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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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NEW LAW REPORTS.—Part III. of Vol. XXIX. issued to-day.

COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A 10/28

A PROCLAMATION.

H. J. STANLEY.

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

- (a) The stamp duty with which, under any law for the time being in force, instruments executed by or on behalf of "The Vengalai Co-operative Society" and "The Vedattativu 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 8, 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for the time being in force, in respect of the instruments aforesaid, provided, however, that such exemption may be withdrawn under sub-section (2) of the said section.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, February 6, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

S 21/28

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor, by virtue of the powers vested in Us by section 85 of Ordinance No. 17 of 1869, intituled "An Ordinance for the General Regulation of Customs in the Island of Ceylon," do by this Our Proclamation amend the schedule to the Proclamation dated February 19, 1920, published in *Government Gazette* No. 7,088 of February 27, 1920, in so far as it relates to the port of Batticaloa and the legal quays therein so that it may read as in the schedule hereto.

Colombo, February 6, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

To the north-west a line drawn north-east to a distance of 2½ nautical miles from a point on the seabeach 1½ nautical miles to the north-west of the flagstaff.

To the south-east a line drawn north-east to a distance of 2 nautical miles from a point on the seabeach 1½ nautical miles to the south-east of the flagstaff.

To the north-east a line connecting the eastern ends of the north-west and south-east limits.

To the south-west the seabeach contained between the north-west and south-east limits, and also the Batticaloa lake from its mouth to the south end of Puliyantivu.

Legal Quays.

The Customs Jetty at Puliyantivu and the Customs Jetty at Batticaloa Bar.

BY HIS EXCELLENCY THE GOVERNOR.

Z 189/27

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by section 31 of "The Births and Deaths Registration Ordinance, 1895," it is enacted that it shall be lawful for the Governor with the advice of the Executive Council, from time to time by Proclamation in the *Government Gazette* to declare that the provisions of the said section and of the six sections following thereafter of the said Ordinance shall come into operation in any town, district, or place on a date to be fixed by such Proclamation, and that every such Proclamation shall define the limits of the town, district, or place within which the said sections shall come into operation, and that it shall be lawful for the Governor in like manner, with the advice of the Executive Council, from time to time to amend, alter, or revoke such Proclamation:

And whereas it is expedient to bring the aforesaid sections of the Ordinance into operation in the town or place named in the schedule hereto:

Now therefore know Ye that We, the said Governor, with the advice of the Executive Council, do hereby declare that the provisions of the said section 31 and of the six sections following thereafter of the Ordinance No. 1 of 1895, shall come into operation as from and after April 1, 1928, in the town or place mentioned in the schedule hereto, and We do hereby further define the limits of the said town or place within which the provisions of the said sections of the said Ordinance shall come into operation to be those set out in the said schedule.

Colombo, February 6, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Town or Place.	Limits.
Teldeniya	North by culvert No. 2 immediately beyond 15½ milestone on Rangala Public Works Department road, Rambukwella village, Hulu-ganga, and Wewegama; east by Rambukwella village; south by Rambukwella village, Kudadeniya in Henagehuwala, Hulu-ganga, and Wewegama; and west by culvert No. 137 immediately beyond 15½ milestone on Public Works Department Kandy road and Teldeniya village.

BY HIS EXCELLENCY THE GOVERNOR.

L 68/28

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor of the Island of Ceylon, in the exercise of the powers vested in Us 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 Nabuluwa, Bungiriya, and Kalalella, in the Pannil pattu of Atakalan korale, in the District of Ratnapura, Province of Sabaragamuwa.

Colombo, February 10, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

Lot 17b in final village plan No. 8 called Nagodamukalana, situated in the village Nabuluwa, in Pannil pattu of Atakalan korale, in the District of Ratnapura, Province of Sabaragamuwa, containing in extent 69 acres 3 roods and 39 perches; and bounded as follows:—

North by reservation along Polgampola-dola (lot 17a in final village plan No. 8), lots 16A o, 11, and 16s in final village plan No. 8.

East by lot 16 in final village plan No. 8.

South by lots 16, 17, and 16AH in final village plan No. 8.

West by lots 16AH and 16P in final village plan No. 8.

BY HIS EXCELLENCY THE GOVERNOR.

