety of cost, Rs. 460·96—  
Sectional rate, ·36847c.—Total rate, ·92440c.

V. Natesan	Dhormapury	30	27 73
M. S. Seyado Mohammed Marikar	Udahena	35	32 36

## 11th to 12th section, 2 miles.

Total acreage, 1,642—Moiety of cost, Rs. 460·96—  
Sectional rate, ·28073c.—Total rate, ·55593c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Noor Mohammado	Demodarawatta	40	22 24
F. J. de Saram	Heartfields	143	79 50
Hiers of late J. S. Agar (O. S. Agar)	Mt. Temple	208	115 64

## 12th section, 1 mile.

Total acreage, 1,675—Moiety of cost, Rs. 460·96—  
Sectional rate, ·27520c.—Total rate, ·27520c.

H. Sam de Silva	Sanda Siri	33	9 8
			5,060 8

N.B.—Private contribution	5,000 0
Amount assessed in excess last from Mount Temple estate	60 8
Amount due from estates 1926-27	
	5,060 8

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. S. C. Traill, Chairman, Local Committee, Alpitakande estate, Gampola, on or before December 31, 1926.

R. A. G. FESTING,  
Chairman.

Provincial Road Committee's Office,  
Kandy, November 22, 1926.

**Nugatenna-Deanstone Branch Road.**

NOTICE is hereby given that, in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at Nawangalla estate bungalow on Monday, December 6, 1926, at 3 p.m., for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, and shall hold office for two years.

Notice is also given that the Local Committee, as soon as elected, will consider:—

1. Election of Chairman of Local Committee.
2. To consider and pass the estimate for the maintenance of the above road for 1926-27.
3. To report to the Provincial Road Committee with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the road.
- (b) The sections of the road used by these estates.
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1927.

N.B.—The general meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third acreage.

E. H. DAVIES,  
for Chairman.

Provincial Road Committee's Office,  
Kandy, November 22, 1926.

**Kadugannawa-Alagalla Branch Road.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held at Tismode Bungalow, on Wednesday, December 15, 1926, at 4 P.M.

*Agenda.*

1. To consider and pass estimate for the maintenance of the above road for 1926-27.
  2. To report to the Provincial Road Committee with regard to—
    - (a) The names of estates (with their acreages) which are interested in and which use the road.
    - (b) The sections of the road used by these estates.
    - (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—
- for the assessment of moiety of cost of maintenance for the year ending September 30, 1927.

Provincial Road Committee's Office, E. H. DAVIES,  
Kandy, November 23, 1926. for Chairman.

**Glenlyon-Preston Branch Road.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held at the Glenlyon Club House, on Tuesday, December 21, 1926, at 4 P.M.

*Agenda.*

1. To consider and pass the estimate for the maintenance of the above road for 1926-27.
2. To report to the Provincial Road Committee with regard to—
  - (a) The names of estates (with their acreages) which are interested in and which use the road.
  - (b) The sections of the road used by these estates.
  - (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of moiety of cost of maintenance for the year ending September 30, 1927.

Provincial Road Committee's Office, E. H. DAVIES,  
Kandy, November 23, 1926. for Chairman.

**Padiyapelella-Ellamulla Branch Road.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held at Ellamulla estate bungalow, on Wednesday, December 15, 1926, at 2 P.M.

*Agenda.*

1. To elect a Chairman, Local Committee.
2. To consider and pass estimate for the maintenance of the above road for 1926-27.
3. To report to the Provincial Road Committee with regard to—
  - (a) The names of estates (with their acreages) which are interested in and which use the road.
  - (b) The sections of the road used by these estates.
  - (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of moiety of cost of maintenance for the year ending September 30, 1927.

E. H. DAVIES,  
for Chairman.  
Provincial Road Committee's Office,  
Kandy, November 24, 1926.

**Duckwari-Ferndale Branch Road.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above road will be held at the Rangala Club, on Wednesday, December 22, 1926, at 4 P.M.

*Agenda.*

1. To consider and pass estimate for the maintenance of the above road for 1926-27.
2. To report to the Provincial Road Committee with regard to—
  - (a) The names of estates (with their acreages) which are interested in and which use the road.
  - (b) The sections of the road used by these estates.
  - (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of moiety of cost of maintenance for the year ending September 30, 1927.

