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THE CEYLON GOVERNMENT GAZETTE

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PART I.—GENERAL.

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

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A 54/26

A PROCLAMATION.

H. J. STANLEY.

K NOW 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 "The Medapitiya Co-operative Society," "The Thalaganwaduwa Co-operative Society," "The Hinidum Pattuwa Opatha Co-operative Society," and "The Polmalgama Sri Arya Sinhala 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 November 17, 1927;
- (b) Any fee payable under the law of registration for the time being in force, in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, January 14, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

A 54/26

A PROCLAMATION.

H. J. STANLEY.

K NOW 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 "The Chulipuram West Co-operative Society," or by an officer or member of the said society, and relating to the business of the said society, are chargeable as from November 24, 1927;
- (b) Any fee payable under the law of registration for the time being in force, in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, January 14, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

A 54/26

A PROCLAMATION.

H. J. STANLEY.

K NOW 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 "The Mathagal Central Co-operative Society," "The Mathagal East Co-operative Society," "The Mathagal North Co-operative Society," "The Mathagal South Co-operative Society," "The Nunasai Co-operative Society," "The Mathagal West Co-operative Society," "The Pandateruppu New Co-operative Society," "The Sillalai Co-operative Society," "The Alavetty South Co-operative Society," "The Meegoda Co-operative Society," and "The Udubaddawa Ihalagama 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 December 3, 1927;
- (b) Any fee payable under the law of registration for the time being in force, in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.

Colombo, January 14, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

L 1228/27

A PROCLAMATION.

H. J. STANLEY.

K NOW Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Galgamuwa, Welikare, and Nallura, in the Udukaha korale east of the Dambadeni hatpattu of the Kurunegala District, in the North-Western Province.

Colombo, January 16, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Kadurugollamukalana, situate in the village of Galgamuwa, in Udukaha korale east of the Dambadeni hatpattu of the Kurunegala District, in the North-Western Province, containing in extent 46 acres and 2 perches, exclusive of the road passing through the land, and shown as lot 84 in final village plan No. 447; and bounded as follows: on the north by lot 79½ in final village plan No. 447; on the east by lots 88½, 88A, 85, 84A, and 88½ (road) in final village plan No. 447, and the village limit of Welikare, final village plan No. 446; on the south by lot 161 in final village plan No. 447; and on the west by lots 159, 84c, 89, 90, 96, and 98 in final village plan No. 447.

BY HIS EXCELLENCY THE GOVERNOR.

L 206/27

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by a Proclamation bearing date December 6, 1921, and appearing in *Government Gazette No. 7,233* of December 16, 1921, a tract of forest land, as set forth in the schedule to the said Proclamation, and within the limits therein specified and set forth, was, under the provisions of Chapter II., section 5 and sub-section (b), of "The Forest Ordinance, No. 16 of 1907," declared to be a reserved forest, subject to certain rights:

And whereas it appears to Us expedient that a certain portion of the land so reserved as aforesaid should cease to be reserved:

Now know Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by sub-section (2) of section 6 of "The Forest Ordinance, 1907," do hereby direct that the said land specified and set forth in the schedule given below shall cease to be reserved as from and after the date hereof.

And We do in all other respects confirm the said Proclamation of December 6, 1921.

Colombo, January 19, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Meragollemukalana, lot 88B in final village plan No. 411, in extent 19 acres 3 roods and 19 perches; bounded on the north by lot 87½, east by lots 88½, 96 c, 89, 89A, 91, 90, 93A, 94, 94A, and 94B, south by the village limits of Kiriwanapola and Pahala Wettawa, west by Alawwa-Dampelessa road and reservation; situated in the village of Wennaruwa, in Udukaha korale east in Dambadeni hatpattu in the District of Kurunegala, in the North-Western Province.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 21 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to appoint Mr. A. CHELLAPPA to be Accountant, Colombo Port Commission, with effect from December 15, 1927.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 18, 1928. Colonial Secretary.

No. 22 of 1928.

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

Mr. F. J. SMITH to be Additional Controller of Revenue from January 11, 1928, until further orders.

Mr. A. L. JAYASOORIYA to act as a Crown Counsel, from January 18, 1928, until further orders.

Mr. L. V. JACOLYN to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Avissawella, from January 16, 1928, until relieved by either Mr. B. L. DRIEBERG or Mr. J. N. VETHAVANAM.

Mr. W. S. STRONG to act as Additional District Judge, Commissioner of Requests, and Police Magistrate, Puttalam, during the absence of Mr. N. MOONESINGHE, from January 19 to 22, 1928, inclusive, or until the resumption of duties by that officer.

Mr. O. G. D'ALWIS to act as Commissioner of Requests and Police Magistrate, Kalutara, on January 21, 1928, during the absence of Mr. R. Y. DANIEL, or until the resumption of duties by that officer.

Mr. E. G. JONKLAAS to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, from January 27 to 30, 1928, inclusive, during the absence of Mr. G. L. DAVIDSON, or until the resumption of duties by that officer.

Mr. H. W. E. DIAS WANIGASEKERA to be Additional Commissioner of Requests, Matale, on January 21, 1928.

Mr. C. L. WICKREMASINGHE to act as Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Galle, during the absence of Mr. C. E. DE SOTO, on January 14 and 15, 1928, or until the resumption of duties by that officer.

Mr. J. WILMOT PERERA to be Additional Police Magistrate, Negombo, on January 20, 1928.

Mr. M. PERERA to act as Additional Police Magistrate, Kandy, on January 21, 1928.

Mr. C. S. AMANIAM to be Additional Police Magistrate, Chavakachcheri, on January 16, 1928.

Mr. T. C. THARU LINGAM to be Additional Police Magistrate, Batticaloa, from January 15 to 21, 1928, inclusive.

Mr. H. H. DAY to act as Superintendent of Prison, Jaffna, from January 21, 1928, until further orders.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 19, 1928. Colonial Secretary.

No. 23 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments, with effect from January 18, 1928, until further orders:—

Mr. E. F. MARSHALL to be District Judge, Additional Commissioner of Requests, and Police Magistrate, Avissawella.

Mr. J. N. VETHAVANAM to act in the Office of Commissioner of Requests and Police Magistrate, Avissawella, and Additional District Judge, Avissawella.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 18, 1928. Colonial Secretary.

No. 24 of 1928.

IT is hereby notified that the Notification appearing in the Gazette of January 6, 1928, relating to the appointment of Mr. L. A. NORTHROFT to act as Superintendent of Prison, Jaffna, is cancelled in so far as it relates to his appointment for the period January 21 to 31, 1928.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 19, 1928. Colonial Secretary.

No. 25 of 1928.

MR. R. M. GYBON-MONYPENNY having been selected by the SECRETARY OF STATE FOR THE COLONIES for appointment as a Cadet in the Civil Service of this Colony, HIS EXCELLENCY THE GOVERNOR

has been pleased to order that he be attached to the Badulla Kachcheri, as from January 16, 1928, until further orders.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 9, 1928. Colonial Secretary.

No. 26 of 1928.

MR. W. D. GUNABATNE having been selected by the SECRETARY OF STATE FOR THE COLONIES for appointment as a Cadet in the Civil Service of this Colony, HIS EXCELLENCY THE GOVERNOR has been pleased to order that he be attached to the Galle Kachcheri, as from January 16, 1928, until further orders.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 9, 1928. Colonial Secretary.

No. 27 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments in the Ceylon Light Infantry to fill existing vacancies:—

To be Second Lieutenants.

Mr. SRI NISSANKA.
Mr. SEMBURUTTI ARACHIGE BENEDICT DE SILVA.
Mr. RASANAYAGAM SABANAYAGAM.
Mr. EDWARD FREDRICK NOEL GRATTAEN.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 12, 1928. Colonial Secretary.

No. 28 of 1928.

HIS EXCELLENCY THE GOVERNOR has ordered that the Commission held by the under-mentioned officer in the Ceylon Light Infantry shall terminate, with effect from January 13, 1928:—

Lieutenant STEPHEN WALTER DIAS BANDARANAYAKA.

By His Excellency's command.

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 18, 1928. Colonial Secretary.

No. 29 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Second Lieutenant CHARLES WOLSELY HAIG-BOVEY of his Commission in the Ceylon Supply and Transport Corps, with effect from January 10, 1928.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 17, 1928. Colonial Secretary.

No. 30 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the **SECRETARY OF STATE FOR THE COLONIES** to recognize **Mr. T. E. WAGNER** as **Honorary Consul of Switzerland at Colombo**, in succession to **Mr. H. FREL**.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 13, 1928. Colonial Secretary.

No. 31 of 1928.

It is hereby notified that **Mr. F. DUPUY**, having returned from leave, has resumed duties as **Consul of France at Colombo**, as from **January 6, 1928**.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 12, 1928. Colonial Secretary.

No. 32 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 4 (4) of Ordinance No. 11 of 1920, to renominate the under-mentioned gentlemen to be Members of the **Local Government Board** :—

The Hon. Mr. A. C. G. WIJEYEKOON.
The Hon. Mr. G. A. WILLE.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 12, 1928. Colonial Secretary.

No. 33 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) of Ordinance No. 18 of 1892, as amended by Ordinance No. 5 of 1925, to appoint **Dr. C. L. S. FERDINANDS**, **Medical Officer of Health, Matale District**, to be a **Member of the Sanitary Board, Matale**, vice **Dr. D. S. M. E. PERERA**.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 13, 1928. Colonial Secretary.

No. 34 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) of Ordinance No. 18 of 1892, as amended by Ordinance No. 5 of 1925, to appoint **Dr. H. A. DIRCKZE**, **Medical Officer of Health, Kurunegala**, to be a **Member of the Sanitary Board, Kurunegala**, vice **Dr. A. M. SAMARASINGHE**.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 13, 1928. Colonial Secretary.

No. 35 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) of Ordinance No. 18 of 1892, as amended by Ordinance No. 5 of 1925, to

appoint **Dr. J. D. V. WIJERATNE**, **Medical Officer of Health, Chilaw**, to be a **Member of the Sanitary Board, Puttalam**, vice **Dr. C. T. WILLIAMS**.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 13, 1928. Colonial Secretary.

No. 36 of 1928.

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

The Hon. Mr. P. B. RAMBUKWELLE.
Mr. J. B. COLES.
Mr. MARTIN M. SMITH.
Mr. GORDON PYPPE.
Mr. CHARLES VAN DER WALL.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 13, 1928. Colonial Secretary.

No. 37 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the proviso to section 23 of Ordinance No. 10 of 1861, to appoint the **Hon. Mr. C. W. W. KANNANGARA** to be an **Additional Member of the District Road Committee, Galle**, for the years 1928, 1929, and 1930.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 19, 1928. Colonial Secretary.

No. 38 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint, under the provisions of Chapter XXVI. of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 31 of 1919, Messrs. **M. B. Werake**, **Korala of Tumpalata pattu east**, **W. A. D. M. Dingiri Banda**, **Korala of Meda pattu**, **W. Nugawela**, **Korala of Gandolaha pattu**, **S. G. M. Kiri Banda**, **Korala of Kandupita pattu north**, **U. V. Jinadasa**, **Korala of Atulugam East**, and **M. Punchi Banda**, **Korala of Meddemadeliya pattu**, to be **Probation Officers for the Judicial District of Kegalla**, the first five officers in place of Messrs. **S. J. Rambukpota**, **K. M. Dingiri Banda**, **A. G. Punchirala**, **S. M. Punchinilame**, and **U. V. Garutarahamy**.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 14, 1928. Colonial Secretary.

No. 39 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of Chapter XXVI. of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 31 of 1919, to appoint **Mr. N. M. ABDULCASSIM**, **Udayar of Mannar East**, to be a **Probation Officer for the judicial division of Mannar Island** for the period of thirteen months from **January 13, 1928**.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 12, 1928. Colonial Secretary.

No. 40 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. JAYEODIMUDIANSSELAGE PAULIN MARTINES PERERA WATTEGAMA ILLANGANRATNE of Matale to be a Notary Public throughout Panadura totamune of Kalutara District, with residence and office at Talpitiya, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 13, 1928. Colonial Secretary.

No. 41 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. DON ANTHONY PERERA RANASINGHE of Florinden, Tudella, Ja-ela, to be a Notary Public throughout the judicial division of Negombo, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 13, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. EDWIN SILVA JAYAWARDENA to be an Additional Registrar of Lands of the Colombo District with effect from January 25, 1928, *vice* Mr. W. DE ZOYSA, transferred.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, January 13, 1928. Colonial Secretary.

THE following appointment made under the proviso to sub-section (3) of section 2 of Ordinance No. 23 of 1927, is hereby notified:—

Mr. EDWIN SILVA JAYAWARDENA to act as Additional Registrar of Lands, Colombo, for fourteen days from January 11, 1928, *vice* Mr. W. DE ZOYSA, transferred.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 10, 1928. Registrar-General.

IT is hereby notified that I have appointed HERAT MUDIYANSELAGE LOKU BANDA HERAT to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Udu Nuwara No. 3 Division, in the Kandy District of the Central Province, for fifteen days, with effect from January 17, 1928, *vice* HERAT MUDIYANSELAGE TIKIRI BANDA, resigned. His office will be at Kumbal-deniye-watta in Ambanwala.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 16, 1928. Registrar-General.

IT is hereby notified that I have appointed ALBERT SAMARATUNGA as Registrar of Marriages (Kandyan and General) of Matale South division, in the Matale District of the Central Province, with effect from January 19, 1928, *vice* J. A. F. SIRIWARDENE transferred. His office will be at the Land Registry, Matale.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 12, 1928. Registrar-General.

IT is hereby notified that I have appointed NELLINATHER KULANDAVALA to act as Deputy Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, for fifteen days, with effect from December 23, 1927, *vice* SEENITAMBI TAMBIPILLAI, on other duty. His office will be at the Civil Hospital, Kalmunai.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, December 22, 1927. Registrar-General.

IT is hereby notified that I have appointed WANNAKU-RALLAYE BUDDHADASA NILAME to act as Registrar of Births and Deaths of Elapata division and of Marriages (Kandyan and General) of Nawadun korale division, in the Ratnapura District of the Province of Sabaragamuwa, for fifteen days, with effect from February 1, 1928, *vice* WANNAKURALLAYE HEENMAHATMAYA, on leave. His office will be at Porohitagama.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 16, 1928. Registrar-General.

IT is hereby notified that I have appointed HAPU-ARACHCHI VIDANELAYE MOHOTTIHAMI to act as Registrar of Births and Deaths of Eratna division, and of Marriages (Kandyan and General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for sixty days, with effect from January 20, 1928, *vice* HAPUARACHCHI VIDANELAYE JAYAWARDANA APPUHAMI, on leave. His office will be at Gedaragawa-alutwatta in Eratna.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 17, 1928. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. DON JAMES HECTOR FERDINANDÓ to act as Registrar of Births and Deaths of Slave Island and Kollupitiya division, in the Colombo District of the Western Province, for four days from January 14, 1928, during the absence of the Registrar, Dr. ADOLPHUS SIMON PETER FERNANDO, on leave. His office will be at No. 4/24, Rifle street, Slave Island, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed HANDAPANGODA MUDALIGE DON CHARLES JAYAWARDANA to act as Registrar of Births and Deaths of Hanwella division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, for twenty-four days from December 20, 1927, during the absence of the Registrar, DON CORNELIS RUPASINHA JAYAWARDANA, on leave. His office will be at Rukhenlanda in Jaltara.

The Additional Assistant Provincial Registrar, Colombo, has appointed HETTIYAKANDAGE LIVINIS FERNANDO JAYAWARDANA to act as Registrar of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for nineteen days from December 27, 1927, during the absence of the Registrar, EMANUEL ABRAHAM SALGADO, on leave. His office will be at Bulugahawatta in Rawatawatta; station: Buddhist Schoolroom at Egodauyana; additional station: Mumbuntuduwe-watta in Indibedda.

The Additional Assistant Provincial Registrar, Colombo, has appointed SUDASINGE DON ARNOLIS SUDASINGHA to act as Registrar of Births and Deaths of Aturugiriya division, and of Marriages (General) of Palle pattu of Hewagam korale division, in the Colombo District of the Western Province, for twenty-seven days from January 5, 1928, during the absence of the Registrar, JASINHGIE DON THEGIS JAYASINHA, on leave. His office will be at Meegahawatta in Dedigomuwa, and additional office at Etambagahawatta in Habarakada.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MAYAKADUWEGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of Kotmale division, in the Nuwara Eliya District of the Central Province, for three days from December 21, 1927, during the absence of the Registrar, WARAHENE LIYANAGE SUGATADASA DE ALWIS GUNETILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MAYAKADUWEGE CORNELIS APPUHAMY to act as Registrar of Births and Deaths of Medapane korale division, and of Marriages (General) of kotmale division, in the Nuwara Eliya District of the Central Province, for nine days from January 2, 1928, during the absence of the Registrar, WARAHENE LIYANAGE SUGATADASA DE ALWIS GUNETILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Assistant Provincial Registrar, Matale, has appointed ALBERT SAMARATUNGA to act as Registrar of Marriages (General) of Matale South division, in the Matale District of the Central Province, for fourteen days from January 5, 1928, *vice* Mr. J. A. F. SIRIWARDENE, transferred. His office will be at the Land Registry, Matale.

The Additional Assistant Provincial Registrar, Galle, has appointed MERENNA DESON SILVA JAYARATNE to act as Registrar of Births and Deaths of Ambalangoda town division, in the Galle District of the Southern Province, for ten days from December 22, 1927, during the absence of the Registrar, RICHARD FRANCIS WEERASINGHE, on leave. His office will be at Civil Dispensary, Ambalangoda.

The Additional Assistant Provincial Registrar, Galle, has appointed BAMMANNE ARACHCHIGE HENDRICK DIAS GUNASEKERA to act as Registrar of Births and Deaths of Kodagoda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on January 11, 12, and 23, 1928, during the absence of the Registrar, DON HENDRICK DIAS YAPA ABAYAGUNAWARDANA, on leave. His office will be at Dangedarawatta *alias* Vitanagewatta at Kodagoda.

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, for six days from January 10, 1928, during the absence of the Registrar, SIMON MENDIS WIJAYASEKERA, on leave. His offices will be at Mulgedarawatta in Ratgama and Gurunnansewatta in Bussa.

The Additional Assistant Provincial Registrar, Galle, has appointed MAWANANEHEWA JOHN CYRIL DE SILVA to act as Registrar of Births and Deaths of Batapola division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on January 12, 1928, during the absence of the Registrar, MAWANANEHEWA JOHN DE SILVA, on leave. His office will be at Maralagodawatta in Batapola.

The Additional Assistant Provincial Registrar, Galle, has appointed ABRAHAM HETTIACHCHI GUNAWARDANA to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on January 16, 1928, during the absence of the Registrar, DON DAVID SURIARACHCHI AMARASEKERA, on leave. His office will be at Wella-addaramahawatta in Hikkaduwa.

The Assistant Provincial Registrar, Matara, has appointed TALPAWILA VIDANA KANKANAMGE DANTIS KUMARAPPERUMA to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the

Southern Province, for two days from December 20, 1927, during the absence of the Registrar, TALPAWILA VIDANA KANKANAMGE HENDRICK DIAS, on leave. His office will be at Mahapadiliyawatta in Dikwella.

The Assistant Provincial Registrar, Matara, has appointed DON MARSELIS PRADINANDIS YAPA to act as Registrar of Births and Deaths of Dondra division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for seven days from January 4, 1928, during the absence of the Registrar, DON DINORIS SURIYA BANBARA PALLAWELA, on leave. His office will be at Kanattewatta in Dondra.

The Assistant Provincial Registrar, Matara, has appointed DON JOHANIS ABEYAGUNARATNA to act as Registrar of Births and Deaths of Telijawila division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for six days from January 9, 1928, during the absence of the Registrar, DON CAROLIS PALIHAWADANA, on leave. His office will be at Kapparagehena in Malimboda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON NIKULAS VIDANATUPPAHI to act as Registrar of Births and Deaths of Walasmulla Upper Division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from December 21, 1927, during the absence of the Registrar, JAMES DAHANAYAKA, on leave. His office will be at Julgahakoruwa in Talahaganwaduwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed MANIKKU BADATURUGE SIMON SILVA to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirty days from January 4, 1928, during the absence of the Registrar, ANDRAYAS DE SILVA WICK-BAMANAYAKA, on leave. His office will be at Viharagodella in Tihawa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed HITIGE DON ANDRAYAS JAYAWARDANE to act as Registrar of Births and Deaths of Katuwana division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from January 6, 1928, during the absence of the Registrar, DON TIYADORIS JAYAWARDANA, on leave. His office will be at Batalakoratuwa *alias* Hitigemahawatta in Horawinna.

The Assistant Provincial Registrar, Hambantota, has appointed DON THEGIRIS EDIRISINA JAYASURIYA to act as Registrar of Births and Deaths of Medawalakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirty days from January 9, 1928, *vice* Registrar, DON DIONIS MUTUMALA JAYASURIYA, suspended. His office will be at Dineshamilokulamayapadinchiwanihiyawatta at Pallemalala.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ARUKATTU PATABENDIGE KARUNADASA EDIRIWIRA JAYASURIYA to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for seven days from January 12, 1928, during the absence of the Acting Registrar, MANIKKU BADATURUGE SIMON SILVA, on leave. His office will be at Viharagodella in Tihawa.

The Assistant Provincial Registrar, Hambantota, has appointed HITIGE DON ANDRAYAS JAYAWARDANE to act as Registrar of Births and Deaths of Katuwana division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from January 12, 1928, during the absence of the Registrar, DON TIYADORIS JAYAWARDANA, on leave. His office will be at Batalakoratuwa *alias* Hitigemahawatta in Horawinna.

The Assistant Provincial Registrar, Jaffna, has appointed TAMPAPILLAI NAGAMUTTU APPADURAI to act as Registrar of Births and Deaths of Tellippalai division, and of

Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for five days from December 19, 1927, during the absence of the Registrar, KANTAVANAM MUTTUKUMARU, on leave. His office will be at Impilchiddi in Tellippalai East.

The Assistant Provincial Registrar, Jaffna, has appointed MAYILVAKANAM SELLATTURAI to act as Registrar of Births and Deaths of Kaddaveli division, and of Marriages (General) of Vsdamaradchi division, in the Jaffna District of the Northern Province, for fourteen days from January 4, 1928, during the absence of the Registrar, MAYILVAKANAM TAMOTARAMPILLAI, on leave. His office will be at Elurupansima in Tunnalai South; station: Koddaiyadi in Karaveddi North.

The Assistant Provincial Registrar, Jaffna, has appointed NAMASIVAYAM SUPPALAH to act as Registrar of Births and Deaths of Kachohay division, in the Jaffna District of the Northern Province, for twenty-nine days from January 2, 1928, during the absence of the Registrar, MAFFANA MUTALIYAR KANAPATHIPILLAI SITAMPARAPILLAI, on leave. His office will be at Kaddaiparittan in Chandampokkaddi; station: Manavalpillai Kiddanki in Kodikamam.

The Assistant Provincial Registrar, Jaffna, has appointed NICKLAPPILLAI PARUNANTU ANTONIPPILLAI to act as Registrar of Births and Deaths of Elutumadduval division, and of Marriages (General) of Tenmaradchi division, in the Jaffna District of the Northern Province, for five days from January 16, 1928, during the absence of the Registrar, NICHOLAPPILLAI SINNAPPU PHILIPPUPILLAI, on leave. His office will be at Chempadu in Mirusuvil.

The Assistant Provincial Registrar, Mannar, has appointed SUPPAR PONNIAH to act as Registrar of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, for ten days from December 22, 1927, during the absence of the Registrar, RAMALINGAM MUTTUCUMARU, on leave. His office will be at Muttucumaravalavu in Vidattaltivu.

The Assistant Provincial Registrar, Mullaittivu, has appointed KATHIRAVELU NARAYANASINGHAM to act as Registrar of Births and Deaths of Chinnacheddikulam East division, and of Marriages (General) of Vavuniya South division, in the Mullaittivu District of the Northern Province, for seven days from December 22, 1927, during the absence of the Registrar, K. PONNIAH, on leave. His office will be at Udaiyavalavu, Periyapuliylankulam.

The Assistant Provincial Registrar, Batticaloa, has appointed KANAPATHIPILLAI NALLATHAMBY to act as Registrar of Marriages (General) of Sammanturai pattu division, in the Batticaloa District of the Eastern Province, for thirty days from January 8, 1928, vice NAKAMANIPILLAI UDAYAR THAMBINATHEAPILLAI, resigned. His office will be at Sammanturai.

The Assistant Provincial Registrar, Trincomalee, has appointed VALLIPURAI PILLAI MUDALIYAR COOMARASAMY to act as Registrar of Marriages (General) of Trincomalee town and Gravets division, in the Trincomalee District of the Eastern Province, for nine days from December 26, 1927, during the absence of the Registrar, THANGIAH AROKIAM PAVILUPILLAI MYLVAGANAM from station. His offices will be at the Land Registry and Jasmine Lodge, Division No. 1, Trincomalee.

The Provincial Registrar, Kurunegala, has appointed PERUMBULI MUDIANSSELAGE CHARLES APPUHAMY to act as Registrar of Births and Deaths of Meda pattu korale east division, and of Marriages (General) of Ka ugampola hatpattu division, in the Kurunegala District of the North-Western Province, for two days from January 4, 1928, during the absence of the Registrar, DINGIRI BANDA WEERASINGHA, on leave. His office will be at Wettawa on Wednesday and at Narangamuwa on Thursday.

The Provincial Registrar, Kurunegala, has appointed MAHANTEMUDIANSSELAGE KIRI BANDA to act as Registrar of Births and Deaths of Weuda and Gannawaya korales division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, on January 11, 1928, during the absence of the Registrar, WIJEKON MUDIANSSELAGE BANDA, on leave. His office will be at Pallegama.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed CHANDRASEKARA BANDAPPUHAMY to act as Registrar of Births and Deaths of Anavilundan pattu north of Sengaloya No. 2 Division, and of Marriages (General) of Pitagal korale north division, in the Chilaw District of the North-Western Province, for eleven days from December 31, 1927, during the absence of the Registrar, HITHAMY MUDALIGE BANDA APPUHAMY, on leave. His office will be at Anavilundawa.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed Dr. CATHEGASAM SIVARATNAM to act as Registrar of Births and Deaths of Chilaw town division, in the Chilaw District of the North-Western Province, for ten days from January 4, 1928, during the absence of the Registrar, Dr. CHARLES FERNANDO, on leave. His office will be at the Civil Hospital, Chilaw.

The Assistant Provincial Registrar, Puttalam, has appointed FRANCIS ANTHONY PILLAI to act as Registrar of Births and Deaths of Puttalam pattu south division, in the Puttalam District of the North-Western Province, for thirty days from January 8, 1928, during the absence of the Registrar, VINASITAMBY RAMALINGAM, on leave. His office will be at Madurankuli.

The Assistant Provincial Registrar, Anuradhapura, has appointed ALFRED SENANAYAKA to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Tamankaduwa palata division, in the Anuradhapura District of the North-Central Province, for nine days from December 23, 1927, during the absence of the Registrar, UKKU BANDA ILANGASINGHE, on leave. His office will be at Gansabhawa building, Topawewa.

The Assistant Provincial Registrar, Anuradhapura, has appointed EKANAYAKE SENEVIRATNE MUTTU BANDA to act as Registrar of Births and Deaths of Unduruwa korale division, and of Marriages (General) of Kalagam palata division, in the Anuradhapura District of the North-Central Province, for fifteen days from January 9, 1928, during the absence of the Registrar, E. KALO BANDA, on leave. His office will be at Unduruwa Hammilawa.

The Provincial Registrar, Ratnapura, has appointed WEERASEKERA MUDIANSSELAGE PUNCHIBANDA to act as Registrar of Births and Deaths of Imbulpe division, and of Marriages (General) of Kadawata korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from January 5, 1928, during the absence of the Registrar, ATTANAYAKA MUKAWETI SAHABANDU MUDIANSSELAGE PUNCHIMAHATMAYA, on leave. His office will be at Pallewatta in Alutnuwara.

The Provincial Registrar, Ratnapura, has appointed KODIKARA KANKANAMGE NICKOLAS APPUHAMI to act as Registrar of Births and Deaths of Mulendiyawala division, and of Marriages (General) of Kolonna korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from January 7, 1928, during the absence of the Registrar, KODIKARA KANKANAMGE METHIAS APPUHAMI, on leave. His office will be at Maragahawatta in Mulendiyawala.

The Provincial Registrar, Ratnapura, has appointed GODAUDAWATTE MUDIANSSELAGE LOKUMAHATMAYA to act as Registrar of Births and Deaths of Dodampe division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three days from January 12, 1928, during the absence of the Registrar, PINNAWALA RUPASINHA MUDALI SENEVIRATNA BANDARA, on leave. His office will be at Hepadeniya in Dodampe.

The Assistant Provincial Registrar, Kegalla, has appointed TALAGAHAWATTE MAHAVIDANA MUHANDIRAMGE CHARLES ILANGASURIYA to act as Registrar of Births and Deaths of Meda pattuwa division, and of Marriages (General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, for fourteen days from January 9, 1928, during the absence of the Registrar, TALAGAHAWATTE MAHAVIDANA MUHANDIRAMGE HONDAHAMY ILANGASURIYA, on leave. His office will be at Talagahawatta in Talgomuwa.

Registrar-General's Office,
Colombo, January 17, 1928.