L 493/27

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by Proclamation dated June 24, 1927, published in *Government Gazette* No. 7,590 of June 24, 1927, (hereinafter referred to as the principal Proclamation), the lands appearing in the schedule thereto were, under the provisions of Chapter II., section 5. of "The Forest Ordinance, 1907," proclaimed a reserved forest from and after July 24, 1927:

And whereas by a further Proclamation dated November 25, 1927, published in *Government Gazette* No. 7,616 of November 25, 1927, the principal Proclamation was amended by substituting the words "from and after November 10, 1927," for the words "from and after July 24, 1927," appearing therein:

And whereas the Notification required by section 6 (1) of the said Ordinance to be published before the date fixed by Proclamation has not been published, and it is therefore expedient further to amend the principal Proclamation:

Now know Ye that We, the Governor, in exercise of the power in Us vested by section 11A of "The Interpretation Ordinance, 1901," do hereby further amend the principal Proclamation by substituting the words "from and after February 24, 1928," for the words "from and after November 10, 1927," as inserted in the said principal Proclamation by the Proclamation dated November 25, 1927.

Colombo, February 10, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

J 1454/27

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor in Executive Council, in pursuance of the powers in Us vested by section 1 of the Bills of Exchange Ordinance, 1927, do hereby fix March 1, 1928, as the date from which the said Ordinance shall come into operation.

Colombo, February 10, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 65 of 1928.

MR. H. S. M. HOARE 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 Kurunegala Kachoheri, with effect from February 9, 1928, until further orders.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 10, 1928. Colonial Secretary.

No. 66 of 1928.

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

Mr. N. E. EHNST to the office of Deputy Commissioner of Stamps, with effect from February 3, 1928, until further orders.

Mr. J. W. R. ILANGAKOON, Crown Counsel, to act as Second Additional District Judge, Colombo, during the absence of Mr. V. M. FERNANDO, on February 6, 1928, or until the resumption of duties by that officer.

Mr. J. O. W. ROCK to the office of District Judge, Jaffna; Additional Commissioner of Requests and Police Magistrate, Jaffna; and to be a Visitor of the Prison at Jaffna, with effect from February 3, 1928, until further orders.

Mr. R. O. FELSINGER to act as District Judge, Kurunegala, and Additional Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. D. H. BALFOUR, from February 8 to 10, 1928, inclusive, or until further orders.

Mr. F. N. DANIELS to act as District Judge, Kurunegala, and Additional Commissioner of Requests and Police Magistrate, Kurunegala, from February 11 to 17, 1928, inclusive, during the absence of Mr. D. H. BALFOUR, or until the resumption of duties by that officer.

Mr. S. C. SANSONI to act as District Judge, Negombo, and Additional Commissioner of Requests and Police Magistrate, Negombo, from February 13 to 17, 1928, inclusive, during the absence of Mr. G. F. ROBERTS, or until the resumption of duties by that officer.

Mr. C. L. WICKREMASINGHE to act as Additional District Judge, Commissioner of Requests, Police Magistrate, and Municipal Magistrate, Galle, during the absence of Mr. C. E. DE PINTO, on February 4, 1928, or until the resumption of duties by that officer.

Mr. JAMES JOSEPH to act as Commissioner of Requests, Colombo, and Additional Police Magistrate, Colombo, from February 10 to 16, 1928, inclusive, during the absence of Mr. E. G. P. JAYATILLEKE, or until the resumption of duties by that officer.

Mr. O. G. D'ALWIS to act as Commissioner of Requests and Police Magistrate, Kalutara, and Additional District Judge, Kalutara, on February 14, 1928, during the absence of Mr. R. Y. DANIEL, or until the resumption of duties by that officer.

Mr. M. H. JAYATILAKE to act as Commissioner of Requests and Police Magistrate, Panadura, during the absence of Mr. S. P. WICKRAMASINHA, from February 6, 1928, until the resumption of duties by that officer.

Mr. N. DE ALWIS to be Additional Police Magistrate, Balapitiya, on February 14, 1928.

Mr. H. A. S. HAMER, Accountant, Ceylon Savings Bank, to act as Secretary on the 10th instant, during the absence on leave of Mr. K. W. Y. ATUKORALA, or until further orders.

Mr. C. DE H. SMITH to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Colombo, in place of Mr. H. G. BOIS, resigned.

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

No. 67 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Honorary Lieutenant ROBERT RATNAKARAM BROOKENRIDGE of his Commission in the Ceylon Cadet Battalion, with effect from January 15, 1928.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 7, 1928. Colonial Secretary.