E. H. DAVIES,  
for Chairman.  
Provincial Road Committee's Office,  
Kandy, November 24, 1926.

**Bathford Valley and Annfield Branch Roads.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above roads will be held at Darrawella Club, on Tuesday, December 21, 1926, at 5.30 P.M.

*Agenda.*

1. To consider and pass estimates for the maintenance of the above roads for 1926-27.
2. To report to the Provincial Road Committee with regard to—
  - (a) The names of estates (with their acreages) which are interested in and which use the roads.
  - (b) The sections of the roads used by these estates.
  - (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of moiety of cost of maintenance for the year ending September 30, 1927.

E. H. DAVIES,  
for Chairman.  
Provincial Road Committee's Office,  
Kandy, November 24, 1926.

**Branch Roads in Maskeliya District.**

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a meeting of the Local Committee of the above roads will be held at Maskeliya Club, on Wednesday, December 15, 1926, at 3.30 P.M.

*Agenda.*

1. Read notice calling the meeting.
2. Confirm minutes of the last meeting.
3. Correspondence.
4. Examine and pass estimates for the maintenance of the above roads for 1926-27.

5. To report to the Provincial Road Committee with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the roads.
- (b) The sections of the roads used by these estates.
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of moiety of cost of maintenance for the year ending September 30, 1927.

6. Discuss question of permanent bridge near first milé, Norwood Upeot road.

7. Any other business properly brought before the meeting.

E. H. DAVIES,  
for Chairman.

Provincial Road Committee's Office,  
Kandy, November 24, 1926.

#### Dimbula Branch Roads.

NOTICE is hereby given that in terms of the Branch Roads Ordinance, No. 14 of 1896, a general meeting of the proprietors or resident managers of the estates interested in the above roads will be held at Glenlyon Club, on Friday, December 17, 1926, at 4 P.M., for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members and which shall hold office for two years.

Notice is also given that the Local Committee, as soon as elected, will consider—

1. To elect a Chairman, Local Committee.
2. To consider and pass estimates for the maintenance of the roads for 1926-27.
3. To report to the Provincial Road Committee with regard to—
  - (a) The names of estates (with their acreages) which are interested in and which use the roads.
  - (b) The sections of the roads used by these estates.
  - (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of moiety of cost of maintenance for the year ending September 30, 1926.

The roads referred to are—

1. Glenlyon junction-Agra branch road.
2. Railway Gorge branch road.
3. Wallaha branch road.

N.B.—The general meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third acreage.

E. H. DAVIES,  
for Chairman.

Provincial Road Committee's Office,  
Kandy, November 26, 1926.

#### Arambakade-Bokkawela Estate Cart Road.

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, the following gentlemen have been elected to form the Local Committee to perform the duties imposed by the said Ordinance in respect of the above road for the term ending September 30, 1928:—

Messrs J. Fergusson (Chairman), F. C. Theobald, and H. A. McMullin.

E. H. DAVIES,  
for Chairman.

Provincial Road Committee's Office,  
Kandy, November 26, 1926.

#### Gālagedara-Heenabowe Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, No. 12 of 1902," will on Saturday, December 11, 1926, at 10.15 A.M., at their office in Kandy, proceed to assess the estates below to make up the private contribution of Rs. 400 for building a retaining wall on the above road:—

Proprietors or Agents.	Estate.	Acreage.
E. Winter and Dr. Gray	Uduwakande	98
J. P. B. Weragama	Galdola	50

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

E. H. DAVIES,  
for Chairman.  
Provincial Road Committee's Office,  
Kandy, November 26, 1926.

#### Proposed Road from Madawela to Magollawa.

WHEREAS an application has been made by the managers of Rajamaana and Hatamunugalla estates, on behalf of the proprietors of the said estates, to have the above road constructed and brought under "The Branch Roads Ordinance, No. 14 of 1896": Notice is hereby given that, acting under the provisions of section 6 of Ordinance No. 14 of 1896, the Provincial Road Committee, Central Province, will on Saturday, December 11, 1926, at 10.15 A.M., at their office in Kandy, proceed to define the limits of the district in respect of the road from Madawela to Magollawa, the estates in which will be assessed for the construction, upkeep, and repairs to the above road, and that at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