C. COOMARASWAMY,
Registrar-General.

It is hereby notified that HETTIARATCHIGE DON STEPHEN WIRWARDENA, Registrar of Births and Deaths of Otara palata east division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, holds, with effect from January 1, 1928, his office at Madampellewatta in Otarawadiya, instead of at Millagahawatta in Otarawadiya, as notified in *Government Gazette* No. 7,216 of October 7, 1921.

Registrar-General's Office,
Colombo, January 11, 1928.

C. COOMARASWAMY,
Registrar-General

in Chundikuli, instead of at Pothagarwalavu (The Parsonage) in Chundikuli, as notified in the *Government Gazette* No. 7,446 dated February 13, 1925.

Registrar-General's Office,
Colombo, January 13, 1928.

C. COOMARASWAMY,
Registrar-General.

It is hereby notified that MANNERS ANTONIPILLAI PONNIAH, Registrar of Births and Deaths of Mantai South division, and of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, holds, with effect from December 16, 1927, his office at the Sub-Post Office in Uyilankulam, instead of at the Registrar-valavu, in Perianavatkulam, as notified in the *Government Gazette* No. 7,415 of September 12, 1924.

Registrar-General's Office,
Colombo, January 13, 1928.

C. COOMARASWAMY,
Registrar-General.

It is hereby notified that Dr. G. S. MATHER, Registrar of Births and Deaths, Locality No. 2, Jaffna town, in the Jaffna District of the Northern Province, will, with effect from January 15, 1928, hold his office at Ozone Lodge,

GOVERNMENT NOTIFICATIONS.

"THE MOTOR CAR ORDINANCE, 1927."

J 753/26

REGULATION made by His Excellency the Governor in Executive Council under section 59 (2) of the Motor Car Ordinance, 1927.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 16, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

REGULATION.

The speed limits for the classes of motor cars mentioned in the headings of the second, third, and fourth columns of the schedule to this regulation on all highways in the areas specified in the first column of the said schedule shall be respectively those set out against the said areas in the said second, third, and fourth columns.

Schedule.

	Omnibuses. Miles Per Hour.	Lorries having a Tare exceeding 30 Cwt. Miles Per Hour.	All other Motor Cars and Motor Cycles. Miles Per Hour.
Anuradhapura Local Board area	15	15	15
Batticaloa Local Board area	12	12	15
(a) The area in the town of Colombo included within the following boundaries :—			
The south side of Ward place from Union place to Kynsey road, the east side of Kynsey road, the south and south-east side of Norris Canal road, the north-east side of Kynsey road, and the north-west side of Regent street	12	12	12
(b) The following roads in the city of Colombo :—			
(i.) Kollupitiya road between Deal place and Laurie's road ;			
(ii.) Wellawatta road between Laurie's road and Kirillaponne canal ;			
(iii.) Galle road between Kirillaponne canal and Dehiwala Station road			
Jaffna Urban District Council area	12	12	12
Kalutara Urban District Council area	12	12	20
Kandy Municipal area	12	8	20
Kurunegala Local Board area	15	8	20
Matale Urban District Council area	12	12	20
Matara Urban District Council area	12	12	20
Ratnapura Urban District Council area	12	12	20
Trincomelee Local Board area	12	12	15

Notification under Land Sale Regulations 59 and 60.

L 22/28

NOTICE is hereby given under Land Sale Regulations 59 and 60 that an application has been made to the Government Agent, Province of Sabaragamuwa, by Don Simon Senerat Ratnayake Kiri Banda of Embilipitiya, for the sale to him, without competition, of two allotments of land called Kalagediawewa and Kalagediawewa-kanda, situated at Pallegama, in Diyapotagam pattu of Kolonna korale, in Ratnapura District, in extent 11 acres 2 roods and 3 perches, and more fully described as lots 1 and 2 in preliminary plan No. 3,714, being the area occupied by and submerged by the anicut constructed by the applicant at his own cost for the purpose of irrigating and asweddumizing the area granted to him on Food Production Permit No. 131 of 1922.

As the anicut is indispensable to the cultivation of the area held on the permit, the Government will sell the said lots at the appraised value of Rs. 16 per acre, without competition, to the said Don Simon Senerat Ratnayake Kiri Banda, unless valid cause is shown to the contrary, in writing to the undersigned, within six weeks from the date hereof.

Colonial Secretary's Office,
Colombo, January 20, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

E 323/27

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

Abeyaratne, D. E. W.	..	Public Works Department	..	Sinhalese (b)
Abeyesekera, E. A.	..	Education Office	..	Accounts
Aiyathurai, K.	..	Audit Office	..	Accounts
Chelvathurai, V.	..	Forest Office	..	Tamil (a) and (b)
Chidambarapillai, K.	..	Public Works Department	..	Tamil (a)
Christoffelsz, E. J. M.	..	Colonial Secretary's Office	..	Accounts
De Silva, A. H. H.	..	Statistics Office	..	Sinhalese (a) and (b) and Accounts
De Silva, S. W.	..	University College	..	Sinhalese (a)
D'Zilva, A. D.	..	Audit Office	..	Sinhalese (a)
Dias, B. R.	..	Audit Office	..	Sinhalese (a) and (b) and Accounts
Direkze, G. M.	..	Department of Agriculture	..	Sinhalese (a) and Accounts
Elanganayagam, S.	..	Public Works Department	..	Tamil (a)
Fernando, G. A. W.	..	Statistics Office	..	Sinhalese (a) and (b)
Fernando, M. J.	..	Police Department	..	Accounts
Fernando, W. A.	..	Finger Print Bureau	..	Sinhalese (a)
Gunawardana, H. R.	..	Audit Office	..	Sinhalese (a) and (b) and Accounts
Jansz, F.	..	Audit Office	..	Accounts
Jayarathna, K. M. U.	..	Public Works Department	..	Sinhalese (a) and (b)
Jayasuriya, C. G. P.	..	Land Registry, Anuradhapura	..	Sinhalese (a) and (b)
Kanagaratnam, S. M.	..	Office of the Director of Medical and Sanitary Services	..	Tamil (a)
Kanagasabai, A.	..	Public Works Department	..	Tamil (a) and (b) and Accounts
Kanagasuriam, S.	..	Port Commission Office	..	Tamil (a) and (b)
Kandiah, V.	..	Audit Office	..	Tamil (a)
Kandiah, V.	..	Excise Office	..	Tamil (a)
Kanthasamy, V.	..	Irrigation Office	..	Tamil (a) and (b) and Accounts
Lye, B. S.	..	Government Stores	..	Tamil (a)
Mahesan, K.	..	Public Works Department	..	Tamil (a)
Mailewa, H. B.	..	The Kacheheri, Kurunegala	..	Sinhalese (a) and (b)
Manikavasagar, M.	..	Forest Office, Haputale	..	Accounts
Medagama, M. B.	..	The Kacheheri, Badulla	..	Sinhalese (a) and (b)
Muttuvelu, A.	..	Department of Indian Immigrant Labour	..	Tamil (a)
Mylvaganam, A.	..	Registrar-General's Office	..	Accounts
Nadarajah, A.	..	Audit Office	..	Tamil (a) and (b) and Accounts
Nadarajah, V. A.	..	Forest Office, Kandy	..	Tamil (a)
Nadarajah, V. A.	..	Audit Office	..	Tamil (a) and (b)
Nagalingam, C.	..	Department of Indian Immigrant Labour	..	Tamil (a) and (b)
Nalliah, V.	..	Colonial Secretary's Office	..	Tamil (a) and (b) and Accounts
Namasivayam, T.	..	Public Works Department	..	Tamil (a) and (b)
Niles, R. N. N.	..	Registrar-General's Office	..	Accounts
Oorloff, C. W. M.	..	Colonial Secretary's Office	..	Accounts
Paramanathan, V.	..	Rubber Controller's Office	..	Accounts
Perera, E.	..	Irrigation Department	..	Sinhalese (a)
Perera, K. A.	..	Land Registry, Colombo	..	Sinhalese (a) and (b)
Perera, W. A.	..	Office of the Inspector-General of Police	..	Accounts
Pohath, S. D.	..	Police Court, Gampola	..	Tamil (a)
Ponnuduray, S.	..	The Kacheheri, Puttalam	..	Tamil (a) and (b)
Puvimanasingha, A. E.	..	Irrigation Department	..	Accounts
Rasiah, M.	..	District Court, Jaffna	..	Accounts

Ratnavibhusana, J. D.	..	Audit Office	..	Sinhalese (a) and (b)
Ratnayake, L.	..	The Kachcheri, Badulla	..	Sinhalese (a) and (b)
Rigobert, H. D.	..	Land Registry, Negombo	..	Sinhalese (a) and (b)
Sabaratnam, R.	..	Eduoation Office	..	Tamil (a) and (b) and Accounts
Saravanapavan, S.	..	Forest Office, Kandy	..	Tamil (a) and (b)
Sathasivam, R.	..	Public Works Department	..	Tamil (a)
Serasingha, A. D.	..	Office of the Director of Medical and Sanitary Services	..	Accounts
Silva, D. W.	..	Public Works Department	..	Sinhalese (a) and (b)
Silva, K. E.	..	Office of the Inspector-General of Prisons	..	Accounts
Soysa, W. P.	..	Stamp Office	..	Accounts
Suntharam, V.	..	Land Settlement Office	..	Accounts
Swaminatha Aiyer, N.	..	Forest Office, Kandy	..	Tamil (a) and (b)
Swaminathan, M.	..	Office of the Inspector-General of Police	..	Tamil (a) and (b)
Tamby Rajah, S. G.	..	Provincial Registrar's Office, Batticaloa	..	Tamil (a) and (b)
Toussaint, C. L. N.	..	Colonial Secretary's Office	..	Sinhalese (a)
Vadivelu, S.	..	Irrigation Department	..	Tamil (a) and (b) and Accounts
Vanderwall, C. G.	..	Audit Office	..	Sinhalese (a)
Wijesingha, L. H.	..	Registrar-General's Office	..	Accounts

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

Abeyeratne, D. E. W. ; Abeyesekera, E. A. ; Aiyathurai, K. ; Christoffelsz, E. J. M. ; De Silva, A. H. H. ; Dias, B. R. ; Elanganayagam, S. ; Fernando, M. J. ; Gunawardana, H. R. ; Kanagasabai, A. ; Kanthasamy, V. ; Manikavasagar, M. ; Mylvaganam, A. ; Nadarajah, A. ; Nalliah, V. ; Niles, R. N. N. ; Oorloff, C. W. M. ; Paramanathan, V. ; Perera, W. A. ; Rasiah, M. ; Sabaratnam, R. ; Silva, K. E. ; Soysa, W. P. ; Suntharam, V. ; Tamby Rajah, S. G. ; Vadivelu, S. ; Vanderwall, C. G. ; Wijesingha, L. H.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 17, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

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

U 413/27

IT is hereby notified that the Kalutara Urban District Council has, in terms of the above Ordinance, imposed, with the approval of the Governor in Executive Council, for the year 1928, the following rate within the administrative limits of the Kalutara Urban District Council, subject to the provisions of the aforesaid Ordinance :—

Under section 171 (1) (a) : A rate of eight per centum per annum 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.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 17, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

G 1083/27

APPLICATIONS on form General 187 (F 2) from officers in Classes I. and II. of the Clerical Service for transfer to the post of Secretary, District Court, Tangalla, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before January 29, 1928.

By His Excellency's command,

Colonial Secretary's Office,
Colombo January 18, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

G 60/28

APPLICATIONS on form General 187 (F 2) from officers in Classes I. and II. of the Clerical Service for transfer to the post of Chief Clerk, Police Court, Kandy, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before January 30, 1928.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 18, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

G 60/28

APPLICATIONS on form General 187 (F 2) from officers in Class II. of the Clerical Service for transfer to the post of Interpreter, Police Court, Kandy, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before January 30, 1928.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 18, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

"THE STAMP ORDINANCE, 1909."

F 1252/27

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 11, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

COMPANY REFERRED TO.

Inchley, Limited.

K 132/26

IT is hereby notified that the under-mentioned allotment of Crown land called Alutgangoda, situated in the village of Nawakkulama in Megoda Wewutulana of Matombuwa korale in Hurulu palata of Nuwarakalawiya district of the North-Central Province, and occupied with the permission of Government by (1) Amadarage Kira, (2) Poolage Pina, (3) Guruwa Nammaruwage Sobana, (4) Guruwa Nammaruwage Suddana, (5) Punchage Kiriya, (6) Ganithayage Samiththara, (7) Velage Guruwa, and (8) Kirage Tikka, all of Nawakkulama, is set apart as land required for a common purpose, to wit, for the establishment of a Gangoda for the village of Nawakkulama referred to.

Land referred to.

Lot 1 in preliminary plan No. 7,425 called Alutgangoda, containing in extent 4 acres 2 roods and 3 perches; and bounded on all sides by Tisbamba waste Crown land.

By His Excellency's command.

Colonial Secretary's Office,
Colombo, January 13, 1928.

A. G. M. FLETCHER,
Colonial Secretary

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

X 91/27

Excise Notification No. 171.

WHEREAS the Governor in Executive Council has made the following rules under section 31 of "The Excise Ordinance, No. 8 of 1912":

And whereas by the proviso to that section it is provided that in any case of emergency the Governor in Executive Council may by Notification declare any such rule to be in force from a date named therein:

It is hereby notified that the Governor in Executive Council has been pleased to declare that the following rules shall come into force under the said proviso of the said section as and from the date hereof.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, January 10, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

RULES REFERRED TO.

1. The Unofficial Members elected under rule 3 of the rules in Excise Notification No. 85 dated November 17, 1924, and published in the *Government Gazette* No. 7,431 dated November 21, 1924, shall continue in office until March 31, 1928, anything to the contrary contained in the said rules notwithstanding.

2. If during this period any such elected member vacates his office the vacancy created thereby shall be filled by nomination by His Excellency the Governor.

ORDINANCE NO. 15 OF 1889.

U 397/27

IT is hereby notified that His Excellency the Governor in Executive Council has been pleased by virtue of the powers conferred on him by section 15 (1) of Ordinance No. 15 of 1889, as amended by section 6 of Ordinance No. 25 of 1922, to prescribe the following scale of fees in respect of licences to carry on the trade or business of an auctioneer or of a broker or of auctioneer and broker within the Sanitary Board towns of Mullaitivu District:—

Scale of Fees referred to.

	Rs.	c.
Auctioneer and Broker	30	0
Auctioneer	25	0
Broker	25	0

By His Excellency's command.

Colonial Secretary's Office,
Colombo, December 23, 1927.

A. G. M. FLETCHER,
Colonial Secretary.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the contract for the conveyance of mails from July 1, 1928, once daily each way for a period of three years, between Passara and Madulsima Post Offices and intermediate offices.

(a) By motor van or bus or car ; or

(b) By motor lorry.

2. The motor conveyances, when fully equipped and loaded, should not weigh more than three tons.

3. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

4. The contractor will be required to provide such number of motor conveyances as will in the opinion of the Postmaster-General be necessary for the service, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General. The motor conveyances should also be provided at the contractor's cost with a separate locked receptacle for conveying mails. To some convenient part of every such motor shall be affixed, at the cost of the contractor and subject to the approval of the Postmaster-General, a suitable box provided with lock and key for the reception of any letters which may be posted on the road.

5. All tenders should be in duplicate and sealed under one cover, and *should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue*, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Passara and Madulsima" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, February 21, 1928.

7. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

8. Any alteration in the tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

9. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Postmaster-General or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

10. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

11. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor shall not, without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

12. Further particulars regarding the terms of the contract will be found in the contract form, Post Office N 10. Further information about the terms of the contract and any other information can be obtained on application to the Postmaster-General.

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

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

the list of crown defaulting contractors, or any other person to whom the Postmaster-General, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

16. Contracts may not be assigned or sublet without the authority of the tender Board.

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

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

General Post Office,
Colombo, January 12, 1928.

M. S. SRESHTA,
Postmaster-General.

TENDERS are hereby invited for the contract for the conveyance of mails from June 1, 1928, once daily each way for a period of three years, between Badulla, Lunugala, Bibile, Chenkaladi, and Batticaloa Post Offices and intermediate offices.

(a) By motor van or bus or car ; or

(b) By motor lorry.

2. The motor conveyances, when fully equipped and loaded, should not weigh more than three tons.

3. The hours of arrival and departure to be fixed from time to time by the Postmaster-General.

4. The contractor will be required to provide such number of motor conveyances as will in the opinion of the Postmaster-General be necessary for the service, and every such motor before being employed in the service will be subject to the approval of the Postmaster-General. The motor conveyances should also be provided at the contractor's cost with a separate locked receptacle for conveying mails. To some convenient part of every such motor shall be affixed, at the cost of the contractor and subject to the approval of the Postmaster-General, a suitable box provided with lock and key for the reception of any letters which may be posted on the road.

5. All tenders should be in duplicate and sealed under one cover, and *should be addressed to the Chairman of the Tender Board, Office of the Controller of Revenue*, or be sent to him through the post.

6. Tenders should be marked "Tender for the Conveyance of Mails between Badulla and Batticaloa" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, February 21, 1928.

7. Tenders are to be made upon forms which will be supplied upon application to the Postmaster-General, and no tender will be considered unless it is on the recognized form.

8. Any alteration in the tender must bear the initials of the tenderer, otherwise the tender may be treated as informal and rejected.

9. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Postmaster-General or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

10. Security to the amount of one-tenth of the annual subsidy asked will be required in cash for the service.

11. Tenders for above service must be accompanied by a scale of the rates which it is intended to charge the public during the period of the service for the conveyance of passengers, luggage, and parcels, and the quantity of luggage per passenger allowed to be conveyed free. When such scale has been accepted by Government, the contractor, shall not without the express permission of Government, increase the rates charged for the conveyance of passengers, luggage, and parcels above the amount shown in the scale, or reduce the allowance of free luggage below the amount therein stated.

12. Further particulars regarding the terms of the contract will be found in the contract form, Post Office N 10. Further information about the terms of the contract and any other information can be obtained on application to the Postmaster-General.

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

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

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

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

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

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

General Post Office,
Colombo, January, 17, 1928.

M. S. SRESHTA,
Postmaster-General.

SCHEDULE of rates are hereby invited for installing electric lights, fittings, &c., for the Warehouse No. 2, Kalutara.

2. The whole of the work to be undertaken on agreement to be entered into monthly by the Deputy Chief Engineer, Electrical Department, Colombo, and the contractor on the basis of his accepted tendered schedule of rates.

3. Schedule, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the Deputy Chief Engineer, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. to 2 P.M.).

4. Schedule of rates must be submitted on forms to be obtained from the Office of the Deputy Chief Engineer, Colombo, duly dated, signed, and forwarded in securely sealed envelopes addressed to the Deputy Chief Engineer, Electrical Department, Colombo, endorsed on the outside "Schedule of Rates for Installing Electric Lights, &c., for Warehouse No. 2, Kalutara," so as to reach the office on or before 12 noon on Saturday, February 4, 1928.

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

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

7. No contract will 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 the Crown defaulting contractors, or any other person to whom the Deputy Chief Engineer, Electrical 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.

D. J. WIMALASURENDERA,
Deputy Chief Engineer.

Government Electrical Department,
Colombo, January 12, 1928.

TENDERS are hereby invited for supplying and installing 1 (One) 5-h.p. Kerosine Petrol Engine with belt driven 1½ K. W., 50/75 Volt Dynamo, and a set of 50 Volt 84 A. H. Batteries, erected complete with cooling tank, battery stand and battery charging switch board, with all necessary gear and battery given 1st charge at Warehouse No. 2, Kalutara.

Tenders should reach this office on or before February 4, 1928.

D. J. WIMALASURENDERA,
Deputy Chief Engineer.

Government Electrical Department,
Colombo, January 12, 1928.

SCHEDULES of rates are hereby invited for erecting overseer's quarters and cooly lines, 5th mile, Veyangoda-Negombo road.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Negombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the originals addressed to the Provincial Engineer, Western Province North, Colombo, and the duplicates addressed to the District Engineer, Negombo, endorsed on the outside "Schedules of Rates for Erecting Overseer's Quarters and Cooly Lines, 5th mile, Veyangoda-Negombo Road," so as to reach the offices of the foregoing officers on or before 12 noon on February 10, 1928. All imported articles, such as paint, cement, fittings for doors and windows, C. I. sheets for valley guttering, and Dudley's portable latrine, 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, Western Province North, 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.

E. W. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, January 18, 1928.

SCHEDULES of rates are hereby invited for additions and improvements to Warehouse Teak Store, Kalutara South.

2. The whole of the work is to be undertaken on an agreement to be entered into between the District Engineer, Kalutara, and the contractor on the basis of the accepted tendered schedule of rates and subject finally to the approval of the Provincial Engineer, Western Province South. Payment will be made by agreements at the accepted rates. Contractors will be required to state in their tenders the time required to carry out the work.

3. Plans, specification, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Kalutara, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays, 9.30 A.M. and 1 P.M.).

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer, Kalutara, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province South, Torrington square, Colombo, and the duplicate addressed to the District Engineer, Kalutara, endorsed on the outside "Schedules of Rates for Additions and Improvements to Warehouse Teak Store, Kalutara South," so as to reach the offices of the foregoing officers on or before 12 noon on January 31, 1928.

5. The tendered rates must be entered in ink, and any alterations must bear the initials of the tenderer and witnesses. Any altered tender not bearing such initials will be treated as informal and rejected.

6. Before tender forms can be issued the intending contractor must deposit a sum of Rs. 25 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer, Kalutara. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer, but if any tender is accepted and the tenderer fails to enter into a contract when called upon to do so, his deposit will be forfeited.

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

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.

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.
Colombo, January 18, 1928.

TENDERS are hereby invited for the maintenance of the following services in the Kalutara District for a period of seven months from March 1, 1928, to September 30, 1928:—

- (1) Maintenance of Government buildings.
- (2) Maintenance of police stations and buildings.
- (3) Maintenance of hospitals and dispensaries.

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

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

4. Tenders (in the shape of a percentage "Off" or "On" the prices shown on the schedules of prices) must be submitted separately for each service given above on forms

to be obtained from the Office of the District Engineer, Kalutara, in duplicate, together with a copy of schedule of prices. The forms duly filled in, signed and dated, to be forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province South, Colombo, and the duplicate addressed to the District Engineer, Kalutara, endorsed on the outside "Schedule of Rates for Government Buildings, Police Stations, &c., Kalutara District" (as the case may be), so as to reach the offices of the foregoing officers on or before 12 noon on February 10, 1928.

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

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

7. Before tender forms are issued, intending contractors must deposit at the General Treasury or local Kachcheri a sum of Rs. 25 and the receipt must be handed to the District Engineer, Kalutara. The deposit will be refunded one month after the successful contractor has begun work; but will be forfeited to Government if, a tender being accepted, the tenderer does not take steps to enter into a contract and go on with the works when called upon to do so.

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 any contract or in any one item to any one contractor.

E. W. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, January 18, 1928.

SCHEDULES of rates are hereby invited for constructing a set of permanent cooly lines at Polonnaruwa, Maradankadawela District.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Maradankadawela, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, 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, Maradankadawela, 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 on forms to be obtained from the Office of the District Engineer, Maradankadawela, 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, Maradankadawela, endorsed on the outside "Schedule of Rates for Constructing a Set of Permanent Cooly Lines at Polonnaruwa, Maradankadawela District," so as to reach the offices of the foregoing officers on or before 12 noon on February 24, 1928. All the following imported articles, cement, fittings for doors and windows, paint, linseed oil, and tiles, will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of cost of these materials for the items which necessitate their use.

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

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

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, January 18, 1928. for Director of Public Works.

SCHEDULE of rates are hereby invited for rebuilding cooly lines at Hawa Eliya, Nuwara Eliya.

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

3. The drawings, specifications, 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. Schedule 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 for Rebuilding Cooly Lines at Hawa Eliya, Nuwara Eliya," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, January 30, 1928. All imported materials such as cement, corrugated iron roofing, powder, fuze, and oil 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. Each schedule of rates must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging, if called upon, to become security for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each schedule.

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

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, January 18, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for all works in connection with water supply, Jaffna Hospital.

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

* 3. The drawings, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Jaffna, 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, Jaffna, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Jaffna, endorsed on the outside "Schedule of Rates for Water Supply, Jaffna Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on January 31, 1928. 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, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, January 18, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for all works in connection with construction of a two-storey ward of 24 beds, Jaffna Hospital.

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

3. The drawings, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Jaffna, and 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, Jaffna, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Jaffna, endorsed on the outside "Schedule of Rates for Two-Storey Ward, Jaffna Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on January 31, 1928.

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, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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.

E. W. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, January 18, 1928.

SCHEDULES of rates are hereby invited for all works in connection with additions to District Court, Jaffna.

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

3. The drawings, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Jaffna, 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, Jaffna, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Jaffna, endorsed on the outside "Schedule of Rates for Additions to District Court, Jaffna," so as to reach the offices of the foregoing officers on or before 12 noon on January 31, 1928. 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, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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.

E. W. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, January 16, 1928.

SCHEDULES of rates are hereby invited for all works in connection with widening and improving Punnalai road.

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

3. The drawings, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Jaffna, 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, Jaffna, in duplicate, duly signed and dated and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Jaffna, endorsed on the outside "Schedule of Rates for Widening and Improving Punnalai Road" so as to reach the offices of the foregoing officers on or before 12 noon on February 2, 1928. 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, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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.

E. W. BARTHOLOMEW,
Public Works Office, for Director of Public Works.
Colombo, January 16, 1928.

SCHEDULES of rates are hereby invited for all works in connection with the construction of an operating theatre, Mannar Hospital.

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

3. The drawings, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Jaffna, 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, Jaffna, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Jaffna, endorsed on the outside "Schedule of Rates for an Operating Theatre, Mannar Hospital," so as to reach the offices of the foregoing officers on or before 12 noon on February 3, 1928. 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, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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.

E. W. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, January 18, 1928.

SCHEDULES of rates are hereby invited for all works in connection with the construction of quarters for the Excise Inspector, Anuradhapura.

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

3. The drawings, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Anuradhapura, 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. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Anuradhapura, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Anuradhapura, endorsed on the outside "Schedule of Rates for Quarters for Excise Inspector, Anuradhapura," so as to reach the offices of the foregoing officers on or before 12 noon on January 31, 1928. 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, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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.

E. W. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, January 16, 1928.

SCHEDULES of rates are hereby invited for additions and improvements to District Engineer's quarters, Chilaw.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Chilaw, any week day between the hours of 9.30 A.M. and 4.20 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedule of rates must be submitted on forms, a specimen of which can be seen in the Office of the District Engineer, Chilaw, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Chilaw, endorsed on the outside "Schedules of Rates for Additions and Improvements to District Engineer's Quarters, Chilaw," so as to reach the offices of the foregoing officers on or before 12 noon on January 30, 1928. All imported articles stated in the specification 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. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, North-Western Province, Kurunegala, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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.

E. W. BARTHOLOMEW,
for Director of Public Works.

Public Works Office,
Colombo, January 18, 1928.

SCHEDULES of rates are hereby invited for the extension of the Ratnapura-Palawella road *via* Kotamulla 4th and 5th miles.

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

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 District Engineer, Ratnapura, 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, Ratnapura. Imported materials such as cement, steelwork for bridges, blasting materials, iron

rails, expanded metal, steel bars, &c., will be supplied, and the rates should be exclusive of the costs of these materials. 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, Ratnapura, endorsed on the outside "Schedules of Rates for the Extension of the Ratnapura-Palawella Road *via* Kotamulla" so as to reach the offices of the foregoing officers on or before 12 noon on Tuesday, January 31, 1928.

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 which may be necessary in the execution of the work included in any agreement.

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

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.

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.
Colombo, January 18, 1928.

TENDERS are hereby invited for the under-mentioned supply of timber in the log to the Jaffna Depôt during 1927-1928. The work is to commence within one month of the intimation of acceptance of tender. Details of work and the area of exploitation are given in the schedule below.

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

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

4. Tenders should be marked "Tender for Supply of Timber in the Log to Jaffna Depôt, Northern Division," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, February 7, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Forest Office, Jaffna, which can be applied for by post or personal application. No tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tender may be treated as informal and rejected.

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

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

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

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

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

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

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

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

14. Tenderers before tendering should inspect the areas of operation as shown in the schedule and forward a statement to that effect to the Divisional Forest Officer, Northern Division, Jaffna, when applying for tender forms.

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

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

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

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

GENERAL CONDITIONS.

(a) Trees are to be felled within one foot from the ground by saw alone.

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

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

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

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

(f) The work is to commence within one month of signing the contract, and should be completed before August 30, 1928. 25 per cent. of the logs should be supplied by May 15, 1928; 50 per cent. by June 30, 1928; and the balance by August 30, 1928.

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

(h) For failure to have the required specified quantity of logs delivered at the delivery depôt, the contractor shall be liable to a fine of Rs. 20 for each log not delivered by August 30, 1928. He will also be liable to a similar fine for every tree not felled on or before May 31, 1928.

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

(j) The contractor shall observe the provisions of by-law 9 (a) under section 18 of Vehicle Ordinance, No. 4 of 1916, which runs as follows:—

It shall not be lawful for any person to do any of the following acts: (a) to load and cart with timber or other substance of more than 20 feet in length without having one end thereof secured to another sling cart.

Schedule.