No. 68 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. Messrs. S. RAJA RATNAM and T. M. SABARATNAM to be Additional Members of the District Road Committees of Jaffna and Mullaitivu, respectively, for the years 1928, 1929, and 1930.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 7, 1928. Colonial Secretary.

No. 69 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. G. E. MADAWALA and Mr. A. DE ZILVA to be Additional Members of the District Road Committee, Kurunegala, for the years 1928, 1929, and 1930.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 8, 1928. Colonial Secretary.

No. 70 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased under the proviso to section 23 of Ordinance No. 10 of 1861, to appoint the under-mentioned gentlemen to be Additional Members of the District Road Committee, Kegalla, for the years 1928, 1929, and 1930:—

The Hon. Mr. A. F. MOLAMURE.
Mr. J. R. THISTLE.
Mr. C. K. GROVES.
Mr. A. F. GUNARATNA.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 8, 1928. Colonial Secretary.

No. 71 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) (c) of Ordinance No. 18 of 1922, to nominate Mr. D. S. A. SAMARANAYAKE to be a Member of the Sanitary Board, Kalutara District, in place of Mr. D. F. V. ABHAYAKOON, resigned.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 8, 1928. Colonial Secretary.

No. 72 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. AIYATURAI PONNUSAMY to be, in addition to his own duties, Inquirer for the Karayoor Udayar's division in the Jaffna Maniagar's division for two weeks from February 4, 1928.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 6, 1928. Colonial Secretary.

No. 73 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. CANTHAVANAM CHELLIAH SOMASEGARAM of Columbuturai, Jaffna, to be a Notary Public throughout the judicial division of Dumbara, and to practise as such in the English language.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 7, 1928. Colonial Secretary.

No. 74 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HEMASIRI DAYASENA EKANAYAKA GUNASEKARA of Jambureliya, Kesbawa, to be a Notary Public throughout Matale District, with residence and office at Matale, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 7, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. MERENNA FRANCIS DE SILVA JAYARATNE as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Matale District of the Central Province, with effect from January 28, 1928, *vice* Mr. N. W. MORGAPPAH (Jr.), transferred. His office will be at the Kachcheri, Matale.

Mr. WALTER DANDRIS GUNARATNE as an Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Galle District of the Southern Province, with effect from February 1, 1928. His office will be at the Kachcheri, Galle.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 1, 1928. Colonial Secretary.

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

Mr. MERENNAGE CHARLES FERNANDO to act as Registrar of Lands, Nuwara Eliya District, for fourteen days from February 1, 1928, *vice* Mr. D. GURUSINGHE, transferred.

Mr. PETER JOSEPH SWAMPILLAI to act as Registrar of Lands, Mullaitivu, for seven days from February 3, 1928, during the absence of the Registrar, Mr. A. KANAGASABAPATEY, on leave.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 1, 1928. Registrar-General.

IT is hereby notified that I have appointed HENRY SOMIS JAYAKURU as Registrar of Marriages (Kandyan and General) of Kandy Municipality division, in the Kandy District of the Central Province, with effect from February 8, 1928, *vice* MERENNAGE CHARLES FERNANDO, transferred. His office will be at the Kandy Kachcheri.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 4, 1928. Registrar-General.

IT is hereby notified that I have appointed MICHAEL DE SILVA RANASINGHE to be Deputy Medical Registrar of Births and Deaths of Nuwara Eliya town division, in the Nuwara Eliya District of the Central Province, with effect from February 4, 1928, *vice* HALINNE LOKUGE SIMON DE SILVA, transferred. His office will be at the Civil Hospital, Nuwara Eliya.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 4, 1928. Registrar-General.

IT is hereby notified that I have appointed NAGANATAR RAJAH to act as Registrar of Births and Deaths of Point Pedro division, and of Marriages (General) of Vadamaradchi division, in the Jaffna District of the Northern Province, for fifteen days, with effect from January 17, 1928, *vice* KANAGARAYAR NAGANATAR, suspended. His office will be at Tevaran in Puloli South; station: Pillaiyantoddam in Puloli East.

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

IT is hereby notified that I have appointed NAGANATAR RAJAH to act as Registrar of Births and Deaths of Point Pedro division, and of Marriages (General) of Vadamaradchi division, in the Jaffna District of the Northern Province, for twenty-nine days, with effect from February 1, 1928, *vice* Registrar, KANAGARAYAR NAKANATAR, suspended. His office will be at Tevaran in Puloli South; station: Pillaiyantoddam in Puloli East.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 31, 1928. Registrar-General.