It is proposed that the district shall consist of the following estates:—

Proprietors or Agents.	Estates.	Cultivated Acreage.
Maharajah Estates Co., Ltd. (The Galaha Ceylon Tea Estates & Agency Co., Ltd., Agents)	Maharajah	201
Rajamaana Rubber Co., Ltd. (Messrs. Gordon Frazer & Co., Ltd., Agents)	Rajamaana	171
Tillyfour Rubber Co., Ltd. (Messrs. Carson & Co., Agents)	Hatamunugalla	361
Mr. W. R. Jacks	Dikande	67
Mr. P. T. H. Andarado	Gonamada	93
Messrs. L. Bellerio & H. A. Lucas (Messrs. Cumberbatch & Co., Agents)	Lynapitiya	175
Mr. N. Hewavitarane (Messrs. Don Carolis & Sons, Agents)	Linipitiya	140
Mr. S. Uduma Lebbe Alim Saibo	Leenapitiya	45

E. H. DAVIES,  
for Chairman.  
Provincial Road Committee's Office,  
Kandy, November 26, 1926.

**Kadugannawa-Gampola Estate Cart Road.**

**N**OTICE is hereby given that, in terms of the Estate Roads Ordinance, No. 12 of 1902, a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at Wembly Estate Office on Tuesday, December 14, 1926, at 8.30 A.M.

*Business.*

1. Read notice convening the meeting.
2. Confirm minutes of the last general meeting.
3. Decide as to whether estates are willing to pay an increased reconstruction half share payment.
4. Discuss road improvements.

*N.B.*—Once more the Chairman of the Local Committee, Mr. S. C. Traill, appeals to all estates to send duly qualified representatives to the meeting, as unless estates will give their help or views on what should be done, it is useless making complaints as to the state of the road.

E. H. DAVIES,  
for Chairman.

Provincial Road Committee's Office,  
Kandy, November 30, 1926.

**Dodangoda Passenger Ferry.**

**N**OTICE is hereby given that the Chairman of the District Road Committee of Galle will receive sealed tenders for the purchase of the passenger ferry toll at Dodangoda, in the Galle District, from January 1 to December 31, 1927.

2. The tenders, which must be in sealed envelopes, superscribed "Tender for Dodangoda Toll Rent," will be received at the Galle Kachcheri until 12 noon on Saturday, December 11, 1926, when they will be opened, and all persons making tender will be required to be present, or to satisfy the Chairman by some duly accredited agents that the tender is *bona fide*. The Chairman reserves to himself the right of rejecting any or all tenders, and of selling the rent by public auction on the same day if no satisfactory tender is received.

3. The person whose tender is approved by the Chairman will be required to deposit at once one-tenth of the purchase amount in cash; and furnish approved security for one-half of the whole purchase amount, or in cash for one-third of the whole purchase amount, within thirty days of the date of the acceptance of his offer.

4. If security be given in cash, the amount deposited on the day of the sale shall be allowed to

count as part of the four months' rent which the purchaser has to deposit as security. If, however, security be given in land, the cash deposit shall be retained as security additional to the landed property mortgaged with the Chairman, and shall be hypothecated with it.

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

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

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

L. W. C. SCHRADER,  
District Road Committee,  
Galle, November 30, 1926. Chairman.

**Mallowapitiya-Rambadagalla Branch Road.**

(Flood Damages.)

**N**OTICE 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, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on December 11, 1926, at 10 A.M. at the Office of the Government Agent, Kurunegala, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	Rs. 800.00
Private contributions	Rs. 820.00

Proprietors or Agents.	Estates.	Acreage.
The Ceylon Tea Plantations Co., Ltd.	Delhena	504
Messrs. James Finlay & Co.	Delwita	2,568
Messrs. Carson & Co.	Nella Oola	300
Messrs. Harrisons & Crosfield, Ltd.	Marlbe	586
Do.	Kepitigalla	708
Mr. J. L. Kotalawala	Field View	129

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

H. W. ABEYEWARDENE,  
Office of the Provincial Road Committee,  
Kurunegala, November 30, 1926. Chairman.

**NOTICE UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."****Licensed Broker.**

**T**HE under-mentioned person was licensed during the month of October, 1926, to carry on the trade or business of a broker within the limits of the Jaffna Urban District Council area for the year 1926, and his name is published in terms of section 17 of

Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

Mr. Navasivayam Velupillai, Broker, Martyn road, Athiady, Jaffna.