To fell and log 227 palu trees 5 feet and over in girth, enumerated and marked by the Range Forest Officer,

Jaffna, in two demarcated blocks of forest 66 chains by 51 chains and 52 chains by 35 chains lying between Nallatannivillu, Kondavillu, and Ilanthaivillu, and transport the converted logs by cart to seashore and thence by boat to Jaffna, where they are neatly to be stacked at the Government Depôt in such a manner as the Depôt-keeper may direct.

Distance of transport by cart to seashore is 10 to 12 miles, and by boat to the Jaffna Depôt 30 miles.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, January 11, 1928.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the under-mentioned private properties of long-sentenced prisoners of Welikada Prison will be sold by public auction at the Welikada premises, at 11 A.M., on January 31, 1928:—

63 sarongs	4 pairs socks
41 banians	3 towels
15 cloths	2 suspenders
28 belts	1 shawl
19 shirts	3 blankets
23 handkerchiefs	1 canvas bag
11 coats	1 cap
4 pairs long trousers	3 hats
1 pair short trousers	1 piece leather
2 ties	2 padlocks
3 pairs shoes	1 steel trunk
2 pairs boots	1 penknife
1 white metal toe ring	1 white metal earpick
4 brass studs	1 pair brass links
13 shop studs	

C. C. SOHOKMAN,
Superintendent.

NOTICE is hereby given that the under-mentioned Brands of confiscated liquor will be sold by auction at the Office of the Excise Commissioner, Colombo, on Saturday, February 4, 1928, at 12 noon, in 10 lots:—

12 bottles Gemini Freres No. 1, Brandy
73 pints Schnapps.
3 bottles Schnapps.
17 pints Gemini Freres Brandy.
1 pint Rodger Bleton Brandy.

E. RODRIGO,
for Excise Commissioner.

Office of the Excise Commissioner,
Colombo, January 7, 1928.

THE under-mentioned articles will be sold by public auction at Bogambra Prison premises on Saturday, February 11, 1928, at 11 A.M.:—

800 jungle sticks (weighing 5 cwt. 3 qrs.) suitable for firewood.

Bogambra Prison,
Kandy, January 7, 1928. C. P. BROHIER,
Superintendent of Prisons.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended January 14, 1928.

Births.—The total births registered in the city of Colombo in the week were 197 (13 Burghers, 118 Sinhalese, 26 Tamils, 26 Moors, 10 Malays, and 4 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 39.1, as against 38.7 in the preceding week, 44.5 in the corresponding week of last year, and 32.6 the weekly average for last year.

Deaths.—The total deaths registered were 148 (9 Burghers, 78 Sinhalese, 29 Tamils, 23 Moors, 4 Malays, and 5 Others). The death-rate per 1,000 per annum was 29.4, as against 35.2 in the previous week, 34.2 in the corresponding week of last year, and 27.6 the weekly average for last year.

Infantile Deaths.—Of the 148 total deaths, 33 were of infants under one year of age, as against 35 in the preceding week, 30 the corresponding week of the previous year, and 30 in the average for last year.

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

Principal Causes of Death.—1. (a) Twenty-six deaths from *Pneumonia* were registered, 9 in Maradana hospitals (including 5 deaths of non-residents), 4 in Slave Island, 3 in Kotahena South, 2 each in St. Paul's, New Bazaar, Maradana North, and Wellawatta South, and 1 each in San Sebastian and Maradana South, as against 33 in the previous week and 19 the weekly average for last year.

(b) Seven deaths from *Influenza* were registered, 2 in Kotahena North, and 1 each in Pettah, St. Paul's, New Bazaar, Maradana North, and Slave Island. The number registered during the previous week was also 7, and the weekly average for last year was 6.

(c) Two deaths from *Bronchitis* were registered, 1 each in Maradana hospital and Maradana South, as against 3 in the previous week and 3 the weekly average for last year.

2. (a) Eleven deaths from *Phthisis* were registered, 4 in Maradana hospitals (including 2 deaths of non-residents), 2 in Slave Island, and 1 each in St. Paul's, San Sebastian, Kotahena North, Maradana East, and Maradana South, as against 23 in the previous week and 11 the weekly average for last year.

(b) Two deaths from *Phthisis* of residents of Colombo town occurred at the Tuberculosis hospital, Ragama, during the week.

3. Three deaths from *Enteric Fever* were registered, 2 in Slave Island and 1 in St. Paul's, as against 2 in the previous week and 2 the weekly average for last year.

4. One death from *Plague* was registered in Maradana North, same as the number registered in the previous week and the weekly average for last year.

5. Eleven deaths were registered from *Debility*, 7 from *Puerperal Septicæmia*, 4 each from *Diarrhoea* and *Infantile Convulsions*, 3 from *Enteritis*, 2 each from *Dysentery*, *Tetanus*, and *Accidents* (one due to drowning and the other to motor car), 1 from *Worms*, and 62 from *Other Causes*.

6. Thirty-eight cases of *Chickenspot*, 6 of *Measles*, 5 of *Enteric Fever*, and 1 of *Plague* were reported during the week, as against 41, 3, 8, and 1, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 79.7°, against 78.8° in the preceding week and 79.0° in the corresponding week of the previous year. The mean atmospheric pressure was 29.957 in., against 29.944 in. in the preceding week and 29.868 in. in the corresponding week of the previous year. The total rainfall in the week was 3.35 in., against 0.13 in. in the preceding week and 1.54 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, January 17, 1928.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE ROTHIMAY ESTATES, LIMITED.

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

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand (50,000) 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.
I. W. AITKEN, Colombo	One
H. HOPWOOD, Colombo	One
R. W. FOWKE, Colombo	One
M. D. CRICHTON, Colombo	One
G. L. LYON, Colombo	One
SYDNEY JULIUS, Colombo	One
W. K. S. HUGHES, Colombo	One
Total Shares taken ..	Seven

Witness to the above signatures, at Colombo, this Seventh day of December, 1927 :

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

ARTICLES OF ASSOCIATION OF THE ROTHIMAY 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 Rothimay Estates, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 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 with it 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 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 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 of favour.

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REFERENCE SHARES.

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

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

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

BORROWING POWERS.

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Rothiemay Estates, Limited.

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

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

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

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. I. W. Aitken, G. L. Lyon, and H. Hopwood, all of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

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

No Director shall be disqualified from holding office by reason of entering into any contract with, or doing any work for the Company, or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being agent, or secretary, or solicitor, or broker.

or being a member of a firm who are agents or secretaries, or 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 Morningside estate and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

111. The Directors may meet for the despatch of business, adjourn, and otherwise regulate their meetings at such places and times and in such manner as they may think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined, two Directors shall be a quorum.
112. A Director may at any time summon a meeting of Directors.
113. The Board may elect a Chairman of their meetings and determine the period for which he is to hold office, and all meetings of the Directors shall be presided over by the Chairman, if one has been elected and if present, but if there be a vacancy in the office of Chairman or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.
114. Any question which shall arise at any meeting of the Directors shall be decided by a majority of votes, and in case of an equality of votes the Chairman thereof shall have a casting vote in addition to his vote as a Director.
115. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such committee, either wholly or in part and either as to persons or purposes, but every committee so formed shall, in exercise of the powers delegated to it, conform to all such regulations as may be prescribed by the Board. All acts done by any such committee, in conformity with such regulations and in the fulfilment of the purposes of their appointment, but not otherwise, shall have the like force and effect as if done by the Board.
116. The meetings and proceedings of such committees shall be governed by the provisions herein contained for regulating the meetings and proceedings of Directors, so far as the same are applicable thereto, and are not superseded by the express terms of the appointment of such committee respectively, or any regulation imposed by the Board.
117. The acts of the Board or of any committees appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment or qualification of any Director or of any member of the committee, be as valid as if no such vacancy or defect had existed, and as if such person had been duly appointed or qualified, provided the same be done before the discovery of the vacancy or defect.
118. A resolution in writing signed by all the Directors for the time being in Ceylon shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted.
119. The Directors shall cause minutes to be made in a book or books to be provided for the purpose—
- (1) Of all appointments (a) of officers and (b) committees made by the Directors.
 - (2) Of the names of the Directors present at each meeting of the Directors.
 - (3) Of the names of the members of the committee appointed by the Board present at each meeting of the committee.
 - (4) Of all orders made by the Directors.
 - (5) Of all resolutions and proceedings of all General Meetings of the Company.
 - (6) Of all resolutions and proceedings of all meetings of the Directors.
 - (7) Of all resolutions and proceedings of all meetings of committees appointed by the Board.
120. All such minutes shall be signed by the person who shall have presided as Chairman at the General Meeting, the Board Meeting, or Committee Meeting at which the business minuted shall have been transacted, or by the person who shall preside as Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to have been signed by any Chairman of any General Meeting, Board Meeting, or Committee Meeting, respectively, shall, for all purposes whatsoever, be *prima facie* evidence of the actual and regular passing of the resolutions, and the actual and regular transaction or occurrence of the proceedings and other matters purporting to be so recorded, and of the regularity of the meeting at which the same shall appear to have taken place, and of the Chairmanship and signature of the person appearing to have signed as Chairman, and of the date on which such meeting was held.

AGENTS AND SECRETARIES.

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

ACCOUNTS.

122. The Agent or Secretary, or the Agents or Secretaries, for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company, as the Directors think fit.
123. The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations, the accounts and books of the Company or of any of them shall be open to the inspection of the Shareholders, and no Shareholder shall have any right of inspecting any account or book or document of the Company except as conferred by Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.
124. At the Ordinary General Meeting in every year the Directors shall lay before the Company a statement of the income and expenditure of the Company for the previous financial year, and a balance sheet containing a summary of the property and liabilities of the Company made up to the end of the same period.
125. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year the whole amount of such item shall be stated with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.
126. The balance sheet shall contain a summary of the property and liabilities of the Company arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies Ordinance, 1861," or as near thereto as circumstances admit.

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

L. W. ATKEN, Colombo.

H. HOPWOOD, Colombo.

R. W. FOWKE, Colombo.

M. D. GRIGHTON, Colombo.

G. L. LYON, Colombo.

SYDNEY JULIUS, Colombo.

W. K. S. HUGHES, Colombo.

Witness to the above signatures, at Colombo, this Seventh day of December, 1927 :

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

MEMORANDUM OF ASSOCIATION OF THE WARAKANDE (CEYLON) ESTATES COMPANY, LIMITED.

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

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights, or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever, and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable, or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company or the mortgages, debentures, or obligations of any company or person or partly one and partly other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number 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.
D. C. WILSON, Colombo	One
G. P. MADDEN, Colombo	One
ROY WILLIAMS, Colombo	One
J. M. GLASSE, Colombo	One
A. G. MILWARD, Colombo	One
C. M. NELSON, Colombo	One
J. J. COON, Colombo	One
Total Shares taken	Seven

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

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

ARTICLES OF ASSOCIATION OF THE WARAKANDE (CEYLON) ESTATES COMPANY, LIMITED.

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

The Company may, by special resolution, alter and make provisions instead of, or in addition to, any of the regulations of the Company, whether contained or 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 Warakande (Ceylon) Estates Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

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

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

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

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

SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares, except when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion as nearly as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, 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 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 in case of shares not fully paid up, to any person not approved of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declinature shall be absolute.

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

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

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

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

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

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

64. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting shall be given either by advertisement in the *Ceylon Government Gazette*, or 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.

64. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

65. Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and discuss any report and any accounts

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

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

67. No business shall be transacted at any General Meeting, except the declaration of a dividend recommended by a report of the Directors or election of a Chairman, unless there shall be present or represented at the commencement of the business two or more Shareholders entitled to vote, or persons holding proxies or powers of attorney from 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 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 by attorney at any meeting unless all calls due from him on his shares have been paid.

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 Warakande (Ceylon) Estates Company, Limited.

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

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

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

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

DIRECTORS.

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

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

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

87. The first Directors shall be Mr. John Frederick William Brockman of Owilikande estate, Matale, Ceylon, and Messrs. Thomas Lister Villiers and Daniel Cottier Wilson of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

88. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, Managing Director, and (or) Agent, Visiting 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 91.

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company, or Trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of six 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 Owilikande and Warakumbura estates, and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

103. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors, subject to the provisions of Article No. 123, 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 from time to time at their discretion to set apart out of the funds of the Company annually before the declaration of a dividend such sums of money as they may think fit to form a reserve fund to meet liabilities and contingencies of the Company, and the moneys so set apart shall not be applicable for any other purpose than for the meeting of liabilities and contingencies of the Company, unless otherwise determined by the Directors, and if they so determine they shall have power at their discretion to apply the same or such portion thereof to meet capital expenditure or to pay or equalize dividends in any year or for such other purpose as the Directors think fit for the benefit of the Company.

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

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

107. The Directors shall have power to provide for a superannuation or pension fund for the Company's employees and to pay into the account of such fund such sums out of the funds of the Company as they shall deem expedient annually before the declaration of a dividend, and the money so set apart shall not be applicable to any other purpose, unless otherwise determined by a special resolution of the Shareholders of the Company.

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.

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

109. 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.

110. 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.

111. 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 special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

112. 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 standing to the credit of the funds of the Company or any other 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.

- (g) Upon any Director, Manager, or other officer or servant of the Company retiring from his office or duties to grant him in consideration of his services to the Company such sum of money, pension, or annuity as they may think fit, but in the case of a Director such grant shall be subject to ratification by a General Meeting and shall only become operative on such ratification being obtained.
- (h) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad, and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.

PROCEEDINGS OF DIRECTORS.

113. 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.

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

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

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

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

118. 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.

119. 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.

120. 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.

121. 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 the committees appointed by the Board.

122. 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.

123. The firm of George Stewart and Company, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

124. 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.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

134. 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.

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

136. 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.

137. 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.

138. 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.

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

140. 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.

141. 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.

142. The Directors may, before recommending an 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.

143. 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.

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

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

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

153. 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.

154. 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.

155. Any notice if served by post shall be deemed to have 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.

156. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 152, 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.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

158. 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.

159. 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:

D. C. WILSON, Colombo.

G. P. MADDEN, Colombo.

ROY WILLIAMS, Colombo.

J. M. GLASSE, Colombo.

A. G. MILWARD, Colombo.

C. M. NELSON, Colombo.

J. J. COON, Colombo.

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

MEMORANDUM OF ASSOCIATION OF THE WALABODA TEA AND RUBBER COMPANY, LIMITED.

- 36/2
3/432 ✓
144
144
216
936 ✓
1. THE name of the Company is "THE WALABODA TEA AND RUBBER COMPANY, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is to be established are—
 - (a) To purchase the Walaboda esta'e, situate in the Province of Sabaragamuwa of Ceylon.
 - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
 - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other land or lands, or any share or shares thereof, and any buildings, mines, minerals, mining and mineral properties, and rights, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, movable or immovable, of any kind, and any contracts, rights, easements, patents, licences, or privileges in Ceylon or elsewhere (including the benefit of any trade mark or trade secret) which may be thought necessary or convenient for the purpose of the Company's business, and to erect, construct, maintain, or alter any buildings, machinery, plant, roads, ways, or other works, or methods of communication.
 - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
 - (e) To clear, open, plant, cultivate, improve, and develop the said property or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof, as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural product in Ceylon or elsewhere.
 - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (g) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
 - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon, or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or, for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby, or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests, or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stocks of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate or property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person, or partly one and partly the other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental, or conducive, to the attainment of the objects above mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Six hundred thousand Rupees (Rs. 600,000) divided into Sixty thousand (60,000) shares of Ten Rupees each with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being, or otherwise.

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

Names and Addresses of Subscribers.		Number of Shares taken by each Subscriber.
F. F. ROE, Colombo	.. ..	One
R. J. HARTLEY, Colombo	.. ..	One
A. W. HARRISON, Colombo	.. ..	One
LIONEL BRAY, Colombo	.. ..	One
M. N. WAYMAN, Colombo	.. ..	One
SYDNEY JULIUS, Colombo	.. ..	One
W. K. S. HUGHES, Colombo	.. ..	One
Total Shares taken ..		Seven

Witness to the above signatures, at Colombo, this Eleventh day of January, 1928:

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

ARTICLES OF ASSOCIATION OF THE WALABODA TEA AND RUBBER 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 "Company" means the above-named Company.

The "Ordinance" means and includes "Joint Stock Companies Ordinance, 1861," and any statutory modifications thereof.

"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.

"Written" or "Writing" mean and include words printed, lithographed, represented, or reproduced in any mode in a visible form.

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

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

"Secretary" includes any appointed to perform the duties of Secretary temporarily.

"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) or by attorney at any meeting of which notice specifying the intention to propose such resolution has been duly given.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Six hundred thousand Rupees (Rs. 600,000) divided into 60,000 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 Shareholders 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 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 in case of shares not fully paid up, to any person not approved of by them; and in no case shall a Shareholder or proposed transferee be entitled to require the Directors to state the reason of their refusal to register, but their declination shall be absolute.

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

64a. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Walabodu Tea and Rubber Company, Limited.

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

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

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

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. E. W. Keith of Kondesalle estate, Kandy, and Mr. F. F. Roe, F. H. Layard, and A. Warden of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

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

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being agent, or secretary, or solicitor, or broker,

or being a member of a firm who are agents, or secretaries, solicitors, or brokers of the Company; nevertheless, he shall disclose to the Directors his interest in any contract, work, or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

AGENTS AND SECRETARIES.

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

ACCOUNTS.

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

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

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

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

126. The balance sheet shall contain a summary of the property and liabilities of the Company arranged under the heads appearing in the form annexed to the table referred to in Schedule C to "The Joint Stock Companies Ordinance, 861," or as near thereto as circumstances admit.

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

F. F. ROE, Colombo.

R. J. HARTLEY, Colombo.

A. W. HARRISON, Colombo.

LION L. BRAY, Colombo.

M. N. WAYMAN, Colombo.

SYDNEY JULIUS, Colombo.

W. K. S. HUGHES, Colombo.

Witness to the above signatures, at Colombo, this Eleventh day of January, 1928:

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

MEMORANDUM OF ASSOCIATION OF CEYLON RADIO, LIMITED

Second Publication 223

1. The name of the Company is "CEYLON RADIO, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (a) To purchase and carry on in Ceylon or elsewhere, the business of distributors of Radio apparatus (now carried on in Ceylon by Fentons, Limited), including all electrical and other engineering work connected with Radio engineering, and in particular, to carry on the business of importing, stocking, and selling all materials, accessories, apparatus, and appliances appertaining to the reception and transmission of Broadcasting, Wireless Telegraphy, or Telephony, or any other method of Morse or other signalling.
 - (b) To carry on the business of Radio and Electric Engineers and distributors of apparatus and appliances appertaining to Radio, Telegraphic, Telephonic, Electric, and other like matters in such places in Ceylon, as may from time to time be thought fit.
 - (c) To purchase, construct, repair, sell, hire, or let all such apparatus and appliances and other chattels and things used for any of the above purposes.
 - (d) To enter into contracts with any person or corporation as to any of the objects mentioned in this Memorandum of Association.
 - (e) To obtain all powers and authorities necessary to carry out and extend any of the above objects.
 - (f) To acquire and deal with the property following :—
 - (1) The business property and liabilities of any company, firm, or person, carrying on any business within the objects of this Company.
 - (2) Lands, buildings, easements, and other interests in real estate.
 - (3) Plant, machinery, personal estate, and effects.
 - (4) Patents, patent rights, or inventions, copyrights, designs, trade marks, or secret processes.
 - (5) Shares or stock or securities in or of any company or undertaking, the acquisition of which may promote or advance the interests of this Company.
 - (g) To perform or do all or any of the following operations, acts, or things :—
 - (1) To pay all the costs, charges, and expenses of the promotion and establishment of the Company.
 - (2) To sell, let, dispose of, or grant rights over all or any property of the Company.
 - (3) To erect buildings, plant, and machinery for the purposes of the Company.
 - (4) To make experiments in connection with any business of the Company, and to protect any invention of the Company by letters patent or otherwise.
 - (5) To grant licences to use patents, copyrights, designs, or secret processes of the Company.
 - (6) To manufacture, plant, machinery, tools, goods, and things for any of the purposes of the business of the Company.
 - (7) To draw, accept, and negotiate bills of exchange, promissory notes, and other negotiable instruments.
 - (8) To underwrite the shares, stock, or securities of any other company, and to pay underwriting commissions and brokerage on any shares, stock, or securities issued by this Company.
 - (9) To borrow money or to receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged on the undertaking, or all or any of the assets of the Company, including uncalled capital.
 - (10) To lend money, with or without security, and to invest money of the Company in such manner (other than in the shares of this Company) as the Directors think fit.
 - (11) To enter into arrangements for joint working in business or for sharing profits, or for amalgamation with any other company, firm, or person, carrying on business within the objects of this Company.
 - (12) To promote companies.
 - (13) To sell the undertaking and all or any of the property of the Company for cash, or for stock, shares, or securities of any other company, or for other consideration.
 - (14) To pay for any lands and real or personal, immovable and 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.
 - (15) To provide for the welfare of persons employed or formerly employed by the Company, or any predecessors in business of the Company, and the wives, widows, and families of such persons by grants of money or other aid or otherwise as the Company shall think fit.
 - (16) To subscribe to, or otherwise aid, benevolent, charitable, national, or other institutions, or objects of a public character, or which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.
 - (17) To distribute in specie assets of the Company properly distributable amongst its members.
 - (h) To do all or any of the things hereinbefore authorized either alone, or in conjunction with, or as factors, trustees, or agents for others, or by or through factors, trustees, or agents.
 - (i) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Shareholders is limited.

5. The share capital of the Company is Rs. 100,000, divided into 10,000 shares of Rs. 10 each, with power for the Company to increase or reduce the said capital, and to issue any part of its capital, original or increased, with or without any preference, priority, or special privilege, or subject to any postponement of rights, or to any conditions or restrictions, and so that unless the conditions of issue shall otherwise expressly declare, every issue of shares whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

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.
FRANK TROLLOPE, Colombo	One
E. THOMSON, Colombo	One
M. FENTON, Colombo	One
H. FENTON, Colombo	One
JOS. F. MARTYN, Colombo	One
G. T. HALE, Colombo	One
A. DUNCUM, Colombo	One
F. C. GIBBS, Colombo	One
Total Shares taken ..	Eight

Witness to all the above signatures, at Colombo, this 2nd day of December, 1927 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF CEYLON RADIO, 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 "Ceylon Radio, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is One hundred thousand Rupees (Rs. 100,000), divided into 10,000 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 near 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 near as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

30. Every instrument of transfer must be left at the office of the Company to be registered, accompanied by the certificate for the shares to be transferred and by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of two rupees and fifty cents or such other sum as the Directors shall from time to time determine must be paid to the Company for the registration of every such transfer; upon payment thereof the Directors, subject to the powers vested in them by Article 23, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors may, from time to time, at their discretion, borrow or secure the payment of any sum or sums of money for the purposes of the Company, provided that the Directors shall not without the sanction of a General Meeting of the Company so borrow any sum of money which will make the amount borrowed for the Company and then outstanding, exceed the sum of Rs. 25,000.

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

64A. The accidental omission to give notice of any meeting to or the non-receipt of such notice by any of the Shareholders shall not invalidate any resolution passed at any such meeting.

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

Ceylon Radio, Limited.

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

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

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

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

DIRECTORS.

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

The qualification of a Director shall be his holding in his own right at least 100 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 One thousand Rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

87. The first Directors shall be Messrs. H. Fenton and F. Trollop, both of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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, if any, unpaid on the shares in respect of which he is liable as a present or past Shareholder.

DISQUALIFICATION OF DIRECTORS.

101. The office of the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company, or Trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 9.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of three consecutive months.

No Director shall be disqualified from holding office by reason of entering into any contract with or doing any work for the Company or by reason of his being a member of any corporation, company, or firm which has entered into any contract with, or done any work for the Company, or by reason of his being agent, or secretary, or solicitor, or broker, or being a member of a firm who are agents or secretaries, solicitors, or brokers of the Company; nevertheless, he shall disclose to the Directors his interest in any contract, work, or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

102. The Directors shall have power to carry into effect the purchase of any necessary stocks 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 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 those provisions 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, estate, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may

be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

141. No Shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares ~~where any money 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.

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

143. 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.

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

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

NOTICES.

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

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

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

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

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

151. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 147, 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.

152. 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.

153. 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.

154. 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:

FRANK TROLLOPE, Colombo.

E. THOMSON, Colombo.

M. FENTON, Colombo.

H. FENTON, Colombo.

JOS. F. MARTYN, Colombo.

G. T. HALE, Colombo.

A. DUNCUM, Colombo.

F. C. GIBBS, Colombo.

Witness to all the above signatures, at Colombo, this 2nd day of December, 1927:

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE DENIYAYA TEA AND RUBBER ESTATES COMPANY, LIMITED.

1. The name of the Company is "THE DENIYAYA TEA AND RUBBER ESTATES COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
 - (a) To purchase from D. M. Rajapakse, Esq., J.P., U.P.M., of Deniyaya his group of estates consisting of "Deniyaya" and "Downside" situated in Morawak korale of the Southern Province of the Island of Ceylon.
 - (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
 - (c) To purchase, lease, take in exchange, hire, or otherwise acquire any other estate or estates, land or lands, or any share or shares thereof, and any factories, 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 properties or any portion thereof, and any other land or lands that may be purchased, leased, or otherwise acquired by the Company in Ceylon or elsewhere, or portions thereof as a tea and rubber estate or estates, or with any other products, trees, plants, or crops that may be approved by the Company, and to plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
 - (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects, or to contribute to or subsidize such.
 - (g) To enter into any arrangement or agreement with Government or any authorities and obtain rights, concessions, and privileges.
 - (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise and to lease any factory or other buildings from any company or person.
 - (i) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places, and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, 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 of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered, if and when necessary or thought advisable, elsewhere than in Ceylon.
- (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 "persons" 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 100,000 ordinary shares of 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 Shareholders.
R. E. SOUTHWOOD, Colombo	One
P. J. PARSONS, Colombo	One
ARTHUR BOYS, Colombo	One
W. S. FLINDALL, Colombo	One
W. T. HICKS, Colombo	One
W. K. WILSON, Colombo	One
A. DUNOUM, Colombo	One
	----- Seven -----

Witness to the above signatures, at Colombo, this 20th day of December, 1927:

PIET MACK,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF THE DENIYAYA TEA AND RUBBER ESTATES COMPANY, LIMITED.

The regulations contained in the Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1886," 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 Deniyaya Tea and Rubber Estates Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"Shareholder" means any person whose name is entered in the Register of Shareholders as owner or joint-owner of any shares in the Company.

"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 number 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 ordinary shares of Ten Rupees (Rs. 10) each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct, and they shall have power to add to such new shares such an amount of premium as may be considered expedient.

6. Except so far as otherwise provided by the conditions of issue or by these presents, any capital issued 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 forming the capital of the Company or any of them.

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 may be 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 or for 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 may be 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 one 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 31 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 case of shares registered in the names of two or more persons, the Company shall not be bound to issue more than one certificate to all the joint-holders, and delivery of such certificate to any one of them shall be sufficient delivery to all.

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

34. The executors, or administrators, or the heirs of a deceased sole Shareholder (other than one of several joint holders) shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

35. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of his title, as the Directors think sufficient, be forthwith entitled, subject to the provisions herein contained, to be registered as a Shareholder in respect of such shares; or may, subject to the restrictions 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 34, shall not, from any cause whatever, within twenty-four 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 twenty-four 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 net 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 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 or Secretaries 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 such right or preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine.

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

51. Any meeting for the purpose of the last preceding clause shall be convened and conducted in all respects as nearly as possible in the same way as an Extraordinary General Meeting of the Company, provided that no member, not being a Director, shall be entitled to notice thereof or to attend thereat, unless he be a holder of shares of the class intended to be affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at such 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 Four hundred thousand (Rs. 400,000).

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 Secretaries 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 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 be issued.

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

72. Minutes of the proceedings of every General Meeting whether Ordinary or Extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be signed as soon as practicable by the Chairman of the same meeting, or by the Chairman of the succeeding meeting, and the same when so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

83. The instrument appointing a proxy 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 Deniyaya Tea and Rubber Estates Company, Limited.

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

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

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

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

DIRECTORS.

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

87. The qualification of a Director shall be his holding in his own right at least fifty 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.

88. As remuneration for their services the Directors shall each be entitled to a sum not exceeding Two thousand Rupees annually, 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. The Directors may repay to any Director all reasonable travelling and hotel expenses incurred by him in or about the *bona fide* performance of his duties as a Director including all reasonable travelling expenses to and or from Board Meetings.

89. The persons hereinafter named shall be the first Directors, that is to say, John Anning Loram of Colombo, Don Mathew Rajapakse of Deniyaya, Ralph Edgar Southwood of Colombo, and Lewis Morris Wallace Wilkins of Bentota. 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.

90. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, Managing Director, and (or) 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, 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.

91. 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 Article 92.

92. 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.

93. 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.

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

95. 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.

96. 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.

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

98. 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.

99. 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.

100. 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.

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

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

DISQUALIFICATION OF DIRECTORS.

103. The office of Director shall be vacated—

(a) If he accepts or holds any office or place of profit other than Superintendent, Visiting Agent, Manager, Managing Director, Agent, or Secretary of the Company or trustee for debenture holders.

- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of Article 99.
- (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 being a member of a firm who are agents or secretaries or solicitors, of the Company; nevertheless, he shall disclose to the Directors his interest in any contract work or business in which he may be personally interested, and shall not vote in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

104. The Directors shall have power to carry into effect the acquisition of the said group or estates consisting of Deniyaya and Downside estates; and the lease, purchase, or acquisition of any other lands, estates, or property they may think fit, or any share or shares thereof.

105. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, 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.

106. 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.

107. 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.

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

109. 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.

110. 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.

111. 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 special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

112. In furtherance and not in limitation of, and without prejudice to, the general powers conferred or implied in the last preceding clauses, 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, 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, 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.

113. 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.

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

115. 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 the Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed or holding the same, then, and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

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

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

118. 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.

119. 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.

120. 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.

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

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

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

ACCOUNTS.

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

124. 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.

125. 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.

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, and the statement, report, and balance sheet shall be signed by the Directors.

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. All the accounts of the Company shall be audited at least once in each year and the correctness of the balance sheet ascertained by one or more Auditors.

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

138. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders on account, and in anticipation of the dividend for the then current year.

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 in fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing, maintaining, or extending the buildings and premises of the Company, or for the repair or renewal or extension of the property or plant of the Company or any part thereof, or for any other purposes connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

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

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

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

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

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

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

NOTICES.

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

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

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

152. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 14 shall not be entitled to be given any notices.

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

EVIDENCE.

154. 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.

155. 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 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.

156. 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 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 of 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 aforewritten Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

R. E. SOUTHWOOD.

P. J. PARSONS.

ARTHUR BOYS.

W. S. FLINDALL.

W. T. HICKS.

W. K. WILSON.

A. DUNCUM.

Witness to the above signatures, at Colombo, this 20th day of December, 1927 :

PIET MACK,
Proctor, Supreme Court.

MEMORANDUM OF ASSOCIATION OF THE "LAKMINA" PUBLISHING COMPANY, LIMITED.

- cond publication*
1. THE name of the Company is the "Lakmina" Publishing Company, Limited.
 2. The registered office of the Company shall be situate in Colombo.
 3. The objects for which the Company is established are—
 - (a) To purchase and take over as a going concern the business of newspaper publishers and printers and the "Lakmina" newspaper and connected publications and all other assets of the said business.
 - (b) To carry on in Ceylon business as newspaper proprietors and publishers, news agents, journalists, reporters, stationers, printers, type foundry, block makers, envelope manufacturers, bookbinders, account book makers, box makers, and dealers in, or manufacturers of, any other articles or things of a character similar to the foregoing or any of them or connected therewith.
 - (c) To acquire by purchase or otherwise or to establish periodicals, newspapers, magazines, books, journals, and other literary works or the goodwill thereof, and to carry on the same.
 - (d) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, superintendents, managers, clerks, compositors, binders, machine minders, coolies, and other labourers and servants in Ceylon or elsewhere, and to remunerate at such rate as shall be thought fit.
 - (e) To pay all or any expenses incurred or in connection with or incidental to the formation, promotion, and incorporation of the Company, or to pay brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares, debentures, debenture stock, or securities of the Company.
 - (f) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
 4. The liability of the Shareholders is limited.
 5. The nominal capital of the Company is Rs. 25,000 (Twenty-five thousand Rupees), divided into two thousand five hundred shares of Rs. 10 each, with power to increase or reduce the capital.

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.
GEO. E. DE SILVA, Proctor, Kandy	Fifty (50)
H. SEDIAS DE SILVA, Planter, Mahawela, Matale	Fifty (50)
T. G. JAYAWARDENA, Proctor, Ambalangoda	Fifty (50)
M. G. PERERA, Doctor, Beruwala	Fifty (50)
FRANCIS WICKREMESURIYA, Planter, Ambalangoda	Fifty (50)
K. T. E. DE SILVA, Proctor, Ambalangoda	Fifty (50)
A. A. DE SILVA, Journalist, Colombo	Fifty (50)
Shares taken	350

Witness to above signatures, at Colombo, this 5th day of January, 1928 :

[Second Publication.]

S. F. DE SILVA.

9/12/28

The Ragama Tea and Rubber Company, Limited.

NOTICE is hereby given that the Twenty-first Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Tuesday, February 7, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a final dividend.
3. To elect a Director.
4. To appoint Auditors for 1928.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from January 24 to February 10, 1928, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Colombo, January 17, 1928. Agents and Secretaries.

19/12/28

The Lagos (Ceylon) Rubber Company, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Wednesday, February 8, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for 1928.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from January 25 to February 11, 1928, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Colombo, January 17, 1928. Agents and Secretaries.

The Anglo-Ceylon Rubber Export Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the Anglo-Ceylon Rubber Export Company, Limited, will be held at the registered office of the Company at Imperial Bank buildings, Fort, Colombo, on February 29, 1928, to consider and, if thought fit, to approve the deletion of clause 7 in the Articles of Association, namely:—

"The number of Directors shall not be less than three or more than seven."

and the substitution thereof of the following:—

"The number of Directors shall not be less than two or more than seven."

Should the above resolution be passed by the requisite majority it will be submitted for confirmation as a special resolution to a further Extraordinary General Meeting to be held at the registered office of the Company at Imperial Bank buildings, Fort, Colombo, on March 15, 1928.

for ANGLO-CEYLON RUBBER EXPORT CO., LTD..

J. J. BECKER,

January 17, 1928. Director.

The Arawakumbura Rubber Company, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders will be held at 11.30 A.M. on Thursday, February 2, 1928, at the registered office of the Company, 45, Queen street, Fort, Colombo.

Business.

1. To receive the Directors' report and statement of accounts for the year ended December 31, 1927.
2. To elect a Director.
3. To appoint an Auditor.
4. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from January 25 to February 3, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,

January 18, 1928. Agents and Secretaries.

The Lady Havelock Gardens Company, Limited.

NOTICE is hereby given that the Thirty-second Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 14, Queen street, Fort, Colombo, on Saturday, January 28, 1928, at 11.15 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1927.
2. To declare a dividend.
3. To elect Directors.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 21 to 28, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,

Colombo, January 21, 1928. Agents and Secretaries.

The Kalutara Company, Limited.

NOTICE is hereby given that the Thirty-second Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 14, Queen street, Fort, Colombo, on Saturday, February 4, 1928, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.

5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 21 to February 4, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,

Colombo, January 21, 1928. Agents and Secretaries.

The Dorset Rubber Estate Company, Limited.

NOTICE is hereby given that the Eighteenth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, No. 14, Queen street, Fort, Colombo, on Saturday, January 28, 1928, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from January 21 to 28, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,

Colombo, January 21, 1928. Agents and Secretaries.

Auction Sale.

Valuable House Property at Third Division, Maradana, Colombo.

UNDER commission in case No. 24,684, D. C., Colombo, I will sell by public auction for the recovery of the amount stated in the decree on Saturday, February 11, 1928, at 4 P.M., at the spot:—All that allotment of land, with the buildings standing thereon, bearing assessment Nos. 591, 593, and 595 (Third Division, Maradana) and Nos. 1, 3, 5, 7, and 8 (Norris avenue), situate at Third Division, Maradana; bounded on the north by premises belonging to Mr. Seibel bearing assessment No. 589, on the east by the Pansala property called Sri Sumangala Ramaya, on the south the road called Norris avenue, and on the west by the Third Division, Maradana road; containing in extent 1 rood and 18 12/100 perches.

A. C. KOELMEYER,

Belmont street, Hulftsdorp. Auctioneer and Broker.

Auction Sale.

In the District Court of Colombo.

UNDER decree entered and by virtue of commission issued to me in case No. 26,372 of the District Court of Colombo, I shall sell on Saturday, February 11, 1928, at 4 P.M., at the spot:—(1) All that defined portion of the land called Kahatagahawatta, marked lot B in the plan thereof, situated at Gangodawila, containing in extent 2 roods and 39 76/100 perches; and (2) all that allotment of land called Kahatagahawatta, situated at Maharagama, in extent soil sufficient to plant about 250 coconut plants.

C. P. AMERASINGHE,

119, Hulftsdorp. Auctioneer.

Auction Sale.

Properties at Wegouwa and Medamulla in the District of Negombo.

UNDER decree in case No. 1,689, D. C., Negombo, entered in favour of the plaintiff Kana Nana Kana Rawanna Mana Naranayan Pulle of Negombo against the defendant Thammitage Migel Perera of Medamulla, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 1,881-26, with interest on Rs. 1,750 at 18 per cent. per annum from June 1, 1927, till August 18, 1927, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties by public auction at the respective spots on Thursday, February 9, 1928, to wit:—

At 3 P.M.

1. An undivided 31/32 shares out of the south-western 1/2 share from and out of the two contiguous portions of

land called Gorakagahawatta, situate at Wegourwa in Dasiya pattu of Alutkuru korale, in the District of Negombo, Western Province; which said south-western $\frac{1}{2}$ share is in extent about $1\frac{1}{2}$ acres or $2\frac{1}{2}$ acres, as secondary mortgage.

At 3.30 P.M.

2. An undivided $\frac{31}{32}$ shares of the land in plan No. 54,409 and the thereto adjoining $\frac{3}{5}$ of Godaparahawatta, situate at Medamulla in Dasiya pattu aforesaid; in extent about $3\frac{1}{2}$ acres, excluding an undivided portion in extent 1 rood towards the east, as secondary mortgage.

At 3.45 P.M.

3. An undivided $\frac{31}{32}$ shares of the land called Delgahawattukebella and the thereto adjoining $\frac{11}{20}$ of Delgahawatta, situate at Medamulla aforesaid; in extent about 5 acres and 1 rood, as secondary mortgage.

At 4 P.M.

4. All that allotment of land called Delgahawatta, together with the buildings standing thereon, situate at Medamulla aforesaid; in extent 3 roods and 26 perches, as primary mortgage.

Further particulars from J. E. de Croos, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.

Negombo, January 17, 1928.

Auction Sale.

Valuable Properties at Ragama in the District of Colombo.

UNDER decree in case No. 1,754, D. C., Negombo, entered in favour of the plaintiff Seena Thana Kana Nana Sana Rawanna Mana Ramanadan Chetty of Negombo, against the defendant Norbert Francis Perera Amarasekera Siriwardena of Ragama, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 11,200, with interest on Rs. 5,000 at 20 per cent. per annum from July 17, 1927, and on Rs. 3,000 at 24 per cent. per annum from July 22, 1927, till August 18, 1927, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged by bonds No. 698 dated September 30, 1921, attested by J. P. Ameratunga, Notary, and No. 2,114 dated March 22, 1924, attested by S. K. Wijayarajam, Notary, by public auction at the respective spots on Friday, February 17, 1928, to wit:—

Commencing at 2 P.M.

1. An undivided $\frac{1}{2}$ share from and out of all that contiguous allotments of land called and known as Dambuwa and Niyandagala, situated at Ragama in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent about 72 acres, together with the buildings, trees, and plantations standing thereon, as primary mortgage.

2. An undivided $\frac{1}{2}$ share from and out of all that contiguous allotments of land called and known as Dambuwa and Niyandagala, situated at Ragama aforesaid; containing in extent about 72 acres, together with the buildings, trees, and plantations standing, as secondary mortgage.

3. All that allotment of land marked F out of the land called Delgahawatta alias Ambagahawatta, situate at Ragama aforesaid; and which said lot F is in extent 37.38 perches, as primary mortgage.

4. All that allotment of land marked F out of the land called Delgahawatta alias Ambagahawatta, situate at Ragama aforesaid; and which said lot F is in extent 37.38 perches, as secondary mortgage.

5. All that field called Wetakayagahakumbura, situate at Ragama aforesaid; containing in extent about 14 beras of paddy sowing ground, as primary mortgage.

6. All that field called Nuwaragala, situate at Ragama aforesaid; containing in extent 8 beras of paddy sowing ground, as secondary mortgage.

7. All that field called Polpitiyekumbura, situate at Ragama aforesaid; containing in extent about 2 bushels of paddy sowing ground and the buildings thereon, as secondary mortgage.

Further particulars from Messrs. Ranasinghe & Rahiman, Proctors and Notaries, Negombo, or—

M. P. KURERA & Co.,
Auctioneers.

Negombo, January 17, 1928.

Auction Sale.

15/12/27
UNDER mortgage decree in D. C., Kandy, case No. 35,270 entered in the favour of the plaintiff K. S. A. Andiappa Chetty of Gampola against the defendant H. M. Seneviratne Banda of Dehideniya, I shall sell by public auction at the spot at 2 P.M. on Saturday, February 11, 1928:—

Wekketiyehona, now a tea garden of 6 pelas in paddy sowing extent situate at Dehideniya in Gampola of Yatinuwera, Kandy District, with the plantations and everything thereon.

For further particulars apply to Messrs. Beven & Beven, or to—

ALOY. E. FERNANDO,
Auctioneer and Broker.

1014, Katululle, Kandy.

Auction Sale.

24/12/27
Valuable Bungalows in Nuwara Eliya.

UNDER mortgage decree in D. C., Kandy, case No. 35,542, entered in favour of the plaintiff, Mr. A. J. Vander Poorten of Galagedara, against the defendants, Mr. F. C. Loos of Nuwara Eliya and A. P. R. K. N. Waduganathan Chetty of Kandy, I shall sell by public auction at the respective spots, commencing at 12 noon, on February 11, 1928, the following properties, all situate in the town of Nuwara Eliya, to wit:—

1. *Acacia Cottage* and premises, in extent 1 rood and 34 perches.

2. *Bishops Cottage*, now called *Rosary Lodge*, and premises, in extent 3 roods and 27 perches.

3. All those three allotments of land marked B, C, and D are together described as one property in the figure of survey No. 1914, dated November 11, 1916, made by Mr. H. G. Dias, Licensed Surveyor, as an allotment of land, with the buildings standing thereon, in extent 1 acre 1 rood and 7 perches.

For further particulars apply to Messrs. Silva & Coomaraswamy, Proctors, Kandy, or to—

A. R. WICKREMESEKERE,
Auctioneer.

117, Trincomalee street, Kandy.

25/12/27
Sale by Public Auction under the Partition Decree.

UNDER the decree entered in partition case No. 23,527 of the District Court of Galle, and by virtue of the commission issued to me therefrom, I shall offer for sale by public auction on February 27, 1928, commencing at 2 P.M., at the spot:—

All that land in extent 2 acres 1 rood and 19 perches, together with everything thereon, called Medawatta alias Ihalawatta situated at Omatta in the Bentota-Wallawiti korale of the Galle District, Southern Province; and bounded on the north by Polkandawalalangakumbura, east by Kaluwagahawatta and Gorakagahakumbura, south by Galmullewatta, and on the west by Arambewatta and Nagahatenna estate.

This land, the subject-matter of the action referred to above, will be sold in ten separate blocks, A, B, C, D, E, F, G, H, I, and J in extent 1 rood 3 perches, 26 $\frac{1}{2}$ perches, 26 perches, 37 $\frac{1}{2}$ perches, 28 perches, 1 rood 28 perches, 1 rood 4 $\frac{1}{2}$ perches, 38 perches, 31 $\frac{1}{2}$ perches, and 33 $\frac{1}{2}$ perches respectively, as per plan No. 1,156, made by Mr. R. B. de Zoysa, Licensed Surveyor, Ambalangoda, for the purpose, and filed of record.

The sale thereof will, in terms of the Ordinance No. 10 of 1863, take place first among the co-owners of the property, commencing at the upset price for which each of the lots had been valued, and if not bidden for by any of them in advance, the same will immediately thereafter be sold to the highest bidder among the public.

The other conditions as approved by the court for the purpose will be read out at the spot of the sale.

Further particulars, if necessary, may be obtained from W. E. de Silva, Esq., Proctor, Supreme Court, Lalitha, Randombe, Ambalangoda, or from me—

P. W. GEORGE DE SILVA,
Commissioner.

Ambalangoda, January 13, 1928.

Auction Sale under Mortgage Decree in Case

No. 22,890, D. C., Jaffna. 23/2/28

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction the following lands at the spots and fixed dates:—

1. Land situated at Yannarponnai West called Pungudy, in extent $4\frac{1}{2}$ lachams p.c., of this, exclusive of the extent of 3 lachams p.c. sold on the eastern side, the remaining extent of $1\frac{1}{2}$ lachams p.c., on the western side with shed and cultivated plantations; and bounded on the east by the property of Sultan Mokideen Mokamadu Abdul Cader north and west by the property of S. M. N. Mohideen and shareholders, and on the south by road the whole hereof on Friday, February 10, 1928, at 3 P.M.

2. Land situated at Anaikodai, called Thoockunarakadam Panaveinkkadum, in extent 25 lachams p.c.; and bounded on the east and west by the property belonging to Mohamadu Usanthamby Sultan Abdulcader and wife, north by the property of Kathirgasu Thambiah and Valan Nanni, and on the south by Sangarappillai Vairavanathar, the whole hereof on Friday, February 10, 1928, at 4 P.M.

V. A. DURAYAPPAH,

Jaffna, January 16, 1928. Commissioner.

Auction Sale under Mortgage Decree. 17/2/28

UNDER and by virtue of the decree entered in D. C. Kegalla, case No. 7,426, and commission issued to me, I shall sell by public auction the following properties specially bound and executable, for the recovery of the amount therein stated on Friday, February 3, 1928, commencing at 2 P.M. at the spot, to-wit:—

1. An undivided $\frac{1}{2}$ share of Nagalamulamullakena, now garden, of 1 pela paddy sowing extent.

2. An undivided $\frac{1}{2}$ share of Boraluwehena, now garden, of 7 pelas paddy sowing extent.

3. An undivided $\frac{1}{2}$ share of Kiridenawela of 1 pela in paddy sowing extent, all those lands are situate at Batuwatta in Gandolaha pattu, in Beligal korale, Kegalla District.

D. S. WICKRAMASINGHE,

Kegalla, January 7, 1928. Licensed Auctioneer.

Auction Sale under Mortgage Decree. 19/2/28

UNDER and by virtue of the decree entered in case No. 7,143, D. C., Kegalla, which is now transferred to Awissawella District Court, bearing No. 218, and of commission issued to me therefrom, I shall sell by public auction the following properties, specially bound and executable, for the recovery of the amount therein stated on Saturday, February 11, 1928, commencing at 11.30 P.M. at the spot:—

1. An undivided $\frac{8}{9}$ shares of the land called Delgahawatta, in extent 4 or 6 bushels paddy sowing or 14 acres and 32 perches, situated at Hissella in Gangaboda pattu of Siyane korale, in the Colombo District.

2. An undivided $\frac{1}{6}$ share of mudu land Mahakumbura, Iriyagabakumbura, and Unapandurekumbura, all adjoining each other, containing in extent 18 bushels of paddy sowing, situated at Hissella aforesaid.

D. S. WICKRAMASINGHE,

Kegalla, January 12, 1928. Licensed Auctioneer.

Application for Enrolment as an Advocate. 8/2/28

I, PUNCHI BANDA TENNEKOON, presently of "Hewagiri," Ketawalamulla road, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court to be admitted and enrolled as an Advocate of the said court.

"Hewagiri,"

P. B. TENNEKOON.

January 18, 1928.

Application for Enrolment as an Advocate. 8/2/28

I, DONALD EARDLEY (EARLE) WIJEYWARDENE, of Holmwood, Gonawala, Kelaniya, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court to be admitted and enrolled as an Advocate of the said court.

January 16, 1928.

D. E. WIJEYWARDENE.

Application for Enrolment as a Proctor. 10/2/28

I, KALUHATH HENRY ARNOLD DE ABREW of Kalutara, presently of "Dunbar Cottage," Alston place, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court in the Island of Ceylon to be admitted and enrolled as a Proctor of the said court.

H. A. DE ABREW.

"Dunbar Cottage," Alston place,
Colombo, January 17, 1928.**Application for Enrolment as a Proctor.** 10/2/28

I, JOEL MORRIS THARMANAYAGAM COOKE of Vaddukodai, Jaffna, presently of Manning place, Wellawatta, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and other Judges of the Supreme Court of the Island of Ceylon to be enrolled and admitted as a Proctor of the said court.

J. M. T. COOKE.

Manning place, Wellawatta,
Colombo, January 17, 1928.**Application for Enrolment as a Proctor.** 10/2/28

I, DON PETER ATAPATTU of Nakulugamuwa, Tangalla, presently of No. 9, Castle street, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be enrolled and admitted as a Proctor of the said court.

9, Castle street,

D. P. ATAPATTU.

Colombo, January 16, 1928.

Application for Enrolment as a Proctor. 11/2/28

I, ASELA CHANDRA LALANTHA ABEYESUNDERE of Hikkaduwa, presently of "Abye-Vil," Avondale road, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said court.

A. C. LALANTHA ABEYESUNDERE.

"Abye-Vil," Avondale road,
Colombo, January 18, 1928.**Application for Enrolment as a Proctor.** 10/2/28

I, UPALI AMARASINGHE of Hambantota, presently of "Baroda House," Karlsrhue Gardens, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be enrolled and admitted as a Proctor of the said court.

UPALI AMARASINGHE.

"Baroda House," Karlsrhue Gardens,
Colombo, January 18, 1928.**Application for Enrolment as a Proctor.** 9/2/28

I, HENRY PERERA GUNASEKARA of Batugedara, Ratnapura, presently of "Ladiscot," Darley road, Colombo, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled as a Proctor of the said court.

"Ladiscot,"

H. P. GUNASEKARA.

Darley road, Colombo.

Application for Enrolment as a Proctor. 8/2/28

I, DON ARTHUR EDWIN MEEGAMA of "Gilbert House," Panadure, do hereby give notice that, six weeks hence, I shall apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be enrolled and admitted as a Proctor of the said court.

"Gilbert House,"

D. A. E. MEEGAMA.

Panadure, January 18, 1928.

Application for Enrolment as a Proctor. 9/2/28

I, CECIL HERBERT UDALAGAMA of Ranwala, Walawwa, Kegalla, and presently of "Carlyon," Norris Canal road, Colombo, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and other Justices of the Hon. the Supreme Court of the Island of Ceylon to be enrolled and admitted as a Proctor of the said court.

C. H. UDALAGAMA.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

I hereby give notice that I have on January 6, 1928, applied to the Hon. the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: J. A. D. Victoria, 3, Norris road, Colombo.

Description of licence applied for: Foreign liquor, Hotel and Bar.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Conversion of Restaurant to Hotel and Bar.

Situation of premises to be licensed: 14, Norris road, Colombo.

J. A. D. VICTORIA.

I hereby give notice that I have on November 26, 1927 applied to the Assistant Government Agent, Puttalam, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: Don Marcel Weerasinghe, Madampe.

Description of licence or licences applied for: Hotel and Bar licences for the sale of foreign liquor.

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

Situation of premises to be licensed: Loura Villa, Colombo road, Chilaw.

D. M. WEERASINGHE.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, Eastern Province.

REVISED specification showing lands found to be capable of irrigation by Periyakulam, in Trincomalee District, the names of proprietors, and the contributions payable in respect of each land. All previous specifications, including the one published in Government Gazette No. 7,340 of July 20, 1923, are hereby cancelled.

(a) Lands which pay a maintenance rate of Re. 1-25 per acre per annum for five years from January 1, 1927, to December 31 1931, inclusive. This Rate must be reassessed for 1932.

Preliminary plan No. 3,104.

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.		Amount due.		Area exempted.	Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.
				A.	R. P.	Rs.	c.				
1	(88332)	Thendupallane-	Heirs of K. Kathiramatamby	1	0 6	1	30				1 30
	88333	kovilvayal		0	1 17	0	45				0 45
2	88334	Do.		0	3 35	1	21				1 21

Preliminary plan No. 3,863.

4	(93861)	Vannathuvaddai	S. Kanagasigam	7	2 25	9	57				9 57
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Preliminary plan No. 3,973.

5	94407	Thunduvayal	Heirs of K. Kathiramatamby	0	2 14	0	73				0 73
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Preliminary plan No. 438.

6	A 156	Kaddayvayal	Parupathy, widow of Vytilingam, and 3 others	5	1 18	6	70				6 70
7	B 156	Naduvayal	P. V. Vanniyathamby and others	8	0 18	10	14				10 14
8	C 156	Paladyvayal	K. Kadiramatamby	13	0 24	16	44				16 44
9	D 156	Pallavayal	K. Thamoterampillai and 2 others	4	1 8	6	38				5 38
10	E 156	Do.	P. V. Vanniyathamby and others	8	0 29	10	23				10 23
11	F 156	Do.	C. Vallipurampillai	10	2 25	13	32				13 32
12	G 156	Pandartaduvayal	Heirs of K. Kadiravelpillai and C. V. Visvalingam and others	17	1 32	21	81				21 81
13	H 156	Alavarvayal	Heirs of K. Kathiravelpillai	10	3 25	13	68				13 68
14	I 156	Hayapulavayal	S. Kanagasigam	4	0 26	5	20				5 20
15	3987	Do.	do.	3	1 4	4	9				4 9
16	J 156	Thendupillayar-	Heirs of K. Kathiramatamby	7	2 33	9	63				9 63
		kovilvayal		0	3 37	1	23				1 23
17	3990	Do.	do.	3	3 16	4	81				4 81
18	3988	Udadyiaddavayal	V. Vellupillai	3	3 20	4	84				4 84
19	3989	Do.	do.	0	4	1	28	0	1 30	6	0 54
20	3983	Kaladvayal	K. Ampikaipakar	0	4	1	28	0	1 30	6	0 54
21	3984	Do.	Heirs of K. Kadiravelpillai	4	3 28	6	16	1	0 22	4	1 42
22	3996	Puthuvelikandal-	Heirs of K. Saravanamuttu	9	1 0	11	56				11 56
		vayal		11	3 18	14	83				14 83
23	3997	Do.		Heirs of A. Kadirgamatamby	8	3 24	11	13			
24	3998	Do.	W. L. Seenimuhamatu Levvai	12	2 32	15	88				15 88
25	3999	Murugasentharai	Heirs of Annamma, wife of Subramaniam	12	2 32	15	88				15 88
26	4000 and part of 4001	—	A. Chelliah	15	2 10	19	45				19 45
27	Part of 4001	Kadadytharai	Heirs of K. Saravanamuttu	15	2 10	19	45				19 45
28	3993	Puthuvelivayal	Letchumpillai, wife of Kadirgamatamby	8	2 4	10	66				10 66
29	3994	Do.	Heirs of S. Velupillai	13	1 18	16	70				16 70

Preliminary plan No. 815.

30	9775	Puthuvelivayal	M. P. Ebrahim	7	2 35	9	65				9 65
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Preliminary plan No. 438.

No. of Lot No. or Survey Reference.	Name of Allotment of Land or Field.	Name of Owner.	Extent.			Amount due.		Area exempted.		Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Period of Exemption granted.	Total Amount due.				
			A.	R.	P.	Rs. c.	A.	R.	P.				Rs. c.			
31..	3986..	Marutedvayal	A. A. Namasivayampillai and M. Thulasinathapillai			8	1	5..	10	35..	—	—	—	—	10	35
			230	1	0	287	81	1	2	13	1	96		285	85	

(b) Lands which pay a construction rate of Rs. 2.28 per acre per annum for seven years from January 1, 1927, and maintenance rate of Re 1.25 per acre per annum for five years from January 1, 1927, inclusive. The combined rate is however now reduced to Rs. 2 per acre per annum, Government having accepted the recommendation contained in paragraph 5 of the report of the Irrigation Rates Committee, Sessional Paper XXV. of 1926, that the maximum rate of lands in the dry zone be reduced to Rs. 2 per acre for ten years. Vide the Hon. the Colonial Secretary's letter No. I 13/26 dated April 22, 1927, to the Hon. the Controller of Revenue. The reduced rate will be charged from 1928.

Preliminary plan No. 4,944. Date of Sale: August 3, 1916.

32..	1	Pallamathavadi- vayal	Heirs of K. Saravanamuttu			3	1	19..	6	74..	—	—	—	—	6	74
33..	2	Kumarathuarai	A. Chelliah			4	2	30..	9	38..	—	—	—	—	9	38
34..	5	Do.	do.			1	0	2..	2	3..	—	—	—	—	2	3
35..	6	Do.	do.			0	0	14..	0	18..	—	—	—	—	0	18
			9	0	25	18	33							18	33	

(c) Land to pay a construction rate of Rs. 2.28 per acre per annum for nine years from January 1, 1927, and maintenance rate of Rs. 1.25 per acre per annum for five years from January 1, 1927, to 1931, inclusive. The combined rate is now however reduced to Rs. 2 per acre per annum, Government having accepted the recommendation contained in paragraph 5 of the report of the Irrigation Rates Committee, Sessional Paper XXV. of 1926, that the maximum rate of land in the dry zone be reduced to Rs. 2 per acre for ten years. Vide the Hon. the Colonial Secretary's letter No. I 13/26 dated April 22, 1927, to the Hon. the Controller of Revenue. The reduced rate will be charged from 1928.

Preliminary plan No. 4,945. Date of Sale: November 3, 1919.

36..	1	Cattadvayal	M. Apiramipillai			0	1	11..	0	64..	—	—	—	—	0	64
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Preliminary plan No. 5,446. Date of Sale: April 27, 1920.

37..	1	Kayirapan	S. Canagasingam			0	1	18..	0	73..	—	—	—	—	0	73
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Preliminary plan No. 5,447. Date of Sale: April 27, 1920.

38..	1	Kayirapan	S. Canagasingam			0	0	14..	0	18..	—	—	—	—	0	18
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Preliminary plan No. 5,445. Date of Sale: January 17, 1921.