R. SIVAGURUNATHER,  
Vice-Chairman.

Office of the Urban District Council,  
Jaffna, November 19, 1926.



**Rates and Taxes, Urban District Council, Chilaw.**

IT is hereby notified that the Chilaw Urban District Council has, in terms of the above Ordinance, imposed for the year 1927 the following rates and taxes, being the same as were in force during the preceding year, within the administrative limits of the Chilaw Urban District Council, subject to the provisions of the aforesaid Ordinance:—

Under section 171 (1) (a), a rate of 5 per centum, payable on March 31, on June 30, on September 30, and on December 31, for the quarter ending on the said days respectively, on the annual value of all immovable property.

Under section 173 (1) (b), a tax in respect of the following vehicles and animals, payable on or before February 28, at the rates specified:—

	Rs. c.
For every carriage of whatever description other than a cart, hackery or jinrickshaw	5 0
For every double bullock cart, hackery, of whatever description	3 0
For every single bullock cart or hackery	2 50
For every jinrickshaw	2 50
For every bicycle or tricycle	1 0
For every horse, pony, or mule	2 50

Urban District Council Office, Chilaw, November 29, 1926. N. J. MARTIN, Chairman.

**TRADE MARKS NOTICES.**

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

(1) Trade Mark No. 3,441.

(2) Date of Receipt: August 13, 1925.

(3) Applicant (Proprietor of the Trade Mark): CHESEBROUGH MANUFACTURING COMPANY CONSOLIDATED (a Corporation organized and existing under the laws of the State of New York, United States of America), No. 17, State street, City, County, and State of New York, United States of America; Manufacturers.

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

(5) Class: Three.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy particularly petroleum jelly and preparations thereof.

(7) Representation of the Trade Mark:



No claim is made to the exclusive use of the words "BLUE SEAL."

Registrar-General's Office,  
Colombo, December 1, 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. 3,443.

(2) Date of Receipt: August 13, 1925.

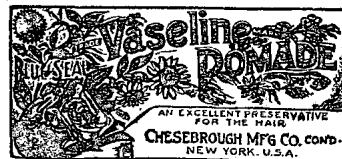
(3) Applicant (Proprietor of the Trade Mark): CHESEBROUGH MANUFACTURING COMPANY CONSOLIDATED (a Corporation organized and existing under the laws of the State of New York, United States of America), No. 17, State street, City, County, and State of New York, United States of America; Manufacturers.

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

(5) Class: Forty-eight.

(6) Goods: Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).

(7) Representation of the Trade Mark:



No claim is made to the exclusive use of the words "BLUE SEAL."

Registrar-General's Office,  
Colombo, December 1, 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. 3,660.  
 (2) Date of Receipt: September 28, 1926.  
 (3) Applicant (Proprietor of the Trade Mark):  
 DEVAR & COMPANY, No. 20, Wofendani street,  
 Colombo; Tile Merchants.  
 (4) Address for service in the Island, if any:—  
 (5) Class: Sixteen.  
 (6) Goods: Tiles.  
 (7) Representation of the Trade Mark:

## RATHRAN POUND

Registrar-General's Office,  
 Colombo, December 1, 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. 3,709.  
 (2) Date of Receipt: November 11, 1926.

(3) Applicant (Proprietor of the Trade Mark): W M. MOHAMADO USOOF & BROS., carrying on business also as "The Colombo Crystal Palace," No. 48 and 49, Keyzer street, Colombo; Merchants, General Importers, &c.

- (4) Address for service in the Island, if any:—  
 (5) Class: Seventeen.  
 (6) Goods: Cement.  
 (7) Representation of the Trade Mark:



*The essential particulars of the Trade Mark are the device and the word "NEPTUNE," and no claim is made to the exclusive use of the added matter.*

Registrar-General's Office,  
 Colombo, November 24, 1926.

H. E. BEVEN,  
 Registrar-General.