39..	1	Puthuvelivayal	Achchipillai, widow of Ayathurai, and E. Varnaculasingham			0	1	26..	0	83..	—	—	—	—	0	83
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Preliminary plan No. 5,446. Date of Sale: January 17, 1921.

40..	2	Vyadivettaivayal	V. Velupillai			0	1	8..	0	60..	—	—	—	—	0	60
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Preliminary plan No. 5,623. Date of Sale: May 4, 1922.

41..	1	Pallavayal	P. V. Vanniyatampi Vannipam			0	2	2..	1	3..	—	—	—	—	1	3
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Preliminary plan No. 4,925. Date of Sale: February 9, 1915.

42..	2	Thundiveddaivayal	K. Katramatampi			6	1	0..	12	50..	—	—	—	—	12	50
			8	0	39	16	51							16	51	

New lands taken on the specification which is liable to pay an irrigation rate of Rs. 2 per acre per annum revisable at any time.

43..	7	—	Heirs of K. Cadiravelpillai			0	0	21..	0	26..	—	—	—	—	0	26
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SUMMARY OF PERIYAKULAM SPECIFICATION.

	Extent.			Amount due.	
	A.	R.	P.	Rs. c.	
(1) Lands paying a maintenance rate of Re. 1.25 per acre per annum for five years from January 1, 1927	230	1	0	287	81
(2) Lands paying a maintenance rate of Re. 1.25 per acre per annum for five years from January 1, 1927, and a construction rate of Rs. 2.28 per acre per annum. These lands will pay a combined rate of Rs. 2 per acre per annum from 1928. Vide the Hon. the Colonial Secretary, No. I 13/26 of April 22, 1927, to the Hon. the Controller of Revenue	17	1	24	34	84
(3) Lands paying a rate revisable at any time	0	0	21	0	26
	247	3	5	322	91
Area exempted	1	2	13	1	96
Total area paying rate	246	0	32	320	95

MISCELLANEOUS DEPARTMENTAL NOTICES.

The Customs Ordinance, No. 17 of 1869.

THE Principal Collector of Customs has, in exercise of the powers vested in him by section 26 of the above-mentioned Ordinance, made the following regulation, viz. :—

Regulation 12 of the regulations relating to the landing of cargo dated March 14, 1919, and published in *Government Gazette* No. 7,002 of March 21, 1919, is hereby repealed, and the following substituted therefor :—

" 12. No articles purchased on board a ship in the harbour and no ships' stores shall be taken into boats until a boat note signed by a ship's officer or the chief steward of the ship has been obtained."

H. M. Customs, W. E. WAIT,
Colombo, January 12, 1928. Principal Collector of Customs

Sale of Lease of Grass on Crown Land situated at Kanatta.

NOTICE is hereby given that the Government Agent, Western Province, will sell by *public auction* at his office in Colombo at 1 P.M. on Thursday, February 9, 1928, the right to cut and remove grass for *ten months from March 1, 1928*, on the under-mentioned portion of Crown land, subject to the following conditions :—

1. The purchase amounts shall be paid in full on the day of sale.
2. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
3. The purchaser shall be bound to fence the land leased to him, if called on by the Government Agent to do so.
4. The purchaser shall not assign or sublet the right to cut grass and cinnamon on any portion of the land to any other person without the permission previously obtained in writing from the Government Agent.

It is further provided that no cows or other animals shall be permitted to graze on the land, and any such animals found grazing thereon will be liable to seizure by the lessor or any person duly authorized by him.

6. All cattle kept on the land to graze should be tethered and should not be allowed to trespass on the public road.

7. The purchaser shall keep the premises clean and in good order, and also comply with the Municipal regulations.

8. The purchaser shall not sell or remove gravel, sand, &c., from the demised premises, and he is further warned not to spoil or damage any portion of the said premises.

9. If the whole or any portion of the land is required by Government, such land or portion shall be surrendered on a week's notice being given. A *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.

10. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.

11. The Government Agent reserves the right to accept or reject any bid.

R. N. THAINE,
Government Agent's Office,
Colombo, January 11, 1928.

Land referred to.

Preliminary plan No. 14,349.

Lot.	Situation.	Description.	Extent. A. R. P.
893	Kanatta	.. Grass land	.. 2 1 31.75

Lease of Suriyagahawatta with the Boutiques.

NOTICE is hereby given that the Government Agent of the Western Province will receive tenders for the purchase of the lease of the under-mentioned Crown lands, with the boutiques standing thereon, for a period of 5 years from March 1, 1928, subject to the following conditions :—

The tenders which must be in sealed envelopes, will be received at the Colombo Kachcheri until 1 P.M. on Thursday, February 9, 1928, when they will be opened.

All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agent that the tender is made *bona fide*.

Conditions of Sale.

1. Six months' rent shall be deposited in cash as security on the day of sale, and the rent shall be paid by the lessee in equal quarterly instalments in advance.
2. The purchaser shall not cut down any trees or interfere with any existing fence, boundary, or buildings.
3. The purchaser shall keep the land and buildings clean, pay all rates, and taxes, and comply with all sanitary regulations. Further, he shall effect all necessary repairs and keep the land and buildings in good order and condition to the satisfaction of the Government Agent, Western Province, or of a deputy acting under his orders.
4. The Government Agent, or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee.
5. The purchaser shall not assign or transfer the lease of the premises without the written permission of the Government Agent, Western Province.
6. The purchaser shall be liable for all damage done by the occupants.
7. If the whole or any portion of the premises is required by Government before the expiry of the lease, such whole or portion thereof shall be surrendered on one month's notice being given, in which case a proportionate reduction in the rental will be made for the unexpired period of the lease.
8. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the premises and eject the purchaser therefrom without compensation.
9. The purchaser shall, at the expiration or sooner determination of the lease, deliver up the leased premises with the buildings thereon, in good condition and repair, to the Government Agent, Western Province, or to a deputy appointed by him.
10. The Government Agent reserves the right to reject any or all tenders.

R. N. THAINE,
The Kachcheri,
Colombo, January 10, 1928.

Government Agent.

Description of the Land.

(1) All those two contiguous allotments of land with everything thereon called Suriyagahawatta, situated at Main street in the town of Negombo; bounded on the north and east by the other part of this land of J. de Mel, south by Main street, and on the west by the other part of this land of N. H. R. A. Nagamuttu; containing in extent 11 perches according to the plan No. 172 dated September 28, 1917, made by L. Vanderput, Licensed Surveyer.

(2) Two large boutiques bearing assessments Nos. 112 and 113 adjoining each other stand on this land. These boutiques or shops are subsequently built of lime mortar, plastered and whitewashed, and covered with tiled roof.

Lease of Crow Island.

NOTICE is hereby given that the Government Agent of the Western Province will receive sealed tenders for the purchase of the lease of the land called Crow Island at the mouth of the Kelani river for a period of three years from May 1, 1928, subject to the conditions hereinafter mentioned.

The tenders, which must be in sealed envelopes, super-scribed "Tender for the Lease of Crow Island" will be received at the Colombo Kachcheri until 1 P.M. on Friday, February 10, 1928, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agent that the tender is made *bona fide*.

Any further information can be obtained on application at the Colombo Kachcheri.

The Kachcheri,
Colombo, January 10, 1928.

R. N. THAINE,
Government Agent.

Conditions.

1. The purchase of the lease of the land called Crow Island will be for a period of two years from May 1, 1928.
2. The purchaser shall pay the first year's rent on the day of sale, and thereafter the rent to be paid annually in advance.
3. The purchaser will be entitled to take the produce of the land and to the occupation of the buildings standing thereon, if any.
4. The purchaser or his workmen shall not cut down any trees or interfere with any existing fence, boundary, or any buildings.
5. The purchaser shall be bound to fence the land leased to him if called on by the Government Agent to do so.
6. The purchaser shall keep the land clean and in good order, pay all rates and taxes, and comply with Municipal regulations.
7. The Government Agent, or any one acting under his authority will be entitled to re-enter into occupation at any time on giving one month's notice to the lessee.
8. The purchaser shall not assign, transfer, or sublet the premises without the written permission of the Government Agent, Western Province, so to do.
9. The purchaser shall not allow the coconut trees to be tapped for fermented or sweet toddy.
10. If the whole or any portion of the premises is required by Government before the expiry of the lease, such whole or portion thereof shall be surrendered on one month's notice being given; in which case a proportionate refund or reduction in the rental will be made for the unexpired period for which rent has been paid.
11. The purchaser shall permit the Government Agent or any one acting under his orders, at all reasonable hours during the said period, to enter upon the land to inspect the conditions thereof.
12. The purchaser shall also undertake to see that no marks, pickets, trenches, &c., erected or constructed are removed or in any way interfered with.
13. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the premises and eject the purchaser and his employees therefrom without compensation.
14. The Government Agent reserves the right to reject any or all tenders.

Tenders for the Purchase of Grazing Rights.

NOTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the grazing rights on the under-mentioned lands for a period of one year and ten months from March 1, 1928, subject to the following conditions.

2. The tenders, which must be in sealed envelopes, will be received at the Colombo Kachcheri until 1 P.M. on Thursday, February 9, 1928, when they will be opened.

All persons making the tenders will be required to be present, or to satisfy the Government Agent by some duly accredited agent that the tenders is made *bona fide*.

Conditions.

- (1) The purchase amounts shall be paid in full on the day of sale.
- (2) The purchaser is only entitled to the grazing rights.
- (3) The purchaser or his workmen shall not cut any trees or interfere with any existing fence or boundary.
- (4) The purchaser shall keep the land clean and in good order, and also comply with the Municipal regulations.
- (5) No milch cows, she-buffaloes, or buffaloes shall be permitted to graze on the land, and any such animals found grazing thereon will be liable to seizure by the lessor or any person duly authorized by him.
- (6) All cattle kept on the land to graze should be tethered, and should not be allowed to trespass on the public road.
- (7) The purchaser shall not assign, transfer, or sublet the land without the written permission from the Government Agent, Western Province.
- (8) The purchaser shall fence the land if called upon by the Government Agent to do so.
- (9) If the whole or any portion of the land is required by Government before the expiry of the lease, such land or portion shall be surrendered on a week's notice being given; a *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.
- (10) In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.
- (11) The Government Agent reserves the right to reject any or all tenders.

The Kachcheri,
Colombo, January 10, 1928.

R. N. THAINE,
Government Agent.

	A.	R.	P.
Lot 15, Gregory's road ..	16	3	16
Crown land behind Government bungalows in Buller's road ..	21	3	8

(Exclusive of the portion in extent 40 by 50 feet leased to Mrs. Alice Raffel.)

Temporary Refreshment Booths on Lotus Road.

NOTICE is hereby given that the Government Agent of the Western Province will receive sealed tenders at his office in Colombo on February 10, 1928, till 1 P.M., for the lease of three small plots (to be approved by the Government Agent), on the Crown land adjoining the Lotus road (each plot not to exceed 12 square feet) for the erection of refreshment booths, subject to the following conditions:—

1. Leases may be terminated on one month's notice.
2. On acceptance of tender, three months' rent shall be deposited as security.
3. Rent shall be paid monthly in advance.
4. Booths shall be of a movable type to be approved by the Government Agent.
5. Lessees will not be permitted to put up any awning or structure made of sacking, old motor hoods, or other unsightly material.
6. Lessees shall keep the surrounding premises clean and sanitary and also comply with the Municipal regulations.
7. Failure to carry out any of the foregoing conditions will render the leases liable to be determined.
8. Sketches must be sent showing the sites selected.
9. The Government Agent reserves the right to reject any tender or all tenders.

The Kachcheri,
Colombo, January 4, 1928.

R. N. THAINE,
Government Agent.

Sale of Produce, Experiment Station, Peradeniya.

THE following produce of the Experiment Station, Peradeniya, will be sold by public auction sale on Tuesday, January 31, 1928, at 9 A.M., on the spot:—

Coconuts	Coconut logs
Dry coffee	Scrap iron
Adlay	1 iron tank
Cacao refuse	

Unserviceable articles.

1 leather bag

A deposit of Rs. 50 in case of coconuts, and Rs. 10 for other produce, will be required to be made with the Manager of the Experiment Station by the purchasers of each of the articles purchased. Should any person fail to remove the produce within seven days, inclusive of the date of purchase, such deposit will be forfeited to the Crown. All other deposits will be returned when the articles purchased have been removed.

Payment must be made before delivery.

The produce will be delivered at the store of the Experiment Station, Peradeniya, where it can be seen by intending purchasers.

The Government reserves to itself the right, without question, of accepting or rejecting the highest offer.

F. A. STOCKDALE,

Peradeniya, January 11, 1928. Director of Agriculture.

Ceylon Savings Bank.

IT is hereby notified by the Directors of the Ceylon Savings Bank, that the rate of interest to be paid to depositors under rule 3 for the year 1928, be 4 per cent. on accounts not exceeding Rs. 1,000, and 3 per cent. on accounts upwards of Rs. 1,000.

Ceylon Savings Bank, K. W. Y. ATUKORALA,
Colombo, January 10, 1928. Secretary.

Change of Management.

NOTICE is hereby given that Rev. Father F. Bonnel has been appointed Manager of the school mentioned below in place of Rev. E. T. Selby:—

School referred to.

Bt/Kinnayadi Mixed School.

Education Office, L. MACRAE,
Colombo, January 5, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Mr. C. A. Boteju has been appointed Acting Manager of the schools that were under the management of the late Rev. D. S. Jayasundera.

Education Office, L. MACRAE,
Colombo, January 5, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Rev. H. Seelananda has been appointed Manager of the school mentioned below in place of Rev. E. Swarnajoti:—

School referred to.

K/Kiribathcumbura Girls' School.

Education Office, L. MACRAE,
Colombo, January 5, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Mr. J. Malcomson has been appointed Manager of the Friends' Home Mission School in place of Miss A. E. Clayton.

Education Office, L. MACRAE,
Colombo, January 6, 1928. Director of Education.

Bt/Palchenai Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. Father F. Bonnel for the removal of his Bt/Palchenai Vernacular Mixed School to a new site on the Batticaloa-Trincornalee road near the 4½ mile post. Observations will be received not later than February 13, 1928.

Education Office, L. MACRAE,
Colombo, January 13, 1928. Director of Education.

Ng/Kehelella Vernacular Mixed School.

NOTICE is hereby given that the above school, situated at Kehelella, Negombo District of the Western Province, under the management of Mr. Tudor Ranasinghe, has been registered as a grant-in-aid school, with effect from August, 1926.

Education Office, L. MACRAE,
Colombo, January 20, 1928. Director of Education.

Ceylon University College.**ENTRANCE SCHOLARSHIP EXAMINATION, 1928.**

THE above examination will begin at the University College, Colombo, on March 29, 1928. Candidates for the examination should apply to the Registrar, University College, for a form of entry which must be duly filled in and returned to him not later than March 8, 1928.

Copies of the regulations and syllabuses of the examination may be obtained on application to the Registrar, University College.

R. MARRS,
Principal, University College.

Colombo, January 17, 1928.

Statement of Receipts and Expenditure of the Rural Education District Committee, Anuradhapura, for the Year 1927.

RECEIPTS.		Rs.	c.	EXPENDITURE.		Rs.	c.
Balance on January 1, 1927	..	7,793	45	(1) Upkeep of existing school buildings, including provision for new fences, wells, and latrines	..	3,454	71
Grant for 1927	..	10,195	0	(2) Extension and replacement of existing school buildings	..	4,685	35
Grant towards the upkeep of T. K. Government Schools	..	450	0	(3) School furniture and equipment not supplied by the Department of Education	..	746	66
Supplementary grant for 1927	..	10,000	0	(4) Establishment of new schools, including acquisition of land and cost of building	..	1,317	14
Miscellaneous	..	11	0	(5) Office maintenance and expenditure, i.e., stationery, salaries, Railway Warrants, &c.	..	1,031	7
				(6) Other expenditure incurred which cannot be included under the above heads, such as allowance to Tamankaduwa Government school teachers and cost of stationery supplied to them	..	218	6
						13,452	99
				Balance on January 1, 1928	..	14,996	46
		28,449	45			28,449	45

English School-Leaving Certificate Examination, October, 1927.

SUPPLEMENTARY PASS LIST.

FIRST DIVISION.

Trincomalee Centre.

Index No.	Name.	School.
1321	Muttuvelu, A. Theresia	St. Mary's Girls' English School, Trincomalee

SECOND DIVISION.

Batticaloa Centre.

8	Rajakone, E. V.	Wesleyan Central College, Batticaloa
13	Krishnapillai, S.	Private study

Colombo Centre.

33	Fernando, W. P. T.	Ananda College, Colombo
165	Ebert, G. D.	Lorensz College, Colombo

Index No.	Name.	School.
197	Arsekularatna, A. T. de F.	Nalanda Vidyalaya, Colombo
215	Dias, R. H.	do.
234	Perera, M. P.	do.
265	Dharmasiri, S.	St. Benedict's Boys' English School, Colombo
268	Johnpulle, O. L.	do.
<i>Panadura Centre.</i>		
1014	Simon Singho, P.	Government Mixed English School, Piliyandala
<i>Point Pedro Centre.</i>		
1233	Chinnathurai, V.	Thondamannar Hindu Boys' English School
1261	Rajasingham, P.	Vigneshvara English School, Karaveddi

Education Office,
Colombo, January 16, 1928.

L. MACRAE,
Director of Education.

English School-Leaving Certificate Examination, October, 1927.

DETAILED REPORTS.

Index No.	Writing.	Arithmetic.	English.	Geography.	History.	Sinhalese.	Tamil.	Mathematics.	Needlework.	Bookkeeping.	Shorthand.	Drawing.	Nature Study.	Physiology and Hygiene.	Elementary Science.	Result of whole Examination.
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636																

* Rejected for general weakness.

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637																
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639	p															
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656*	p															
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717	p															
718	p															
719	p															

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720	p															
721	p															
722	p															
723	p															
724	p															
725	p															
726	p															
727	p															
728	p															
729	p															
730	p															
731	p															
732	p															
733	p															
734	p															
735	Absent.															
736	p															
737	p															
738	Absent.															
739	p															
740	Absent															
741	p															
742	Absent.															
743	p															
744	p															
745	p															
746	p															
747	p															
748	p															
749	p															
750*	p															
751	p															
752*	p															
753	p															
754	p															
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786	p															
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788	p															
789	p															
790*	p															
791	p															
792	p															
793	p															
794	p															
795	p															
796	p															
797	p															
798	p															
799	p															
800	p															

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801	p	p	p	p	p		p									p
802	p	p	p	p	p		p									p
803	p	p	p	p	p		p									p
804*	p	p	p	p	p		p									p
805	p	p	p	p	p		p									p
806	p	p	p	p	p		p									p
807	p	p	p	p	p		p									p
808	p	p	p	p	p		p									p
809	p	p	p	p	p		p									p
810	p	p	p	p	p		p									p
811	p	p	p	p	p		p									p
812	p	p	p	p	p		p									p
813	p	p	p	p	p		p									p
814	p	p	p	p	p		p									p
815	p	p	p	p	p		p									p
816	p	p	p	p	p		p									p
817	p	p	p	p	p		p									p
818	p	p	p	p	p		p									p
819	Absent.	p	p	p	p		p									p
820	p	p	p	p	p		p									p
821	p	p	p	p	p		p									p
822	p	p	p	p	p		p									p
823	p	p	p	p	p		p									p
824	p	p	p	p	p		p									p
825	p	p	p	p	p		p									p
826	p	p	p	p	p		p									p
827	p	p	p	p	p		p									p
828	p	p	p	p	p		p									p
829	p	p	p	p	p		p									p
830	p	p	p	p	p		p									p
831	p	p	p	p	p		p									p
832	p	p	p	p	p		p									p
833	p	p	p	p	p		p									p
834	p	p	p	p	p		p									p
835	p	p	p	p	p		p									p
836	p	p	p	p	p		p									p
837	p	p	p	p	p		p									p
838	p	p	p	p	p		p									p
839	p	p	p	p	p		p									p
840	p	p	p	p	p		p									p
841	p	p	p	p	p		p									p
842	p	p	p	p	p		p									p
843	p	p	p	p	p		p									p
844	p	p	p	p	p		p									p
845	p	p	p	p	p		p									p
846	p	p	p	p	p		p									p
847	p	p	p	p	p		p									p
848	p	p	p	p	p		p									p
849	p	p	p	p	p		p									p
850	p	p	p	p	p		p									p
851	p	p	p	p	p		p									p
852	p	p	p	p	p		p									p
853	p	p	p	p	p		p									p
854	p	p	p	p	p		p									p
855*	p	p	p	p	p		p									p
856	p	p	p	p	p		p									p
857	p	p	p	p	p		p									p
858	p	p	p	p	p		p									p
859	p	p	p	p	p		p									p
860	p	p	p	p	p		p									p
861	p	p	p	p	p		p									p
862	p	p	p	p	p		p									p
863	p	p	p	p	p		p									p
864	p	p	p	p	p		p									p
865	p	p	p	p	p		p									p
866	p	p	p	p	p		p									p
867	p	p	p	p	p		p									p
868	p	p	p	p	p		p									p
869	p	p	p	p	p		p									p
870	p	p	p	p	p		p									p
871	p	p	p	p	p		p									p
872	p	p	p	p	p		p									p
873	p	p	p	p	p		p									p
874	p	p	p	p	p		p									p
875	p	p	p	p	p		p									p
876	p	p	p	p	p		p									p
877	p	p	p	p	p		p									p
878	p	p	p	p	p		p									p
879	p	p	p	p	p		p									p
880	p	p	p	p	p		p									p
881	p	p	p	p	p		p									p
882	p	p	p	p	p		p									p

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883	p															
884	p															
885	p															
886	p															
887	p															
888	Absent.															
889	p															
890	p															
891	p															
892	p															
893	p															
894	p															
895	p															
896	p															
897	p															
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899	p															
900	p															
901	p															
901A	p															
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903	p															
904	p															
905	p															
906	p															
907	p															
908	p															
909	p															
910	p															
911	p															
912	p						a									
913	p															
914	p															
915	p															
916	p															
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924	p															
925	p															
926*	p															
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937	Absent.															
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964	p															

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1044																
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1047*																

* Rejected for general weakness.

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1048	p	p	p	p	p	p										
1049	p	p	p	p	p	p										
1050	p	p	p	p	p	p										
1051	p	p	p	p	p	p										
1052	p	p	p	p	p	p										
1053	p	p	p	p	p	p										
1054	p	p	p	p	p	p										
1055	p	p	p	p	p	p										
1056	p	p	p	p	p	p										
1057	p	p	p	p	p	p										
1058	p	p	p	p	p	p										
1059	p	p	p	p	p	p										
1060	p	p	p	p	p	p										
1061	p	p	p	p	p	p										
1062	p	p	p	p	p	p										
1063	p	p	p	p	p	p										
1064	p	p	p	p	p	p										
1065	Rejected.															
1066	p	p	p	p	p	p										
1067	p	p	p	p	p	p										
1068	p	p	p	p	p	p										
1069	p	p	p	p	p	p										
1070	p	p	p	p	p	p										
1071	p	p	p	p	p	p										
1072	p	p	p	p	p	p										
1073	p	p	p	p	p	p										
1074	p	p	p	p	p	p										
1075	p	p	p	p	p	p										
1076	p	p	p	p	p	p										
1077	p	p	p	p	p	p										
1078	p	p	p	p	p	p										
1079	p	p	p	p	p	p										
1080	p	p	p	p	p	p										
1081	p	p	p	p	p	p										
1082	p	p	p	p	p	p										
1083	p	p	p	p	p	p										
1084	p	p	p	p	p	p										
1085	p	p	p	p	p	p										
1086	p	p	p	p	p	p										
1087	p	p	p	p	p	p										
1088	p	p	p	p	p	p										
1089	p	p	p	p	p	p										
1090	p	p	p	p	p	p										
1091	p	p	p	p	p	p										
1092	p	p	p	p	p	p										
1093	p	p	p	p	p	p										
1094	p	p	p	p	p	p										
1095	p	p	p	p	p	p										
1095A	Absent.															
1096*	p	p	p	p	p	p										
1097	p	p	p	p	p	p										
1098	p	p	p	p	p	p										
1099	p	p	p	p	p	p										
1100	p	p	p	p	p	p										
1101	p	p	p	p	p	p										
1102	p	p	p	p	p	p										
1103	p	p	p	p	p	p										
1104	p	p	p	p	p	p										
1105	p	p	p	p	p	p										
1106	p	p	p	p	p	p										
1107	p	p	p	p	p	p										
1108	p	p	p	p	p	p										
1109	p	p	p	p	p	p										
1110	p	p	p	p	p	p										
1111	p	p	p	p	p	p										
1112	p	p	p	p	p	p										
1113	p	p	p	p	p	p										
1114	p	p	p	p	p	p										
1115	p	p	p	p	p	p										
1116	p	p	p	p	p	p										
1117	p	p	p	p	p	p										
1118	p	p	p	p	p	p										
1119	p	p	p	p	p	p										
1120	p	p	p	p	p	p										
1121	p	p	p	p	p	p										
1122	p	p	p	p	p	p										
1123	p	p	p	p	p	p										
1124	p	p	p	p	p	p										
1125	p	p	p	p	p	p										
1126	p	p	p	p	p	p										
1127	p	p	p	p	p	p										

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1128	p	p	p	p	p	p						p				p
1129	p	p	p	p	p							p				p
1130	p	p	p	p	p							p				p
1131	p	p	p	p	p							p				p
1132	p	p	p	p	p				p			p				p
1133	p	p	p	p	p				p			p				p
1134	p	p	p	p	p				p			p				p
1135	p	p	p	p	p				p			p				p
1136	p	p	p	p	p				p			p				p
1137	p	p	p	p	p				p			p				p
1138	p	p	p	p	p				p			p				p
1139	p	p	p	p	p				p			p				p
1140	p	p	p	p	p				p			p				p
1141	p	p	p	p	p				p			p				p
1142	p	p	p	p	p				p			p				p
1143	Absent.															
1144	p	p	p	p	p							p			p	p
1145	p	p	p	p	p	p						p				p
1146	p	p	p	p	p							p				p
1147	p	p	p	p	p							p				p
1148	p	p	p	p	p	p						p				p
1149	p	p	p	p	p	p						p				p
1150	p	p	p	p	p	p						p				p
1151	p	p	p	p	p	p						p				p
1152	p	p	p	p	p							p				p
1153	p	p	p	p	p							p				p
1154	p	p	p	p	p							p				p
1155	p	p	p	p	p							p				p
1156	p	p	p	p	p							p				p
1157	p	p	p	p	p							p				p
1158	p	p	p	p	p							p				p
1159	p	p	p	p	p							p				p
1160	p	p	p	p	p							p				p
1161	p	p	p	p	p							p				p
1162	p	p	p	p	p	p						p				p
1163	p	p	p	p	p							p				p
1164	p	p	p	p	p							p				p
1165	p	p	p	p	p							p				p
1166	Absent.															
1167	p	p	p	p	p							p				p
1168	p	p	p	p	p							p				p
1169	p	p	p	p	p							p				p
1170	p	p	p	p	p							p				p
1171	p	p	p	p	p							p				p
1172	Absent.															
1173	p	p	p	p	p							p				p
1174	p	p	p	p	p							p				p
1175	p	p	p	p	p							p				p
1176	p	p	p	p	p							p				p
1177	p	p	p	p	p							p				p
1178	p	p	p	p	p							p				p
1179	p	p	p	p	p							p				p
1180	p	p	p	p	p							p				p
1181	p	p	p	p	p							p				p
1182	p	p	p	p	p							p				p
1183	p	p	p	p	p							p				p
1184	p	p	p	p	p							p				p
1185	p	p	p	p	p							p				p
1186	p	p	p	p	p							p				p
1187	p	p	p	p	p							p				p
1188	p	p	p	p	p							p				p
1189	p	p	p	p	p			p				p				p
1190	p	p	p	p	p							p				p
1191	p	p	p	p	p							p				p
1192	p	p	p	p	p							p				p
1193	p	p	p	p	p							p				p
1194	p	p	p	p	p							p				p
1195	p	p	p	p	p							p				p
1196	p	p	p	p	p							p				p
1197	p	p	p	p	p							p				p
1198	p	p	p	p	p							p				p
1199	p	p	p	p	p							p				p
1200	p	p	p	p	p							p				p
1201	p	p	p	p	p							p				p
1202	p	p	p	p	p							p				p
1203	p	p	p	p	p							p				p
1204	p	p	p	p	p							p				p
1205	p	p	p	p	p							p				p
1206	p	p	p	p	p							p				p
1207	p	p	p	p	p							p				p
1208	Absent.															
1209	p	p	p	p	p							p				p
1210	p	p	p	p	p							p				p
1211	p	p	p	p	p							p				p

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1297 ..	p	p	p	p	p					p		p				p
1298 ..	p	p	p	p	p					p		p				p
1299 ..	p	p	p	p	p					p		p				p
1300 ..	p	p	p	p	p					p		p				p
1301 ..	p	p	p	p	p					p		p				p
1302 ..	p	p	p	p	p					p		p				p
1303 ..	p	p	p	p	p					p		p				p
1304 ..	p	p	p	p	p					p		p				p
1305 ..	p	p	p	p	p					p		p				p
1306 ..	p	p	p	p	p					p		p				p
1307 ..	p	p	p	p	p					p		p				p
1308*	p	p	p	p	p		p			p		p				p
1309 ..	p	p	p	p	p					p		p				p
1310 ..	p	p	p	p	p					p		p				p
1311 ..	p	p	p	p	p					p		p				p
1312 ..	p	p	p	p	p					p		p				p
1313 ..	p	p	p	p	p		p			p		p				p
1314 ..	p	p	p	p	p					p		p				p
1315 ..	p	p	p	p	p					p		p				p
1316 ..	Rejected.															
1317 ..	p	p	p	p	p					p		p				p
1318 ..	p	p	p	p	p					p		p				p
1319 ..	p	p	p	p	p		p		p			p		p		p
1320 ..	p	p	p	p	p		p		p			p		p		p
1321 ..	p	p	p	p	p		p		p			p		p		p
1322 ..	p	p	p	p	p				p			p		p		p
1323 ..	p	p	p	p	p	p						p				p
1324 ..	p	p	p	p	p	p				p		p				p
1325 ..	Absent.															
1326 ..	p	p	p	p	p				p			p				p
1327 ..	p	p	p	p	p				p			p				p
1328 ..	p	p	p	p	p				p			p				p
1329 ..	p	p	p	p	p				p			p				p
1330 ..	p	p	p	p	p				p			p				p
1331 ..	p	p	p	p	p				p			p				p
1332 ..	p	p	p	p	p				p			p				p
1333 ..	p	p	p	p	p				p			p				p
1334 ..	p	p	p	p	p				p			p				p
1335 ..	p	p	p	p	p				p			p				p

* Rejected for general weakness.

Education Office,
Colombo, January 16, 1928.L. MACRAE,
Director of Education.

Loss of Firearms.

NUWARA ELIYA.

Description: Single-barrelled muzzle-loader bearing No. N 76051 on stock.

Name of owner: Hitchamgrudiyansele Kalu Banda of Wellagiriya in Uda Hewaheta.

Licence number: 41998, Nuwara Eliya.

Said to have been lost from a shed at Danduarawekumbura in Ampitigoda.

W. H. MOORE,

The Kachcheri, for Assistant Government Agent.
Nuwara Eliya, January 12, 1928.

(1) Description: Single-barrelled muzzle-loader bearing No. 68362 on stock.

Name of owner: Herat Mudiyansele Mudalihamy of Edumalanda in Uda Hewaheta.

Licence No. 41896, Nuwara Eliya.

Reported to have been lost about four months ago from the hut in his chena at Ketelandekumbura.

(2) Description: Single-barrelled muzzle-loader bearing No. N 76090 on stock.

Name of owner: Muttukandegedera Appuhamy of Galauda in Uda Hewaheta.

Licence No. 41913, Nuwara Eliya.

Reported to have been lost about ten months ago from a shed at Kalupatwela paddy fields.

W. H. MOORE,

for Assistant Government Agent.
The Kachcheri,
Nuwara Eliya, January 17, 1928.

TRINCOMALEE DISTRICT.

Description of gun: Double-barrelled breech-loading gun bearing No. 523 marked on stock/barrel.

Name and address of licensee: Sinnatamby Mutalip Hadjar of Periyakinniyai.

Number of licence: No. 21/D 10846.

Remarks: Reported to have been stolen.

W. G. VALLIPURAM,

The Kachcheri, for Assistant Government Agent.
Trincomalee, January 13, 1928.

KURUNEGALA DISTRICT.

A single-barrelled cap gun bearing No. Q 10304 on stock and barrel, owned by D. M. Punchibanda of Netiya, in Dewamedi hatpattu, in Kurunegala District, and reported to have been lost on November 25, 1927.

The Kachcheri,
Kurunegala, January 17, 1928.W. HOLMES,
for Government Agent.

ANURADHAPURA DISTRICT.

Description of gun: Double-barrelled muzzle-loading gun, 88695 marked on stock.

Address of licensee: Sena Moona Mohideen Adume of Andiyagala in Kiralwa korale.

Number of licence: 69828/B01282 renewed for 1927.

Remarks: Reported to have been lost.

C. B. P. PERERA,

The Kachcheri, for Government Agent.
Anuradhapura, January 11, 1928.

Description of gun : Double-barrelled cap gun, 93950 marked on stock.

Address of licensee : R. M. Appuhamy of Nuwarawewa in Anuradhapura.

Number of licence : B4871 renewed for 1927.

Remarks : Reported to have been lost.

C. B. P. PERERA,
for Government Agent.

The Kachcheri,
Anuradhapura, January 11, 1928.

RATNAPURA DISTRICT.

Description of property : One single-barrelled cap gun, No. 454 on stock.

Licence number : 148/KR.

Licensee : Samsala Marikkar Davudu of Eheliyagoda.

Remarks : The gun is reported to have been lost.

J. M. DE SILVA,
for Government Agent.

The Kachcheri,
Ratnapura, January 12, 1928.

Description of gun : Single-barrelled cap gun No. 93251 marked on stock.

Address of licensee : Muna Sokkellingam of Nuwarawewa, Anuradhapura.

Number of licence : 69937 renewed for 1927.

Remarks : Reported to have been lost.

C. B. P. PERERA,
for Government Agent.

The Kachcheri,
Anuradhapura, January 12, 1928.

Description of property : One single-barrelled cap gun, No. 228/12.

Licence number : 58/KO.

Licensee : Walimunige Andirisa of Dapane.

Remarks : The gun is reported to have been lost.

J. M. DE SILVA,
for Government Agent.

The Kachcheri,
Ratnapura, January 15, 1928.

LOCAL BOARD NOTICES.

Sale of Properties, Local Board, Gampola.

NOTICE is hereby given that the houses, &c., at Gampola, mentioned in the annexed schedule, having been seized for default in payment of Police, Local Board, and Water Rates, Gampola, for the 3rd quarter, 1927, will be sold by public auction on February 1, 2, 3, 4, 6, and 7, 1928, on the spot at Gampola, at 8 A.M., in conformity with the Local Boards Ordinance, No. 19 of 1905, unless in the meantime the amounts owing in respect of rates together with lawful costs of seizure and sale are duly paid.

Further particulars can be obtained from the Local Board Office, Gampola.

The Kachcheri,
Kandy, January 9, 1928.

R. H. D. MANDERS,
for Government Agent.

SCHEDULE.

Ambagamuwe Street.—Nos. 38, 62, 63, 88, 137, 139, 139A, 160, 161, 162, 167, 170, 171, 183, 189, 190, 191, 192, 193, 194, 195, 198, and 211.

Kandy Street.—Nos. 7, 13, 20, 22A, 38, 39, 84-85, 86, 86A, 87, 87A, 87B, 89, 90, 92, 98, 100, 103, 104, 105, 107, 114, 128, 110, 111, 112, 130, 136, 142, 157, 158, 160, 161, 165, and 175.

New Nuwara Eliya Street.—Nos. 6, 20, 37, 40, 41-42, 45, and 76.

Station Road.—Nos. 2, 18, 34, 37, and 50.

Malabar Street.—Nos. 13, 14, 22, 23, 24A, 29, 30-31, 32, 76, 77, 78, 81, 83, 84, 85, 86, 90, 92, 102, 103, 108, 111, 112, 114, 115, 119, 120, 122, 123, 124, 125, 126, 130, and 133.

Kadugannawa Street.—Nos. 14, 29, and 34.

Moulton Street.—Nos. 2, 4, and 4A.

Martyn's Lane.—Nos. 2 and 3.

New Kandy Street.—Nos. 4, 10, and 20.

Illawature.—Nos. 10, 16, 17, 22, 23, 24, 25, 26, 29, 31, 37, 40, 42, 44, 46, 56, 57, 60, 61, 63, 65, 67, 70, 71, 72, 74, 75, 79, 81, 82, 82A, 85, 88, 89, 90, 92, 93, 94, 95, 96, 97, 98, 101, 102, 105, 107, 108, 111, 113, 114, 115, 121, 128, 131, 132, 134, 138, 139, 142, 143, 145, 146, 149, and 150.

Mahara.—Nos. 4, 7, 8-9, 12, 51, 55, 56, 62, and 79.

Unamboowe.—Nos. 1, 11, 16, 20-21, 34, 48, 56, 57, and 62.

Kahatapitiya.—Nos. 3, 4, 7, 9, 12, 15-16, 18, 21, 22, 24, 29, 30, 32, 35, 39, 40, 42, 48, 52, 53, 55, 57, 63, 63A, 65, 67, 68, 71, 75, 76, 86, 88, 90, 97, 99, 101, 106, 111, 113, 114, 122, 123, 125, 128, 130, 131, 132, 133, 134, 135, 136, 137, 147A, 148, 153, 155, 156, 164, 169A, 170, 171A, 172, 174, 175, 175A, 175B, 177, 178, 183, 185, and 186.

Byrde Street.—Nos. 4, 18, 21, 23, 32, 33, 34, 36, 38, 58, 81, 83, 92, 95, 96, and 107.

Keerapone.—Nos. 7, 14, 15, 16, 46, 51, 52, 55, 56, 59, 66, 64, 73, and 81.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, December 7, 1927, at 8 p.m.

The Council met this day at 3 p.m. pursuant to notice dated November 30, 1927.

Present :—Mr. W. T. Stace, C.C.S., Chairman; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Dr. E. V. Ratnam; Mr. W. E. V. de Rooy; Dr. E. A. Coorey; Mr. G. W. Dodds; Mr. T. G. Jayewardene, V.D., J.P.; Mr. N. R. Blande; Mr. A. H. G. Dawson; Lieut.-Col. C. D. Myles, O.B.E., M.B., R.A.M.C.; Mr. M. L. M. Reyal; Dr. S. Muttiah; Mr. G. R. Brown; Mr. F. E. Joliffe; and Dr. V. van Langenberg, V.D.

1. The Minutes of the General Meeting of November 9, 1927, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of the General Meeting of November 9, 1927, be confirmed.

2. Pursuant to notice, Mr. T. G. Jayewardene asked the Chairman the following questions :—(1) Will the Chairman be pleased to inquire why the courtesy of an invitation to be present at the welcome to the Special Commission by the Government and the Legislative Council at the New Town Hall buildings on November 16, 1927, was not extended to all Members of this Council? (2) Will the Chairman be pleased to ask the Waterworks Engineer to explain why the consumption of water in the city is as high as 41 gallons per head of population, when it is only 29 gallons in the city of Madras?

The Chairman replied as follows :—(1) I have already inquired from the Government upon the subject and have received a letter, in reply, which states that Government thought it desirable, with a view to avoiding any semblance of exclusiveness, that the least possible number of special invitations should be issued, and, therefore, that these should be confined to the Members of the Executive and Legislative Councils and the Judges of the Supreme Court. The only exception was the invitation issued to the Chairman of the Municipal Council in acknowledgment of the courtesy of the Municipal Council in enabling the Commission to hold its sittings in the New Town Hall. (2) The conditions in Madras city differ from the conditions in Colombo. The chief point is that there is a more developed system of water supply to private premises in Colombo than in Madras, which has to rely more upon the use of public standpipes for the smaller type of dwellings. It cannot be denied, however, that a considerable quantity of water is wasted in Colombo. Steps are being taken to reduce the waste by the aid of Waste Detection Meters. And there is also necessary a development of civic conscience and a realization by the people of their duty to conserve the water supply.

3. In the absence of Dr. S. Muttiah, Mr. M. L. M. Reyal put the following question which stood in the name of the former :—Has all the land for the Java lane extension been acquired? If not, what is the delay due to? When will the Municipal Engineer's Department start work of extension of this lane?

The Chairman replied as follows :—All the land has been acquired. Work upon the available lots began in July last. Some of the properties, however, were not acquired till later, and were still in the occupation of tenants until November. Possession of them has now been taken. Work re-commenced on December 1, and is proceeding. There does not appear to have been any avoidable delay.

3a. With the permission of Council, the Chairman moved that this Council do place on record its appreciation of the services rendered by Mr. C. P. Dias, M.B.E., J.P., and Mr. H. L. De Mel, C.B.E., J.P., as representatives of this Council on the Education District Committee, Colombo Municipal area. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried unanimously.

The Hon. Mr. N. H. M. Abdul Cader moved that the Council do go into Committee to consider items Nos. 4 to 7 (inclusive) on the agenda. Dr. E. V. Ratnam seconded.—Carried.

The following extracts from the minutes of the Special and the Standing Committees named were then laid before the Council in Committee :—

Extracts from the Minutes of the Special Committee regarding the Building of the New Town Hall of November 12, 1927.

(2) To consider estimates received for Counter Grille.—Recommended that the quotation of Messrs. Martyns for Bronze Grille Cast Tubular Bars, C.I.F., Colombo, £103 be accepted, and that the Grille be ordered, pending sanction of Council.

(3) To consider estimates for furniture and to inspect sample chair.—Recommended that the quotation of the Municipal Engineer, amounting to Rs. 9,400, be accepted, and that the work be put in hand, pending sanction of Council. A supplemental vote for Rs. 9,400 is necessary.

(5) To consider estimates for bracket fittings.—Recommended that the quotation of Messrs. Morris-Singer Co., for £41. 10s., for six alabaster bowls and fittings, plus insurance of alabaster bowls against breakage, amounting to approximately £1, be accepted. A supplemental vote of Rs. 640 is necessary.

(8) To consider the quotations received for the erection of a movable stage in the Public Hall, New Town Hall.—Recommended :—(a) That the quotation of Messrs. Walker, Sons & Co., Ltd., amounting to Rs. 2,880 be accepted; (b) That a supplemental vote of Rs. 1,416 be sanctioned in order to meet the additional cost, the original vote being Rs. 1,464.

Resolution.

Resolved that the above recommendations of the Special Committee be adopted.

Extract from the Minutes of the Special Committee regarding the Building of the New Town Hall of December 1, 1927.

(3) To consider :—(a) A memorandum of the Municipal Treasurer, dated September 9, 1927, with regard to the retention of the services of the Supervising Engineer and Clerk of Works, New Town Hall, for a month after the work has been completed and handed over; (b) The programme of the Supervising Engineer with a view to the completion of the work before the end of this year.—Recommended that the services of the Supervising Engineer be discontinued on April 30, 1928.

Resolution.

Resolved that the above recommendation of the Special Committee be adopted.

Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (Meeting together) of November 23, 1927.

(4) To consider a memorandum of the Chairman, dated October 1, 1927, with regard to the Hydro-Electric Scheme distribution system for Colombo.—Recommended that the conditions, as amended at the Conference between the Chairman and the Director of Electrical Undertakings on November 11 and hereto annexed (Annexure A) be approved, but that condition 14, now numbered condition 12, dealing with the erection of overhead cables, should not be deleted till such time as this Council is satisfied on the question of danger arising from the erection of such cables.

(5) To consider:—(a) A report of the Municipal Assessor, dated November 18, 1927, with regard to the question whether the Council is compelled to acquire property, which falls within street lines on which the owner wishes to build; (b) A memorandum of the Chairman, dated November 21, 1927.—Recommended that in all cases where the Council has refused to allow a building within street lines in a public street and is faced with the question of acquisition, the Municipal Assessor should be asked to report whether acquisition or compensation will be the most advantageous to the Council.

(6) To consider:—(a) A request from Mr. M. G. Rodrigo of Norris avenue that the Council acquire the portion of land that comes within the sanctioned street lines in premises Nos. 591, 593–595, 3rd Division, Maradana, and No. 1, Norris avenue; (b) Reports thereon of the Municipal Engineer, the Municipal Assessor, and the Municipal Treasurer.—Recommended that the property be acquired and that supplementary provision of Rs. 24,000 be voted.

(8) To consider the recommendation of the Municipal Engineer that the same type of boiler, as was sanctioned for purchase by Council of June 8, 1927, viz., Marshall's 8 N.H.P. portable, vertical, cross tube type boiler, quoted at Rs. 2,825 by Messrs. Walker, Sons & Co., Ltd., be purchased.

Note.—A sum of Rs. 3,000 is provided in the Draft Budget for 1928.—Recommended.

(9) To recommend the sanction of Council for the payment of Rs. 1,525 to Messrs. Walker, Sons & Co., Ltd., for the extra work carried out by them in connection with the erection of the Child Welfare Centre.

Note.—The Council on October 5, 1927, authorized the Chairman to carry out the extra work of providing 2 baths and a hatch for the milk room at the War Memorial Child Welfare Centre.—Recommended.

(11) To consider an application from the Municipal Engineer for supplemental provision of Rs. 250, under Vote 1-65, "Upkeep of Printing Department, Machinery, and Gas," owing to reasons stated in the application.—Recommended.

(12) To consider the recommendation of the Drainage Engineer that the tender of Mr. P. Joseph of No. 53, Hill street, amounting to Rs. 1,225 be accepted for the aided drainage of premises Nos. 130¹ and 130², Layard's Broadway.—Recommended.

(14) To recommend the sanction of Council for the purchase from Messrs. J. W. Carr & Co. (through the Council's Agents) of 6 dozen manhole frames and covers at a cost of £252. 10s. 3d., inclusive of freight and insurance.

Note.—The cost will be met from Advance Account, Purchase of Stores, and charged to sanctioned estimates as and when the materials are used.—Recommended.

(15) To consider an application from the Municipal Engineer for supplemental provision of Rs. 418.18, under Vote 1-77, "Construction of Lavatory, Gas Works street," owing to reasons given in the Drainage Engineer's memorandum No. 1,406 of October 28, 1927.—Recommended.

(16) To consider a plan and detailed estimate of Rs. 900 from the Municipal Engineer for one cooly line at the Slaughter house.

Note.—Provision is made in the Draft Budget for 1928.—Recommended.

(17) To consider a plan and detailed estimate of Rs. 30,000 from the Municipal Engineer for the construction of the proposed rainwater channel from Kirillapona canal to Dickman's road through private property.

Note.—A sum of Rs. 31,000 is provided in the Draft Budget for 1928.—Recommended.

(18) To consider:—(a) The quotations received through the Council's Agents for drainage materials.—(a) considered. (b) The recommendation of the Municipal Engineer, as follows:—

		£.	s.	d.
	<i>From Messrs. Doulton & Co., Ltd.</i>			
Items 1 to 14, C.I.F.	.. .. .	361	17	2
Item 15, C.I.F.	.. .. .	33	15	0
	<i>From Messrs. Carr & Co., Ltd.</i>			
Item No. 16, C.I.F.	.. .. .	147	18	0
	<i>From Messrs. Davis Bennett & Co.</i>			
Item No. 17, C.I.F.	.. .. .	9	19	0
	Total	553	9	2

Items 1 to 15 should be insured against breakage.

Note.—The approximate cost will be paid from Advance Account, Purchase of Stores, and debited to the expenditure votes as and when the materials are used. Funds are available.—(b) Recommended.

(19) To consider a plan and detailed estimate of Rs. 9,000 from the Municipal Engineer for the erection of a set of 10 cooly lines at Prince of Wales' avenue.

Note.—Provision is made in the Draft Budget for 1928.—Recommended.

(20) To consider:—(a) The quotations received for the supply of hora timber for 1928.—Considered. (b) The recommendation of the Municipal Engineer that the quotation of B. Don James Appuhamy, whose rates are the lowest, be accepted. (b) Recommended that the quotation of B. Don James Appuhamy be accepted.

(21) To consider the tenders received for Municipal services and supplies for 1928.

Note.—This is supplementary to the items sanctioned by Municipal Council of November 9, 1927.—Recommended that the tenders, as recommended by the Tender Board, be accepted.

(23) With regard to the question of the lighting of the Child Welfare Centre, to consider:—(a) A memorandum of the Chairman, dated November 11, 1927. (b) A memorandum of the Municipal Treasurer, dated November 21, 1927, stating that supplemental provision of Rs. 5,930, as follows, will be required for installing electricity only:—(1) Laying of the service main, Rs. 4,610; (2) Electric lamps, Rs. 600; (3) Four fans, Rs. 720; Total Rs. 5,930.—Recommended and that Rs. 5,930 be voted as supplementary provision.

(25) To consider:—(a) Letter No. 2,508, dated October 6, 1927, from the Chairman, Municipal Council, Galle, inquiring whether Mr. W. M. Thyne, Waterworks Engineer, can be permitted to undertake the duplication of the water service main from Hiyara. (b) A report of the Waterworks Engineer on the subject stating that his fee would be 3½ per cent. on the cost, which would be 5½ lakhs.

Note.—The Waterworks Engineer states that, in terms of Council's resolution, he is permitted to receive his travelling expenses and half of the balance of the fee. The present case involves work of construction necessitating a considerable amount of travelling in order to supervise the work. It is, therefore, suggested that he be permitted to retain half of the fee, plus his travelling expenses.—Recommended that the Council consents to Mr. W. M. Thyne giving expert advice as regards the construction of the work, provided he is not absent from Colombo for more than two Saturdays and two Sundays in the month.

(26) To consider the following detailed estimates from the Waterworks Engineer :—(a) Enlarging and improvements of distribution mains, Rs. 20,000; (b) Additional quarters for overseers and artisans, Maligakanda, Rs. 12,800; (c) Venturi Meters on main pipe line, Rs. 40,000; (d) New outlet—Labugama Reservoir, Rs. 30,000.

Note.—Provision is made in the Draft Budget for 1928.—Recommended.

(29) To select from the applicants and to submit to the Council the names of three candidates for the fourth post of Assessing Inspector, which will be rendered vacant on the retirement of Mr. C. L. Daniel, Temporary Inspector, at the end of the year, indicating, if the Committees think fit, the candidate whom they recommend Council to appoint.

Note.—The Council on March 9, 1927, sanctioned the creation of 4 permanent posts of Assessing Inspectors.

Resolved that the following names be submitted to Council :—(1) Mr. G. E. Anthonisz; (2) Mr. C. A. Anthonisz; (3) Mr. M. de S. Suriyabandara, with the special recommendation that Mr. G. E. Anthonisz be appointed.

(30) To consider :—(a) An application from Mr. R. Chapman, Sub-Inspector, Assessing Department, for the post of Assessing Inspector, which will be rendered vacant on the retirement of Mr. C. L. Daniel, Temporary Inspector, at the end of the year. (b) A report of the Municipal Assessor dated November 17, 1927. (c) A memorandum thereon of the Chairman dated November 22, 1927.—Recommended that the application be refused.

(31) To consider :—(a) An application from Mr. V. L. de Zoysa, Assessing Inspector, requesting that he be granted six months' leave on full pay. (b) The memorandum thereon of the Municipal Treasurer.—Recommended that the request be refused.

Resolutions.

With regard to item No. 4, it was resolved that the matter be considered in connection with the recommendation of item No. 2 of the extracts from the minutes of the Law Committee of November 26, 1927.

With regard to item No. 29, Mr. T. G. Jayewardene moved, as an amendment to the recommendation of the Standing Committees, that Mr. M. de S. Suriyabandara be appointed. Mr. M. L. M. Reyal seconded.

Mr. W. E. V. de Rooy opposed the amendment.

The Hon. Mr. N. H. M. Abdul Cader and Dr. E. A. Coorey spoke to the amendment.

The amendment was put to the meeting and declared lost.

Mr. W. E. V. de Rooy moved that the matter be referred back to the Committees for re-consideration. Dr. E. A. Coorey seconded.—Carried.

With regard to item No. 30, Mr. M. L. M. Reyal moved that the consideration of the matter be deferred and that the papers be re-circulated. Dr. S. Muttiah seconded.—Lost.

The recommendation of the Committees was then put to the meeting and carried.

The following items, which were approved of in circulation, were submitted for sanction :—

(33) To recommend that the Council approve of Lieut.-Colonel Gandy, R.E., being asked to arbitrate between the Government and the Council on the question who should pay for the repairs to the Norris road sewer, on the understanding that the arbitrator's decision is to be final.

(34) With regard to the proposed Colombo—Labugama Junction road—Link road at Kirillapone, to recommend the following suggested draft letter of the Chairman to Government :—

With reference to my letter No. 293 of October 7, 1927, I have the honour to inform you that the Council has considered the question and agrees to the building by Government of the new road A—C' referred to in your letter W 45/26 of September 3, 1927.

(2) It is understood that the proposal to build the road F—G to connect with North and South Baseline road is not likely to be undertaken for the present, in which case the question of the widening of the latter road does not arise.

Resolved that the items Nos. 33 and 34 be sanctioned.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Finance of November 24, 1927.

(2) To consider a memorandum of the Chairman, dated November 17, 1927, with regard to the petition presented by Mr. M. L. M. Reyal, M.M.C., in Council on September 7, 1927, from the workmen of the Council belonging to the Ceylon Labour Union, regarding their increases.—Recommended that the following reply be sent to the petitioners :—“ In regard to their request that their 'usual increments' should be paid, the petitioners are informed that no system of increments to daily paid labour is in force and that the Council sees no reason to allow any general increase of wages.”

(4) To consider :—(a) The recommendations of the Heads of Departments regarding the allocation of the four additional Special Class “B” posts created by Council on October 5, 1927. (b) A report of the Chairman, after conference with the Heads of Departments concerned.—Recommended that the following posts be raised to Special Class “B” and that applications be called for :—(1) Municipal Treasurer's Department—1st Clerk, Correspondence and Registration Branch; (2) Public Health Department—2nd Clerk; (3) Municipal Engineer's Department—1st Clerk, Private Application Branch; (4) Secretariat—Chief Correspondence Clerk.

(5) To consider an application from the Secretary, Municipal Council for supplemental provision of Rs. 100 under Vote C-4, “Advertisements,” owing to the increase in cost of advertisements published in the local and Indian newspapers for a Medical Officer.—Recommended.

(8) To consider an application from the Municipal Veterinary Surgeon for supplemental provision of Rs. 155 under Vote E 27, “Rat Traps,” owing to reasons stated in the application.—Recommended.

(9) To consider a memorandum of the Municipal Treasurer, dated November 2, 1927, recommending (a) that the bicycle orderlies of all the Departments of the Council be granted Raincoats for use whilst on official duty. (b) That in order to enable this to be done, the list of Municipal Officers required to wear Uniforms, &c., be amended.—Recommended (a) and (b).

(12) To consider :—(a) Tenders received for the supply of Bass Brooms for 1928. (b) A memorandum of the Municipal Treasurer dated November 23, 1927.—Recommended that the tender of Messrs. G. Robert de Zoysa & Co., at Rs. 2.75 for B 2 grade—sample selected by the Municipal Engineer—be accepted.

(14) To recommend in terms of section 15 of the Municipal Council Pension Minute :—(a) The grant of a pension, with effect from August 1, 1928, of Rs. 4,000 a year to Mr. E. H. Joseph, Secretary, Municipal Council, on his retirement from the Council's service. (b) The sanction of Council for his employment beyond June 16, 1928, when the age limit of 60 years will be completed up to July 31, 1928, in order to complete 15 years' service.

Note.—A similar application was granted by Council on February 9, 1927.

Recommended that the present Secretary's services be extended till December 31, 1928, in terms of section 15 of the Municipal Council Pension Minute.

(15) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 228·91, to Inie, widow of Savarimuthoo, Cooly, Municipal Engineer's Department, who died on December 18, 1926, whilst in the Council service. The gratuity is based on his service of 201 months and his average monthly pay of Rs. 20·50.—Recommended.

(16) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 776·21 to I. L. Junoos Lebbe, Mason, Municipal Engineer's Department, who is found unfit by a Medical Board for further service. The gratuity is based on his service of 277 months and his average monthly pay of Rs. 50·44.—Recommended.

(17) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 266·96 to N. H. Brampy Singho, Mason, Municipal Engineer's Department, who is found unfit by a Medical Board for further service. The gratuity is based on his service of 188 months and his average monthly pay of Rs. 25·56.—Recommended.

(18) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 333·70 to Muthusamy, Scavenging Cooly, Municipal Engineer's Department, who is found unfit by a Medical Board for further service. The gratuity is based on his service of 282 months and his average monthly pay of Rs. 21·30.—Recommended.

(19) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 341·55 to M. L. M. Mohamad, Mason, Municipal Engineer's Department, who is found unfit by a Medical Board for further service. The gratuity is based on his service of 139 months and his average monthly pay of Rs. 44·23.—Recommended.

(20) To recommend, under section 6 of the Municipal Council Leave Minute, excess leave of further 3 days, making 25 days over 42 days, granted to Mr. Chas Silva, Assessing Inspector, owing to ill-health.—Recommended.

(21) To recommend, under section 6 of the Municipal Council Leave Minute, excess leave of 2 days over 42 days granted to Mr. H. B. Karunatileke, Sub-Inspector, Public Health Department owing to ill-health.—Recommended.

(22) To consider a memorandum of the Municipal Treasurer, dated November 21, 1927, regarding the leave to the late Mr. W. B. Nelson of the Assessor's Department, recommending:—(a) That, under section 6 of the Municipal Council Leave Minute, excess leave of 98 days over 42 days granted to him in 1927, be sanctioned. (b) That under section 10 (i.) of the Municipal Council Leave Minute, he may be granted 91 days leave. (c) That, the balance 68 days leave be set off against the lapsed leave available of 82 days in respect of 1920 and 1921, under section 10 (iii.) of the Leave Minute.—Recommended (a), (b), and (c).

(23) To recommend, under section 6 of the Municipal Council Leave Minute, excess leave of 9 days over 42 days granted to Mr. E. W. John de Silva, Clerk, in Division II. of the Municipal Treasurer's Department.—Recommended.

(24) To consider a report of the Municipal Treasurer dated November 15, 1927, forwarding a statement of rates amounting to Rs. 35·09 to be written off. (6 cases, 5 on grounds of poverty and the other irrecoverable.)—Recommended.

(25) To recommend reconveyance of the premises vested in the Council, mentioned in the annexed list, to the parties named on payment of all rates and costs which would have been due up to the quarter in which the reconveyance may be signed had the property not been vested in the Council.—Recommended.

Resolutions.

With regard to item No. 12, Dr. E. A. Coorey moved that the recommendation be referred back to the Committee for re-consideration and that, meanwhile, the necessary materials be bought in the open market. Mr. M. L. M. Reyal seconded.—Carried.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Law and General Subjects of November 26, 1927.

(2) To consider a memorandum of the Chairman, dated October 1, 1927, with regard to the Hydro-Electric Scheme Distribution System for Colombo.—Recommended that the conditions, as amended at the Conference between the Chairman and the Director of Electric Undertakings on November 11 (*vide* Annexure A), be approved, but that condition 14, now numbered condition 12, should read as follows:—"Permission of the Council shall be obtained for the laying of any, overhead cable. In the event of any dispute arising in consequence of the Council refusing permission, the question shall be decided by the Governor in Executive Council. If the Governor in Executive Council decides contrary to the decision of this Council that overhead cables shall be laid, this Council shall not be liable for any damage done to persons or property as the result of the laying of such cables."

(6) To recommend reconveyance of the premises vested in the Council, mentioned in the annexed list, to the parties named on payment of all rates and costs which would have been due up to the quarter in which the reconveyance may be signed had the property not been vested in the Council.—Recommended.

Resolutions.

With regard to item No. 2 (corresponding to item No. 4 of the extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of November 23, 1927), Mr. T. G. Jayawardene moved that the recommendation of the Law Committee be adopted, subject to the deletion of the following words from condition 12:—"If the Governor in Executive Council decides contrary to the decision of this Council that overhead cables shall be laid," and the condition 12, as amended, should read thus:—"Permission of the Council shall be obtained for the laying of any overhead cable. In the event of any dispute arising in consequence of the Council refusing permission, the question shall be decided by the Governor in Executive Council. The Council shall not be liable for any damage done to persons or property as the result of the laying of any electrical cables. Dr. E. V. Ratnam seconded.—Carried.

Resolved that the recommendation of the Standing Committee with regard to item No. 6 be adopted.

The Chairman moved that the Council do resume and that the resolutions of Council in Committee be adopted. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

The Chairman formally moved in Council that the resolutions of Council in Committee, and the recommendations of the various Committees, subject to any amendments of such recommendations by the Council in Committee, be adopted. Dr. E. V. Ratnam seconded.—Carried.

8. To submit in terms of section 97 of Ordinance No. 6 of 1910, a Draft Budget for 1928 containing:—(a) An estimate of the available Municipal income. (b) Details of proposed expenditure as printed and published in the *Government Gazette*, and circulated among the Members.

The Chairman moved that the consideration of the Draft Budget for 1928 be deferred to the Special Meeting of Council called, in terms of section 98 of Ordinance No. 6 of 1910, for December 14, 1927. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

With the permission of Council, the Chairman moved that Mr. R. L. Pereira, who has ceased to be a Member, in consequence of having failed to attend three consecutive General Meetings, be restored to office, under the provisions of section 30 of Ordinance No. 6 of 1910. Dr. E. V. Ratnam seconded.—Carried.

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

(1) The Quarterly Report of the Medical Officer of Health for the third quarter, 1927.

(2) Statements of receipts and disbursements from January 1 to October 31, 1927, and progress reports showing expenditure for October, 1927.

- (3) Weekly statements re plague.
- (4) Attendance return of Committees of the Municipal Council for 1927.
- (5) C. L. I. Band Programme for December, 1927.
- (6) Return of average daily supply and consumption of water for October, 1927.
- (7) The Municipal Engineer's report for November, 1927, on the condition of Tramway routes.
- (8) The Drainage Engineer's report on House Drainage, No. 200 for November, 1927.
- (9) Diaries of the following officers for the month of November, 1927, with a statement of outdoor work done :—

Municipal Engineer's Department :—The Municipal Engineer ; the Works Engineer ; the Assistant Works Engineer ; the Assistant Drainage Engineer ; the Engineer, Roads ; the Engineer, Buildings ; the Assistant Engineer ; the Engineer, Sanitation ; the Mechanical Engineer ; the Engineer, House Drainage ; Maintenance Inspectors (four) ; and the Chief Playground Instructor.

Waterworks Department :—The Waterworks Engineer, the Chief Assistant Waterworks Engineer, and the Assistant Engineer.

Public Health Department :—The Medical Officer of Health, Chief Assistant to the Medical Officer of Health, 2nd Assistant to the Medical Officer of Health, 3rd Assistant to the Medical Officer of Health, the Assistant Medical Officer of Health (Child Welfare), and the Acting City Microbiologist.

Veterinary Department :—Veterinary Surgeon and Veterinary Inspectors (four).

Municipal Treasurer's Department :—The Municipal Treasurer, the Assistant Municipal Treasurer, and Revenue Inspectors (twelve).

Municipal Assessor's Department :—The Municipal Assessor and the Assistant Municipal Assessor.

- (10) Monthly Reports of work done by the following officers for :—

- (a) The month of October, 1927 :—

The Works Engineer ; the Assistant Works Engineer ; the Drainage Engineer ; the Mechanical Engineer ; the Engineer, Roads ; the Engineer, Buildings ; the Assistant Engineer ; and the Engineer, Sanitation.

- (b) The month of November, 1927 :—

The City Analyst and the Acting City Microbiologist.

Mr. M. L. M. Reyal asked the Chairman to call upon the Assistant Medical Officer of Health (Child Welfare) to explain why her diary had not been kept up to date between November 17 and 30, and why she had not visited New Bazaar after the 5th, Modera since November 9, and St. Paul's after November 14.

The Chairman undertook to make inquiries.

W. T. STACE,
Chairman, Municipal Council, and Mayor of Colombo.

Confirmed on January 11, 1928 :

W. T. STACE,
Chairman, Municipal Council, and Mayor of Colombo.

ANNEXURE A.

Conditions for the Laying of Electric Mains on Colombo Roads.

(As amended and adopted by Council on December 7, 1927.)

(1) A plan to the scale of 1 chain to 1 inch is to be deposited with the Municipal Engineer, indicating by vermilion lines, letters, and figures, the exact position, laterally and in height or depth in which the cable is to be laid, and the position of all surface boxes, posts, &c. In the first instance, however, the Director of Electrical Undertakings will send pencil plans on 1 chain scale, and after discussion, if necessary, the Municipal Engineer will approve a pencil line to enable work to begin. Inked final plans will be sent later.

(2) No work shall be commenced until the Municipal Engineer has approved of the pencil line referred to in condition 1, and all particulars required by the Municipal Engineer for this purpose shall be furnished by the Director of Electrical Undertakings.

(3) The cable is to be laid, as shown on the plan as approved, and shall cross all streets at right angles as nearly as possible.

(4) The road crossings are to be put in without interruption to traffic, and the work should be done at such times as to cause the least possible inconvenience to ordinary traffic, care being taken to light all trenches, materials, &c., between 6 P.M. and 5 A.M., in accordance with the Council's rules.

(5) Cables must always be laid either above or below any culvert and never through a culvert.

(6) The average rate of progress in laying cables shall not be less than the number of yards per day prescribed by the Municipal Engineer, except where the conditions are such as to cause unusual delay in rock excavations or other obstacles.

(7) All earth which cannot be replaced in the trenches is to be removed promptly. Reinstatement of road surface will be done by the Council at Government's expense. Government will deposit with the Council a sum of Rs. 10,000 to cover the cost of such reinstatement. Work done will be charged to this deposit which must not fall below Rs. 5,000. The Municipal Engineer will send an estimate before final reinstatement to the Director of Electrical Undertakings for approval of cost not to exceed estimate. The actual cost will be debited to deposit on completion. On completion of the first reinstatement, the Director of Electrical Undertakings will notify the Municipal Engineer, who will arrange to take over the maintenance at the cost of the Director of Electrical Undertakings, pending final reinstatement, and will notify the Director of Electrical Undertakings accordingly.

(8) Surface boxes must be clearly marked and secured so that no other person may be led to open them by mistake. They must be of a pattern approved by the Municipal Engineer.

(9) In the event of a street being opened for any purpose by the Council, the Director of Electrical Undertakings, upon receipt of notice of the disturbance, will send a competent representative to advise as to the steps necessary for the protection of the cable. The Council may call upon such representative to certify that such steps have been taken to his satisfaction. Where a cable is exposed in the progress of any public work, the department concerned shall give immediate notice to the Government.

(10) If, in opening the ground and laying any cable, any pipes or other objects buried under the road and not shown upon the approved plan are found to be within 2 ft. of the proposed cable or connection, this fact shall be reported to the Municipal Engineer, who may require any alterations to be made in the manner of executing the work as may appear to him to be necessary, and, should it be necessary to alter any such pipes or other objects, the cost of such alterations shall be paid by the Government.

(11) Any notice herein referred to shall be deemed to have been sufficiently served if the same shall be addressed to the Director of Electrical Undertakings.

(12) Permission of the Council shall be obtained for the laying of any overhead cable. In the event of any dispute arising in consequence of the Council refusing permission, the question shall be decided by the Governor in Executive Council. The Council shall not be liable for any damage done to persons or property as the result of the laying of any electrical cables.

(13) Government should lay duplicate cables whenever circumstances permit.

List referred to in Item regarding Reconveyance of Properties vested in Council.

Premises.	To be reconveyed to.	Sum paid. Rs. c.	Quarter up to which Payment is made.
(1) 556/122, Thimbirigas-yaya (Registered No. 013,828)	(1) Welatantrige Rosaline Botejue, (2) Malage Silva Perera <i>alias</i> Malage Stephen Perera Samarasinghe	360 60 ..	2nd quarter, 1927
(2) 683/769, Pamankada-Bambalapatiya road (Registered No. 013,972)	(1) Welatantrige Wincelina Boteju, (2) Welatantrige Sophia Boteju, (3) Welatantrige Eugina Boteju, and (4) Welatantrige Buleena Dulcet Boteju	1,049 91 ..	4th quarter, 1927
(3) 1,314/1 Demetagodda (Registered No. 013,990)	Cader Tamby Abdul Rahim ..	469 32 ..	2nd quarter, 1927
(4) 2,088/2,089/6, Symond's road (Registered No. 014,009)	Bavada Marikar Avoo Lebbe Marikar ..	2,599 36 ..	2nd quarter, 1927
* (5) Nos 2,648/97 and 1,854-1854A/97, 2nd Division, Maradana (Registered No. 014,204)	Kahapola Aratchige Simon Silva <i>alias</i> Kahapola Aratchige Gaymon de Silva	4,592 55 ..	2nd quarter, 1927

* Item (5)—Papers having been received on the morning of November 26, 1927, were submitted to the Law Committee only.

Special Budget Meeting, Wednesday, December 14, 1927, at 3 p.m.

The Council met this day at 3 P.M. pursuant to notice dated December 7, 1927, to consider finally the Budget for the year 1928, in accordance with the provisions of section 98 of Ordinance No. 6 of 1910.

Present :—Mr. W. T. Stace, C.C.S., Chairman; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Dr. E. V. Ratnam; the Hon. Mr. C. H. Z. Fernando, M.L.C.; Mr. W. E. V. de Rooy; Mr. A. H. F. Clarke; Dr. E. A. Coorey; Mr. G. W. Dodds; Mr. T. G. Jayewardene, V.D., J.P.; Mr. N. R. Blande; Mr. A. H. G. Dawson; Lt.-Col. C. D. Myles, O.B.E., M.B., R.A.M.C.; Dr. S. Muttiah; Mr. G. R. Brown; Mr. F. E. Joliffe; and Dr. V. van Langenberg, V.D.

(Mr. G. H. N. Saunders, Municipal Treasurer, and Mr. E. H. Joseph, Secretary, were also present.)

The Chairman moved that the Council do go into Committee to consider the Budget for 1928. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

A Budget containing:—(a) An estimate of the available municipal income. (b) Details of proposed expenditure, as printed and published in the *Government Gazette* and circulated among the members and submitted to Council on December 7, 1927, according to the provisions of sections 97 and 98 of Ordinance No. 6 of 1910, was laid before the Council in Committee.

The Chairman pointed out the following amendments which should be made in the Budget since it was considered by the Four Standing Committees and gave reasons for each amendment :—

ESTIMATED EXPENDITURE.

Name of Vote.	Amendment.		Name of Vote.	Amendment.	
	From Rs.	To Rs.		From Rs.	To Rs.
A.—Non-effective Charges— Item 5.—Pensions ..	85,693	85,223	I.—Engineer's Department— Item 1.—Salaries ..	335,696	336,272
C.—Secretariat— Item 1.—Salaries ..	72,306	73,386	Item 2.—Allowances ..	34,740	34,980
D.—Treasurer's Department— Item 1.—Salaries ..	214,444	212,374	Extraordinary— Item 98.—Boswell road ..	10,000	18,250
E.—Veterinary Department— Item 11.—Salaries ..	18,660	18,756	Item 107.—Drain—Havelock road, &c. ..	31,000	30,000
G.—Fire Brigade and Ambulances— Item 1.—Salaries ..	39,396	39,756	Item 112.—Public bath, Pasetal road ..	3,000	2,850
Item 2.—Allowances ..	1,620	2,160	K.—Waterworks Department— Item 1.—Salaries ..	108,078	108,138
H.—Public Health Department— Item 3.—Allowances ..	21,600	21,720	Item 2.—Allowances ..	8,580	9,540
Item 13.—Salaries (Child Welfare) ..	34,980	34,440	L.—Assessing Department— Item 1.—Salaries ..	86,862	85,842
Item 30.—Salaries (Bacteriological Laboratory) ..	25,768	26,150	M.—Public Library— Item 1.—Salaries ..	8,208	8,448

It was noted that the total increase in expenditure as a result of these amendments was Rs. 7,654.

On the revenue side : I. Consolidated rate.

Item 40, Current. The amount of Rs. 3,350,000 was increased to Rs. 3,400,000.

Mr. T. G. Jayewardene spoke on the Budget and referred to the item in the "Statement showing Estimated Income and Expenditure for the Twelve Months ending December 31, 1928," Reserve for the purchase of Stores, &c., Rs. 100,000, which he urged should be deleted and the money spent on the opening of a new road from Old Moor street to Messenger street.

The Chairman explained the reason for the insertion of the item and stated that the item could be deleted if the Council so desired, and that if this were done, after adding the additional expenditure due to the amendments mentioned above, the deficit shown in the Budget would be more than met.

Dr. E. V. Ratnam also spoke on the question of the new road.

Mr. T. G. Jayewardene moved that the item Reserve for purchase of Stores, Rs. 100,000, be deleted. The Hon. Mr. C. H. Z. Fernando seconded.—Carried.

The Council next proceeded to consider *seriatim* the items under the various headings.

The items of the *Estimated Revenue* were gone through and passed, as amended.

The Estimated Expenditure.

1. Engineer's Department. (k) Extraordinary—(New works.)

The Hon. Mr. N. H. M. Abdul Cader moved that under "Construction of rain water drains," an item be included of Rs. 16,000 for the estimated cost of a rain water channel between Barber street and Messenger street. Mr. T. G. Jayewardene seconded. Dr. E. A. Coorey supported.—The motion was put to the meeting and carried.

Dr. S. Muttiah moved that a detailed estimate be prepared for the construction of a rain water drain in Barnes place, and that supplemental provision be applied for in due course. Mr. T. G. Jayewardene seconded.—Carried.

Construction of Rain Water Drains.

Item 107—Dr. E. V. Coorey moved that the part main drain be constructed from Havelock town to Wellawatta canal at a cost of Rs. 30,000 instead of from Havelock road to Kanatta at a cost of Rs. 31,000. Mr. T. G. Jayewardene seconded.—Carried.

Dr. S. Muttiah drew the attention of the Council to the fact that the Council is paying its Agents in London a commission of 3 per cent. and suggested that the London Agents should be written to with a view to the reduction of the commission.

The Hon. Mr. N. H. M. Abdul Cader, Mr. N. R. Blande, and the Hon. Mr. C. H. Z. Fernando spoke on the subject.

The Chairman undertook to look into the matter.

Mr. T. G. Jayewardene moved that a sum of Rs. 40,000 be included in the Budget for the acquisition of the land required for the opening of the road from Old Moor street to Messenger street. Dr. S. Muttiah seconded. The Hon. Mr. C. H. Z. Fernando supported.—The motion was put to the meeting and carried.

The Hon. Mr. C. H. Z. Fernando moved that a sum of Rs. 20,000 be included in the Budget for the Jampettah street extension to Skinner's road. Dr. E. V. Ratnam seconded. Mr. T. G. Jayewardene supported.—The motion was put to the meeting and carried.

The Chairman formally moved that the Council do resume, and that the resolutions of Council in Committee with regard thereto be adopted. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

The Chairman formally moved in Council that the Draft Budget, as amended, and the resolutions of Council in Committee with regard thereto be adopted. Dr. E. V. Ratnam seconded.—Carried.

The Hon. Mr. N. H. M. Abdul Cader moved that the Council do record their appreciation of the good work done by the Municipal Treasurer, Mr. G. H. N. Saunders, in framing the Budget. Dr. E. V. Ratnam seconded.—Carried.

W. T. STACE,

Chairman, Municipal Council, and Mayor of Colombo.

Confirmed on January 11, 1928 :

W. T. STACE,

Chairman, Municipal Council, and Mayor of Colombo.

Summary of Revenue and Expenditure from January 1 to 30 November, 1927.

HEAD OF REVENUE.	Estimated Revenue for 1927, as per Budget.		Revenue from January 1 to October 31, 1927.		Revenue for November, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Taxes	215,250	0	223,419	20	3,476	85	236,896	5
B.—Licences	251,200	0	205,131	13	3,018	0	208,149	13
C.—Judicial Fines	95,000	0	84,267	20	9,106	83	93,374	3
D.—Tolls	141,500	0	10,976	9	964	90	11,940	99
E.—Markets	142,400	0	123,522	69	12,542	99	136,065	68
F.—Slaughter-house	60,000	0	67,045	76	6,621	17	73,666	93
G.—Conservancy	11,000	0	10,794	86	1,261	28	12,056	14
H.—Cattle Mart and Quarantine Station	60,500	0	70,826	87	6,678	82	77,505	69
I.—Consolidated rate	3,385,000	0	3,250,737	19	98,334	80	3,349,071	99
K.—Water	839,000	0	817,577	57	147,190	95	964,768	52
L.—Rents	80,850	0	76,964	16	6,940	58	83,904	74
M.—Miscellaneous	530,568	0	538,955	98	13,719	14	552,675	12
Total	5,812,268	0	5,490,218	70	309,856	31	5,800,075	1

HEAD OF EXPENDITURE.	Estimated Expenditure for 1927, including Supplementary Votes and unspent Balances at December 31, 1926, brought forward.		Expenditure from January 1 to October 31, 1927.		Expenditure for November, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
A.—Non-effective charges	868,943	0	486,846	56	7,391	78	494,238	34
B.—Chairman	44,830	0	25,126	85	2,300	55	27,427	40
C.—Secretariat	111,839	64	88,480	68	8,287	55	96,768	23
D.—Treasurer's Department	296,788	0	224,651	91	19,355	3	244,006	94
E.—Veterinary Department	192,250	0	136,390	1	14,027	45	150,417	46
F.—Municipal Court	30,417	0	24,635	81	2,432	82	27,068	63
G.—Fire Brigade and Ambulances	118,110	0	68,248	5	5,179	19	73,427	24
H.—Public Health Department	508,940	0	364,286	57	36,181	44	400,468	1
I.—Engineer's Department	5,331,048	25	3,123,255	53	333,080	74	3,456,336	27
K.—Waterworks Department	592,049	9	320,948	61	41,089	68	362,038	29
L.—Assessing Department	116,110	0	82,759	9	7,367	70	90,126	79
M.—Public Library	21,095	0	18,019	30	746	72	15,766	2
							5,438,089	62
Excess of revenue over expenditure carried to Balance Sheet							361,985	39
Total	8,232,419	98	4,960,648	97	477,440	65	5,800,075	1

The Town Hall,
Colombo, December 22, 1927.

G. H. N. SAUNDERS,
Municipal Treasurer.

Statement of Receipts and Payments on Current Capital Works, November 30, 1927.

HEAD OF RECEIPT.	Receipts to December 31, 1926.		Receipts to November 30, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 80-inch water main and filtration works :—						
(a) Loan funds	3,000,000	0	—	—	3,000,000	0
(b) Revenue contributions	473,509	53	3,011	66	476,521	19
2. Colombo Drainage Works :—						
(a) Loan funds	11,072,980	0	—	—	11,072,980	0
(b) Grant in aid	7,100,000	0	—	—	7,100,000	0
(c) Revenue contributions	578,504	11	184,205	4	762,709	15
3. Amount received on realization of sinking funds and interest thereon*	2,103,427	52	2,550	87	2,105,978	39
4. Town Hall at Victoria Park :—						
Revenue contributions	11,274	20	68,294	35	79,568	55
Do.	—	—	20,469	55	20,469	55
Total	24,339,695	36	278,531	47	24,618,226	83

* From this amount will be met : (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid, and revenue contributions ; (2) Raising of Labugama reservoir dam ; (3) construction of Town Hall at Victoria Park.

HEAD OF PAYMENT.	Estimate.		Payments to December 31, 1926.		Payments to November 30, 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works	3,476,521	19	3,473,509	53	3,011	66	3,476,521	19
2. Colombo Drainage Works :—								
(a) Works carried out by Resident Engineer as per modified scheme	17,830,564	12	17,830,564	12	—	—	17,830,564	12
(b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922	897,117	21	735,220	31	161,896	90	897,117	21
(c) Public lavatories and house connections	701,003	96	678,695	82	22,303	14	701,003	96
3. Raising of Labugama reservoir dam	319,293	76	319,293	76	—	—	319,293	76
4. Town Hall at Victoria Park	1,497,825	32	1,141,423	81	252,302	78	1,393,726	59
Total	24,722,325	56	24,178,707	35	439,519	48	24,618,226	83

The Town Hall,
Colombo, December 22, 1927.

G. H. N. SAUNDERS,
Municipal Treasurer.

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, January 17, 1928.

G. H. N. SAUNDERS,
for Chairman,

SCHEDULE.

Premises No.	Street.	Quarter and Year.	Date and Time of Sale.
983B/54 ..	Hill street ..	.. 3rd quarter, 1927	.. February 6, 1928, at 9 A.M.

List of Auctioneers' Licences issued during the Month of December, 1927, for 1928.			Date 1927.	Licence No.	Name and Address.
Date 1927.	Licence No.	Name and Address.	December 20 ..	21 ..	H. D. John Pieris, 8, Hulftsdorp, Colombo
December 20 ..	1 ..	A. R. Livermore, Messrs. Bartleet & Co., Colombo	December 23 ..	22 ..	G. H. Wijeyaratne, 1A, Baillie street, Colombo
December 20 ..	2 ..	E. E. F. Barnes, Messrs. Bartleet & Co., Colombo	December 23 ..	23 ..	C. de S. Wijeyaratne, 37, Hospital street, Colombo
December 20 ..	3 ..	Thomas Kane, Messrs. Forbes & Walker, Colombo	December 23 ..	24 ..	T. A. de S. Wijeyaratne, 37, Hospital street, Colombo
December 20 ..	4 ..	John Wilfred Edwin Adamson, Messrs. Forbes & Walker, Colombo	December 23 ..	25 ..	W. E. Keell, Messrs. Keell & Wallock, Colombo
December 20 ..	5 ..	R. H. Horne, Messrs. Forbes & Walker, Colombo	December 23 ..	26 ..	W. R. Maguire, Messrs. Keell & Wallock, Colombo
December 23 ..	6 ..	G. P. Adams, Messrs. Gow, Somerville & Co., Colombo	December 23 ..	27 ..	N. S. Bostock, Messrs. Keell & Wallock, Colombo
December 23 ..	7 ..	H. J. Moppett, Messrs. Gow, Somerville & Co., Colombo	December 23 ..	28 ..	J. R. Stopford, Messrs. Keell & Wallock, Colombo
December 23 ..	8 ..	V. F. Boord, Messrs. Gow, Somerville & Co., Colombo	December 23 ..	29 ..	F. A. Wallock, Messrs. Keell & Wallock, Colombo
December 23 ..	9 ..	F. J. Erisby, Messrs. Gow, Somerville & Co., Colombo	December 23 ..	30 ..	F. Burkins, Messrs. Keell & Wallock, Colombo
December 23 ..	10 ..	R. B. Gibson, Messrs. Gow, Somerville & Co., Colombo	December 23 ..	31 ..	C. T. Young, Messrs. Gow, Somerville & Co., Colombo
List of Auctioneers' and Brokers' Licences issued during the Month of December, 1927, for 1928.			December 23 ..	32 ..	Harold Gordon Donald, Messrs. Gow, Somerville & Co., Colombo
December 8 ..	1 ..	M. A. Sheriff, Y. M. C. A. buildings, Fort, Colombo	December 23 ..	33 ..	L. M. M. Dias, 29, Chatham street, Colombo
December 9 ..	2 ..	William Thorpe Bogle, Messrs. R. Gordon & Co., Colombo	December 23 ..	34 ..	J. C. G. Rodrigo, 49, Chatham street, Colombo
December 9 ..	3 ..	Walter Lionel Knopp, Messrs. R. Gordon & Co., Colombo	December 23 ..	35 ..	W. P. H. Dias, 49, Chatham street, Colombo
December 9 ..	4 ..	Leonard Ralph Lermite, Messrs. R. Gordon & Co., Colombo	December 23 ..	36 ..	K. A. G. Perera, 44, Maliban street, Colombo
December 9 ..	5 ..	Denis Malcolm Mackie, Messrs. R. Gordon & Co., Colombo	December 23 ..	37 ..	A. Livera, Laurie's lane, Bambalapitiya
December 9 ..	6 ..	James Kenneth Speer, Messrs. R. Gordon & Co., Colombo	December 23 ..	38 ..	A. M. Chittambalam, 51, Queen street, Colombo
December 12 ..	7 ..	W. D. E. Abraham, 1, Hulftsdorp, Colombo	December 23 ..	39 ..	A. Y. Daniel, Baillie street, Colombo
December 15 ..	8 ..	H. S. Phillips, National Bank buildings, Fort	December 23 ..	40 ..	J. G. Vandersmagt, Baillie street, Colombo
December 16 ..	9 ..	P. C. J. Sebastian de Silva, 61, Bristol buildings, Fort	List of Brokers' Licences issued during the Month of December, 1927, for 1928.		
December 20 ..	10 ..	J. P. Mendis, 31, Canal Row, Colombo	December 6 ..	1 ..	D. A. Dias Bandaranayake, 62, Hill street, Colombo
December 20 ..	11 ..	A. D. Perera, Chatham street, Colombo	December 8 ..	2 ..	E. H. de Fonseka, Green Lodge, Greenlands road, Colombo
December 20 ..	12 ..	Chas. W. Weerasinghe, 93, Reid avenue, Colombo	December 9 ..	3 ..	Spencer Francis Otley Lovell, Messrs. R. Gordon & Co., Colombo
December 20 ..	13 ..	P. J. Parsons, Messrs. Bartleet & Co., Colombo	December 9 ..	4 ..	Albert Douglas Learmond, Messrs. R. Gordon & Co., Colombo
December 20 ..	14 ..	A. Boys, Messrs. Bartleet & Co., Colombo	December 9 ..	5 ..	R. S. Fernando, St. John's road, Colombo
December 20 ..	15 ..	W. S. Flindall, Messrs. Bartleet & Co., Colombo	December 9 ..	6 ..	V. Arunachalam, 40, Upper Chatham street, Colombo
December 20 ..	16 ..	E. H. F. Layard, Messrs. Bartleet & Co., Colombo	December 13 ..	7 ..	Felix Constantino, Messrs. Constantino & Sons, Colombo
December 20 ..	17 ..	F. N. Sudlow, Messrs. Forbes & Walker, Colombo	December 14 ..	8 ..	Cyril Pieris, 40, Upper Chatham street, Colombo
December 20 ..	18 ..	O. B. Forbes, Messrs. Forbes & Walker, Colombo	December 14 ..	9 ..	P. P. Abeyawardane, 40, Upper Chatham street, Colombo
December 20 ..	20 ..	Charles William Walker, Messrs. Forbes & Walker, Colombo	December 14 ..	10 ..	E. C. Bakmiwewa, 6, Bristol buildings, Fort, Colombo
			December 15 ..	11 ..	G. Harison Gregory, Imperial Bank buildings, Colombo

Date. 1927.	Licence No.	Name and Address.	Date. 1927.	Licence No.	Name and Address.
December 15 ..	12 ..	Phillip Elliot France, Imperial Bank buildings, Colombo	December 23 ..	28 ..	D. H. Jayasinghe, 35, Canal row, Fort, Colombo
December 15 ..	13 ..	M. D. Cockburn, Messrs. Bois Brothers, Colombo	December 23 ..	29 ..	A. W. Cartholis, 29, Chatham street, Colombo
December 16 ..	14 ..	P. L. Schubert, 1, Baillie street, Colombo	December 23 ..	30 ..	D. E. de Fry, 410/3, 3rd Division, Maradana
December 19 ..	15 ..	D. G. Peiris, 89, Hulftsdorp, Colombo	December 23 ..	31 ..	Lazaras Motha, L. Motha & Co., Colombo
December 20 ..	16 ..	Wilton Bartleet, Messrs. Bartleet & Co., Colombo	December 23 ..	32 ..	W. J. L. Chandravarnam, Messrs. L. Motha & Co., Colombo
December 20 ..	17 ..	S. J. Gunasekera, 63, Maliban street, Colombo	December 23 ..	33 ..	S. A. M. Joachim, Deepdene, Skelton road, Havelock town
December 20 ..	18 ..	Henry Harold Kirton, Messrs. Forbes & Walker, Colombo	December 23 ..	34 ..	H. A. Rode, High street, Wellawatta
December 21 ..	19 ..	T. Selvadurai, 91, Chatham street, Colombo	December 23 ..	35 ..	Gerald de Moser, 17, Baillie street, Colombo
December 21 ..	20 ..	A. J. C. Lintott, Messrs. Keell & Waldoek, Colombo	December 23 ..	36 ..	C. S. Fernando, 70, Bristol buildings Fort, Colombo
December 21 ..	21 ..	L. H. C. Waldoek, Messrs. Keell & Waldoek, Colombo	December 23 ..	37 ..	G. L. Jayawardene, 51, Queen street, Colombo
December 21 ..	22 ..	A. D. Lintott, Messrs. Keell & Waldoek, Colombo	December 23 ..	38 ..	Edward Casie Chetty, 51, Queen street, Colombo
December 21 ..	23 ..	M. S. Murdock, Messrs. Keell & Waldoek, Colombo	December 23 ..	39 ..	D. W. Jayamaha, W. James Robert & Co., Colombo
December 21 ..	24 ..	D. W. de Kretser, Messrs. Keell & Waldoek, Colombo	December 23 ..	40 ..	M. D. R. Wisidagama, Messrs. William James Robert & Co., Colombo
December 21 ..	25 ..	H. A. F. Wiramanaden, Messrs. Keell & Waldoek, Colombo			
December 20 ..	26 ..	Arnold Falet Wallace Tarry, Messrs. Forbes & Walker			
December 23 ..	27 ..	Donald D. Jansz, Dunbar House, Mount Lavinia			

VIVIAN PEREIRA,
Acting Municipal Treasurer.

The Town Hall,
Colombo, January 11, 1928.

MUNICIPALITY OF GALLE.

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 Galle, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of assessment rates due on the premises mentioned in the subjoined schedule for 3rd quarter, 1927, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount due of the assessment rates and costs be duly paid.

The Municipal Office,
Galle, January 16, 1928.

By order,
ARTHUR ARNDT,
Secretary.

Schedule.

Time of Sale : To commence at the first-named Premises at 7 a.m. Each Day.

Fort Ward.

Monday, February 20, 1928.

Leyn Baan street : Nos. 10, 34, 37 ; and Pedlar street : No. 19.

Kaluwella Ward.

Tuesday, February 21, 1928.

Bazaar Nos. 17, 20, 74, 79, 152, 176, 243, 307, 315, 316, 320, 331, 332, 247 ; and Kaluwella : No. 289a.

Wednesday, February 22, 1928.

Kumbalwella : Nos. 153, 182, 197 ; Havelock place : No. 6 ; Dangedera : Nos. 234, 249, 252, 254a, 254b, 279a, 308, 310, 328, 329, 343, 344, and 371.

Galupiadde Ward.

Thursday, February 23, 1928.

Dangedera : Nos. 34, 42g, 48 ; Galupiadde : Nos. 86, 202, 276, 276b, 278, 285, 286, 303, 324, 325, 348, 358, 398, 400, 425, 425c, 429, 430a, 430d, 433a, 442, 444a, 478, and 478a.

Friday, February 24, 1928.

Ettiligoda : Nos. 4, 99, 99a, 117b ; Dewature : Nos. 30, 38, 39, 70, 87, 108, 110 ; and Makuluwa : No. 23a.

Monday, February 27, 1928.

Dangedera : Nos. 98, 109, 117, 117b, 117c, 130, 131, 131a, 132, 133, 165 ; Galupiadde : Nos. 749, 717, 773, 810, 812, 813.

Tuesday, February 28, 1928.

Galupiadde : Nos. 867, 873, 931, 953, 956, 967, 1002, and 1027.

Wednesday, February 29, 1928.

Galupiadde : Nos. 536, 566, 585, 596, 608a, 621a, 622, 648, 658, 682b, 683, 683b, 694 ; Makuluwa : Nos. 27a, 32, 35, 40 ; Circular road : Nos. 15, 29, 30, 31, 32, 33 ; and Miliduwa : No. 2.

Thursday, March 1, 1928.

Dewatte : Nos. 1, 2, 11, 12, 13, 14, 15, 16i, 23c, 23d, 23g, 23h, 23i, 24/25, 57, 58, 82, 94, 95, 96, 97, 98, 100, 101, 102, 123, 126, 127, 128, 129, 150, and 164.

Friday, March 2, 1928.

Koswatta : Nos. 6, 7, 11, 18, 24, 26, 43, 50, 52, 53 ;
Tangalumulla : Nos. 1, 10, 48, 61, and 75.

Monday, March 5, 1928.

Katugoda : Nos. 27, 29, 30, 57, 58, 59, 63, 84, 91, 111,
115, 121, 122, 130, 147, 159, 164, 166, 167, 169, 180, 185,
202, 214, 227, 228a, 232, and 243.

Tuesday, March 6, 1928.

Ettiligoda : Nos. 175, 194, 209, 210, 216, 238, 266, 271,
282, 286, 288, 308, 340, 401, 405, 407, 420, 473, 498b, 525b,
560, 596a, 288a, 543a ; Miliduwa : Nos. 15, 73, 78a, 78b,
104, 106, and 46.

Hirimbura Ward.

Wednesday, March 7, 1928.

Kumbalwella : Nos. 1, 42 ; Dangedera : Nos. 13, 21, 23,
44, 161e, 215b, 232a, 241/245, 250, 251, 253, 500, 508c,
621, and 634.

Thursday, March 8, 1928.

Talgahahena : Nos. 36a, 56, 57 ; Madawalamulla : Nos.
10, 13, 57, 142 ; Bataganwila : Nos. 55, 91 ; Kumbalwella :
Nos. 1, 42, 56a, 58c, 221, 222a, 229, 230, 282 ; and Alapalawa :
Nos. 21 and 21a.

Friday, March 9, 1928.

Maitipe : Nos. f7, 97, 143a, 154, 419, 442, 482, 483,
485, 505, 514, 530, 560, 564, 564a, 601f, 602, 609, 715, 744,
924, 937, 938, 959, 991, 993, 955.

Monday, March 12, 1928.

Hirimbura : Nos. 232a, 235, 239, 290, 318, 319, 327, 328,
389, 395.

Tuesday, March 13, 1928.

Hirimbura : No. 411 ; and Miliduwa : No. 1184.

Kumbalwella Ward.

Wednesday, March 14, 1928.

Kaluwella : Nos. 1, 19, 20, 22, 29, 32c, 32d, 34, 35, 41a,
41b, 54a, 55, 57a, 74, 91, 94c, 95e, 96, 96a, 97, 98, 98a, 98b,
102, 105a, 106a, 107, 110, 114, 119, 126, 129b, 129a, 131, 132,
132a, 133, 133a, 134, 179h, 179i, 179j, 179k, 179n, and 179o.

Thursday, March 15, 1928.

Kaluwella : Nos. 180a, 183, 189, 195, 195a, 196, 199, 201,
204a, 207, 228, 233, 233a, 237, 238, 239, 240, 241, 244, 248,
247, 249, 250, 250a, 257, 261, 262a, 263, 264, 272a, 273, 275,
276, 277, 278, 279, and 279a.

Friday, March 16, 1928.

Kaluwella : Nos. 280, 281, 283a, 284, 285, 285b, 286, 287,
287a, 287b, 289, 290, 291, 293, 293a, 295, 299, 300a, 301,
301a, 302, 305, 307, 308, 308a, 315, 315a, 316, 320, 320a,
320b, 321, 322, 323, 324, 325, and 109a.

Monday, March 19, 1928.

Galuwadugoda : Nos. 3, 4, 6, 9, 10, 14, 16, 16a, 17, 21,
21a, 22, 23, 23a, 24, 25, 25a, 25b, 25c, 25d, 32, 41, 42, 43, 44,

45, 48, 53, 55, 56, 57, 58, 60, 65, 67, 69, 83b, 86, 87, 91, 92,
93, 94, 95, 98, 99, 101, 108, 109, 111, 112, 113, 114, 116, 117,
and 119.

Tuesday, March 20, 1928.

Galuwadugoda : Nos. 121, 122, 123, 124, 125, 126, 125a,
127, 127a, 129a, 134, 135, 137, 138, 140, 140a, 141, 145, 149,
150, 151, 151a, 163, 164, 176a, 177, 180, 182, 190, 193, 195,
196, 199, 203, 205, 208, 212, 213, 217, 218, 219, 220, 224,
225, 226, 227, 228, 229, 232, 233, 234, 237, 238, 240, 241,
242, 243, 244, 252, 253, 260, 261, 263, 264, 268, 272, 279,
283, 284, 285, 286, 287, 288, 289, 290, 291, 251d, 251e, 251f,
and 251g.

Wednesday, March 21, 1928.

Ossenagoda : Nos. 1, 2a, 4, 5, 6, 7, 9, 10, 12, 13, 14, 14a,
15, 16, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30, 31, 32, 34, 35,
36, 37, 38, 39, 40, 41, 43, 45, 48, 51, 52, 53, 53a, 55, 56, 58,
60, 61, 62, 63, 64, 69, 70, 71, 73, 74, 75, 77a, and 59.

Thursday, March 22, 1928.

Ossenagoda : Nos. 79, 80, 81, 82, 84a, 86, 87, 88a, 89, 90,
91, 94, 96, 97, 98, 100a, 102, 103, 106, 107, 108, 109, 110,
11, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126,
127, 129a, 131, 132, 140, 146, 147, 150, 151, 153, 154, 155,
156, 157, 159, 163, 164a, 165, 167, 168, 170, 172, 173, 174,
178, 179, 183, 184, 185, 186, 189, 190, 191, 192, 192a, 193,
193a, 194, 196, 197, 199, 200, 202, 203, 204, 205, 206, 207,
212, 213/215, 216, 216a, 217, 218, 221, 222, and 223.

Friday, March 23, 1928.

Kumbalwella : Nos. 11, 12, 13, 16, 19a, 22, 47, 51, 51a,
80, 84, 84a, 87, 93, 100, 105, 110, 119, 120, 123, 124, 131, 132,
133, 135, 139, 146, 146a, 148, 149, 150, 153, 154, 155, 157,
160, 161, 162, 162, 186, 189, 192, 196, and 197.

Monday, March 26, 1928.

Bope : Nos. 2, 2a, 4a, 6, 7, 9, 10, 21, 23, 26, 27, 29, 29a,
34, 38, 40, 41a, 42, 43, 46, 55, 56, 58, 59, 66, 67, 73, 75, 76,
79, 80, 81, 83, 99, 105, 106, 108, 110, 112, 113, 117, 119,
120, 135, 145, 148, 150, 151, 152, 153, 154, 155, 156, 160,
166, 167, 169, 171, 173, 175, 177, 178, 182, 183, 184, 185, 186,
188, 189, 190, 191, 193, 194, 195, 196, 197, 199, 200, and 202.

Tuesday, March 27, 1928.

Bope : Nos. 208, 209, 210, 211, 213, 218, 222, 223, 224,
225, 231, 237, 238, 239a, 240, 245, 252, 253, 256, 258, 259,
260, 261, 263, 264, 265, 266, 272, 273, 278, 280, 281, 283,
294, 295, 296, 297, 308, 309, 313, 316, 317, 321, 323, 324,
325, 326, 327, 329, 337, 340, 342, 355, 356, 357, 366, 368,
372, 383, 384, 392, 393, 394, 395, and 405.

Wednesday, March 28, 1928.

Kandewatta : Nos. 133, 133b, 143, 164, 165, 183f, 200,
211, 213b, 219, 196c, and 196d.

Thursday, March 29, 1928.

Dadalla : Nos. 42, 111, 141, 144, 393, 409, 443, 476, 480,
489, 562, 573, 597, 615, 618, and 648.

Friday, March 30, 1928.

Gintota : Nos. 9, 101, 120, 154, 160, 185a, 193, 364f, 365,
365a, 395, 416, 450, 457, 459a, 474, and 195.

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

Notice of Sale, Urban District Council, Negombo.

NOTICE is hereby given that (1) the rents and profits from 1 to 3 years, (2) timber and produce, (3) materials of houses, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Urban District Council, Negombo, in terms of the 140th clause of 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 said rates and cost be duly paid.

District Council Office,
Negombo, January 10, 1928.

ALEX. ED. RAJAPAKSE,
Chairman, Urban District Council.

January 25, 1928.

Street: 1st Bolawalana.

Assessment No.	Quarter and Year.	Time of Sale.
21	3rd quarter, 1927..	8 A.M.
Street: 3rd Bolawalana.		
87	3rd quarter, 1927..	10 A.M.
Street: 2nd Kurana.		
98	3rd quarter, 1927..	2 P.M.
104	Do.	2.10 "
Street: 3rd Kurana.		
23	3rd quarter, 1927..	2.20 P.M.
30	Do.	2.40 "
44	Do.	2.50 "
126	Do.	3.10 "
128	Do.	3.20 "
129	Do.	3.25 "
140	Do.	3.35 "
144	Do.	3.45 "
268	Do.	3.55 "
270	Do.	4 "

January 26, 1928.

Street: 4th Kurana.

16	3rd quarter, 1927..	8 A.M.
54	Do.	8.10 "

January 27, 1928.

Street: 4th Tammitta.

10	3rd quarter, 1927..	8 A.M.
35	Do.	8.10 "
68	Do.	8.20 "
79	Do.	8.30 "
95	Do.	8.35 "

Street: 3rd Udayartopu.

3	3rd quarter, 1927..	9 A.M.
26	Do.	9.10 "

January 28, 1928.

Street: Sea street.

11	3rd quarter, 1927..	8 A.M.
18	Do.	8.10 "
52	Do.	8.20 "
53	Do.	8.30 "
54	Do.	8.40 "
80	Do.	8.50 "
93	Do.	9 "
104	Do.	9.10 "
109	Do.	9.20 "
123	Do.	9.30 "
128	Do.	9.40 "
129	Do.	9.50 "
130	Do.	10 "
133	Do.	10.10 "
134	Do.	10.20 "
136	Do.	10.30 "
138	Do.	10.50 "
142	Do.	11 "
147	Do.	11.10 "
163	Do.	11.20 "
165	Do.	11.30 "

January 30, 1928.

Street: Sea street.

Assessment No.	Quarter and Year.	Time of Sale.
184	3rd quarter, 1927..	8 A.M.
193	Do.	8.10 "
194	Do.	8.20 "
232	Do.	8.30 "
235	Do.	8.40 "
238	Do.	8.50 "
241	Do.	9 "
259	Do.	9.10 "

Street: Fish Market.

12	3rd quarter, 1927..	9.20 A.M.
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Street: Kamachchodai.

1-7	3rd quarter, 1927..	9.30 A.M.
12	Do.	9.40 "
58	Do.	9.50 "

Street: 3rd Sea street.

8	3rd quarter, 1927..	10 A.M.
26	Do.	10.20 "
28	Do.	10.30 "
32	Do.	10.40 "
34	Do.	10.50 "
35	Do.	11 "
36	Do.	11.10 "
40	Do.	11.20 "
42	Do.	11.30 "
45	Do.	11.40 "
47	Do.	11.50 "
57	Do.	2 P.M.
62	Do.	2.10 "
63	Do.	2.30 "
67	Do.	2.40 "
71	Do.	2.50 "
72	Do.	3 "
77	Do.	3.10 "
82	Do.	3.20 "
84	Do.	3.30 "
85	Do.	3.40 "
90	Do.	3.50 "
91	Do.	4 "
92	Do.	4.10 "
102	Do.	4.20 "
107	Do.	4.30 "
114	Do.	4.40 "
122	Do.	5 "

January 31, 1928.

Street: 3rd Sea street.

133	—	8 A.M.
135	—	8.10 "
145	3rd quarter, 1927..	8.20 "
153	Do.	8.30 "
154	Do.	8.40 "

Street: 4th Sea street.

Assessment No.	Quarter and Year.	Time of Sale.
19	3rd quarter, 1927..	9 A.M.
26	Do.	9.10 "
27	Do.	9.20 "
28	Do.	9.30 "
33	Do.	9.40 "
34	Do.	9.50 "
44	Do.	10.20 "
52	Do.	10.40 "
61	Do.	10.50 "
62	Do.	11 "
64	Do.	11.10 "
68	Do.	11.20 "
72	Do.	11.30 "
78	Do.	2 P.M.
84	Do.	2.10 "
123	Do.	2.20 "
148	Do.	2.30 "
189	Do.	2.40 "
215	Do.	3 "
223	Do.	3.10 "
226	Do.	3.20 "
231	Do.	3.30 "
233	Do.	3.40 "
235	Do.	3.50 "
241	Do.	4 "
250	Do.	4.10 "
252	Do.	4.20 "
255	Do.	4.30 "

February 1, 1928.

Street: Main street.

12	3rd quarter, 1927..	8 A.M.
18	Do.	8.5 "

Street: St. Mary's street.

19	3rd quarter, 1927..	8.10 A.M.
23	Do.	8.15 "
26	Do.	8.20 "

Street: 5th Cross street.

6	3rd quarter, 1927..	8.30 A.M.
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Street: Custom House road.

24	3rd quarter, 1927..	8.35 A.M.
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Street: Police Barrack street.

20	3rd quarter, 1927..	8.40 A.M.
21	Do.	8.45 "
23	Do.	8.50 "
28	Do.	8.55 "

Street: Mudaliyar's road.

9A	3rd quarter, 1927..	9.5 A.M.
10	Do.	9.10 "
12	Do.	9.15 "
13	Do.	9.20 "

Street: Grand street.

17	3rd quarter, 1927..	9.25 A.M.
32A	Do.	9.30 "
40	Do.	9.40 "
65	Do.	9.45 "
92	Do.	9.50 "

Street : Leitan's lane.			Assessment			Time			February 3, 1928.		
Assessment	No.	Quarter and Year.	No.	Quarter and Year.	Time	Street : Munnakkara.	No.	Quarter and Year.	Time	of Sale.	of Sale.
			47	3rd quarter, 1927..	8.15 A.M.						
10	..	3rd quarter, 1927..	50A	Do.	8.20	224	..	3rd quarter, 1927..	8	A.M.	
14	..	Do.	50B	Do.	8.25	225	..	Do.	8	5	..
16	..	Do.	58	Do.	8.30	225A	..	Do.	8.10	..	..
16A	..	Do.	59/60	Do.	8.35	225C	..	Do.	8.15	..	..
19	..	Do.	70	Do.	8.40	232	..	Do.	8.20	..	..
27	..	Do.	74	Do.	8.45	234/236	..	Do.	8.25	..	..
			78	Do.	8.50	237	..	Do.	8.30	..	..
			80	Do.	8.55	241	..	Do.	8.35	..	..
			84	Do.	9	155	..	Do.	8.40	..	..
33	..	3rd quarter, 1927..	87	Do.	9.5	245	..	Do.	8.45	..	..
83	..	Do.	89	Do.	9.10	246	..	Do.	8.50	..	..
84	..	Do.	91	Do.	9.15	250	..	Do.	8.55	..	..
93A	..	Do.	94	Do.	9.20	253	..	Do.	9	..	..
101	..	Do.	97	Do.	9.25	259	..	Do.	9.5	..	..
102	..	Do.	103	Do.	9.30	258	..	Do.	9.10	..	..
			104	Do.	9.35	262	..	Do.	9.15	..	..
			105	Do.	9.45	262A	..	Do.	9.20	..	..
			114	Do.	9.50	263	..	Do.	9.25	..	..
			116	Do.	9.55	267	..	Do.	9.30	..	..
			118	Do.	10	268	..	Do.	9.35	..	..
			122	Do.	10.5	270	..	Do.	9.40	..	..
			126	Do.	10.10	271	..	Do.	9.45	..	..
			127	Do.	10.15	275A	..	Do.	9.50	..	..
			128	Do.	10.20	276	..	Do.	9.55	..	..
			130	Do.	10.25	281	..	Do.	10	..	..
			133A	Do.	10.30	282	..	Do.	10.5	..	..
			139	Do.	10.35	285	..	Do.	10.10	..	..
			148A	Do.	10.40	288	..	Do.	10.15	..	..
			150	Do.	10.45	289	..	Do.	10.20	..	..
			151	Do.	10.50	290	..	Do.	10.25	..	..
			154	Do.	10.55	291	..	Do.	10.30	..	..
			154A	Do.	11	298	..	Do.	10.35	..	..
			156/157A	Do.	2 P.M.						
			158	Do.	2.5						
			159	Do.	2.10						
			161	Do.	2.15						
			163	Do.	2.20						
			164	Do.	2.30						
			168	Do.	2.35						
			171	Do.	2.40						
			174A	Do.	2.45						
			175	Do.	2.50						
			176	Do.	2.55						
			178	Do.	3						
			179	Do.	3.5						
			180	Do.	3.10						
			184	Do.	3.15						
			185	Do.	3.20						
			187	Do.	3.25						
			189	Do.	3.30						
			190	Do.	3.35						
			192	Do.	3.40						
			199	Do.	3.45						
			203	Do.	3.50						
			209	Do.	3.55						
			216	Do.	4						
			223A	Do.	4.5						

February 2, 1928.

Street : Munnakkara.

27	..	3rd quarter, 1927..	8	A.M.
28	..	Do.	8.5	..
32	..	Do.	8.10	..

February 4, 1928.

Street : 2nd Tammitra.

2	..	3rd quarter, 1927..	8	A.M.
5	..	Do.	8.5	..
7A	..	Do.	8.10	..
8	..	Do.	8.15	..
9	..	Do.	8.20	..
25	..	Do.	8.25	..
32	..	Do.	8.30	..
35	..	Do.	8.35	..
50	..	Do.	8.40	..
60	..	Do.	8.45	..
61	..	Do.	8.50	..
74	..	Do.	8.55	..

Street : 2nd Udayartopu.

3	..	3rd quarter, 1927..	9	A.M.
67A	..	Do.	9.5	..
69	..	Do.	9.10	..

Street : 2nd Hunupitiya.

29	..	3rd quarter, 1927..	9.15	A.M.
49	..	Do.	9.25	..

Matale Urban Education District Committee, Receipts and Expenditure, 1927.

RECEIPTS.		Rs. c.	EXPENDITURE.		Rs. c.
Balance at the end of December, 1926		4,687 28	Salary of Attendance Officer		500 0
			Salary of Peon		210 0
			Allowance of Secretary		300 0
			Furniture		87 25
			Free books		20 65
			Stationery and printing		140 97
			Miscellaneous		105 12
			Bicycle allowance of Attendance Officer		105 0
			Building grant		1,000 0
			Balance		2,218 29
		4,687 28			4,687 28

Urban Education District Committee,
Matale, January 11, 1928.RICHARD G. WIJEYEKON,
Chairman, Urban Education District Committee, Matale.

NOTICE TO MARINERS.

No. 1 of 1928.

CEYLON—COLOMBO HARBOUR.

Experimental Light.

DURING the week commencing Sunday, January 22, the Red Fixed Light at the northern extremity of the Island Breakwater, will be replaced by an Experimental Light Rod flashing once every 3 seconds.

Master Attendant's Office,
Colombo, January 17, 1928.

E. C. STUBBS, Captain, R.N. (Retired),
Master Attendant.

ROAD COMMITTEE NOTICES.

Branch Roads in Maskeliya District.

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 following roads will be held at Maskeliya Club on Wednesday, February 1, 1928, at 3.30 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:—

Maskeliya-Moray Branch Road.
Maskeliya-Cruden Branch Road.
Brownlow-Luccombe Branch Road.
Norwood-Upcot Branch Road.

Notice is also given that the Local Committee, as soon as elected, will consider—

1. Election of Chairman, Local Committee.
2. Read notice calling the meeting.
3. Confirm minutes of the last meeting.
4. To pass estimates for the maintenance of the above roads for 1927-28.
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, 1928.
6. Brownlow-Luccombe road assessment for widening.
7. Correspondence.
8. Any other business properly brought before the meeting.

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.

Provincial Road Committee's Office, E. R. SUDBURY,
Kandy, January 9, 1928. for Chairman.

Duckwari-Cottaganga 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 Cottaganga estate bungalow on Tuesday, January 24, 1928, at 9 A.M., for the purpose of electing a Local Committee, which shall consist of not less than three nor more than five members, and which shall hold office for two years.

Notice is also given that the Local Committee, as soon as elected, will consider:—

1. Election of Chairman, Local Committee.
2. To pass estimate for the maintenance of the above road for 1927-28.

3. To report to the Provincial Road Committee, with regard to—

- (a) The names of estates (with their acreages) which are interested in and which use the road;
- (b) The sections of the road used by these estates;
- (c) The names of proprietors, resident managers, or superintendents, and of the agents of these estates—

for the assessment of the moiety of cost of maintenance for the year ending September 30, 1928.

N.B.—The General Meeting shall consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

E. R. SUDBURY,
Provincial Road Committee's Office, for Chairman.
Kandy, January 9, 1928.

Notice re-Supply of Metal.

RATES are invited for the supply of approximately 100 cubes of 2 in. metal for the Yakkatuwa-Talgawela District Road Committee road on the following miles:—

Miles.	Cubes.
4th	20
5th	5
6th	5
7th	5
8th	10
9th	10
10th	20
11th	15
12th	5
13th	5

The exact position of the piling of the metal will be shown to applicants by the Road Overseer in charge. All metal to be ready for delivery on or before April 30, 1928. Payment will be made monthly for every 25 cubes supplied. Tenders will be received up to January 31, 1928.

District Road Committee Office, P. H. DE LAHARPE,
Galle, January 13, 1928. for Chairman.

Haputale-Dambatenna Branch Road.

NOTICE is hereby given that in terms of sections 11 and 14 of "The Branch Roads Ordinance, 1896," a General Meeting of the proprietors or resident managers of the estates interested in the Haputale-Dambatenna road will be held at Thotulagalla bungalow on Monday, January 30, 1928, at 3 P.M., for the purpose of electing a Local Committee to perform the duties imposed upon such said Committee by the Ordinance, during the year 1928.

The General Meeting for the election of the Local Committee must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

H. W. CODRINGTON,
Provincial Road Committee, Chairman.
Badulla, January 16, 1928.

TRADE MARKS NOTICES.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit, and upon such terms as he may direct.

(1) Trade Mark No. 3,719.

(2) Date of Receipt : November 23, 1926.

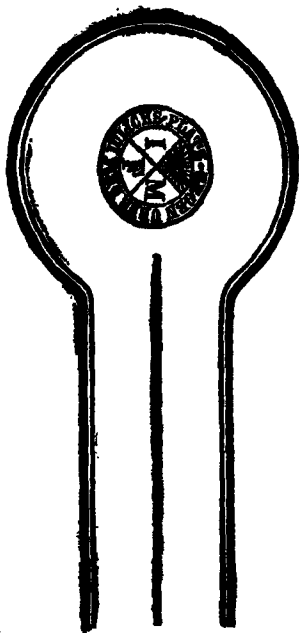
(3) Applicant (Proprietor of the Trade Mark) : JOHANN MARIA FARINA GEGENUBER DEM JULICHES-PLATZ, Cologne, Germany 4 Am., Zuckerg. ; Makers of perfume, &c.

(4) Address for service in the Island : J. M. Pereira, 65, Bristol buildings, Fort, Colombo.

(5) Classes : (a) Forty-seven ; and (b) Forty-eight.

(6) Goods : (a) In Class 47 in respect of Candles, common soap, starch, blue, and other preparations for laundry purposes, bleaching agents and scouring agents ; (b) In Class 48 in respect of perfumes, cosmetics and perfumed soap.

(7) Representation of the Trade Mark :



Evidence has been supplied that the Trade Mark has been in use from 1819.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 11, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit, and upon such terms as he may direct.

(1) Trade Mark No. 3,975.

(2) Date of Receipt : September 19, 1927.

(3) Applicant (Proprietor of the Trade Mark) : HERMAN BICK & KARL WEYERSBERG, trading as "FRIEDR. HERDER ABR. SOHN," 29, Grunewalder Strasse, Solingen, Germany ; Manufacturers.

(4) Address for service in the Island : Wilson & Kadirgamar, National Bank buildings, Fort, Colombo.

(5) Class : Twelve.

(6) Goods : Cutlery and edge tools made of steel.

(7) Representation of the Trade Mark.



C. COOMARASWAMY,
Registrar of Trade Marks.

Registrar-General's Office,
Colombo, December 21, 1927.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7, with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit, and upon such terms as he may direct.

(1) Trade Mark No. 4,005.

(2) Date of Receipt : October 12, 1927.

(3) Applicant (Proprietor of the Trade Mark) : STANDARD OIL COMPANY (NEW JERSEY) (a Corporation organized under the laws of the State of New Jersey) Bayonne, New Jersey, United States of America ; Petroleum Refiners and Marketers.

(4) Address for service in the Island : Julius & Creasy, Colombo.

(5) Class : Three.

(6) Goods : Chemical substances, medicines, pharmaceutical preparations, petroleum products for use in medicine and pharmacy.

(7) Representation of the Trade Mark :

Mistol

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 18, 1928. Registrar of Trade Marks.