IT is hereby notified that I have confirmed MOHAIYADEEN BAWA MARICAR ASANAR in his appointment as Registrar of Births and Deaths of Karavaku pattu north No. 3 division, in the Batticaloa District of the Eastern Province.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, January 30, 1928. Registrar-General.

It is hereby notified that I have confirmed NEINA MOHAMAD LEBBE MOHAMADALY as Registrar of Births and Deaths of Kalpitiya division, in the Puttalam District of the North-Western Province.

Registrar-General's Office,
Colombo, February 1, 1928.

C. COOMARASWAMY,
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 HANDAPANGODAMUDALIGE 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 fourteen days from January 26, 1928, during the absence of the Registrar, DON CORNELIS RUFASINHA JAYAWARDANA, on leave. His office will be at Rukhenlanda in Jaltara.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON THOMAS RUFASINHA to act as Registrar of Births and Deaths of Degamboda division, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, on January 27, 1928, during the absence of the Registrar, JOSEPH PIERIS WICKRAMARATNA, on leave. His office will be at Millagahawatta in Kospitiyana.

The Additional Assistant Provincial Registrar, Kalutara, has appointed RANIGE NANDORIS FERNANDO to act as Registrar of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, for three days from January 26, 1928, during the absence of the Registrar, NRIELLAGE GUNERIS FERNANDO, on leave. His office will be at Ambagahawatta in Mahagama.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON BRAMPY WEERAKOON to act as Registrar of Births and Deaths of Paiyagala and Maggon badde division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on January 27, 1928, during the absence of the Registrar, DON ARON SENEVIRATNE GUNATILLEKE, on leave. His office will be at Thalapatandanawatta in Maha Paiyagala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed WEERASURIYA JAYAWARDANE SEMBUKUTTI PATABENDIGE HENRY FRANCIS DE SILVA to act as Registrar of Births and Deaths of Alutgama and Malawan badde division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on January 27, 1928, during the absence of the Registrar, WEERASURIYA JAYAWARDANE SEMBUKUTTI PATABENDIGE BASTIAN DE SILVA, on leave. His office will be at Palliyawatta in Alutgama East.

The Additional Assistant Provincial Registrar, Kandy, has appointed SAMARAKOON MUDIYANSELAGE RAM BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Uda Bulatgama No. 2 division, in the Kandy District of the Central Province, for three days from January 30, 1928, during the absence of the Registrar, SAMARAKOON MUDIYANSELAGE TIKIRI BANDA, on leave. His office will be at Kotuwagedara in Ambagamuwa.

The Additional Assistant Provincial Registrar, Kandy, has appointed HENRY SOMES JAYAKURU to act as Registrar of Marriages (General) of Kandy Municipality division, in the Kandy District of the Central Province, for seven days from February 1, 1928, *vice* MERENNAGE CHARLES FERNANDO, transferred. His office will be at the Kandy Kachcheri.

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, on February 4, 1928, during the absence of the Registrar, WABERNE LIYANAGE SUGATADASA DE ALWIS GUNETILAKA, on leave. His office will be at Hedunawa in Kalapitiya.

The Additional Assistant Provincial Registrar, Galle, has appointed DRABMACHANDRA WICKRAMASINGHE to act

as Registrar of Births and Deaths of Katukurunda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for three days from February 1, 1928, during the absence of the Registrar, JACOVIS WICKRAMASINGHE, on leave. His office will be at Mudillagahawatta in Malalgama.

The Additional Assistant Provincial Registrar, Galle, has appointed NANAYAKKARAWASAN PALLEGE LEIRIS WIJESSEKERA to act as Registrar of Births and Deaths of Hapugala division, and of Marriages (General) of Four Gravets of Galle and Akmimana division, in the Galle District of the Southern Province, on February 2, 1928, during the absence of the Registrar, WELIGAMPALLIYAGURUGE WILLIAM DE SILVA, on leave. His offices will be at Pelawatta in Kalegana and Tumbepittaniya at Hapugala.

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 two days from February 4, 1928, during the absence of the Registrar, SIMON MENDIS WIJAYASEKERA, on leave. His offices will be at Mulgedarawatta in Ratgama and Gurunnansagewatta in Bussa.

The Assistant Provincial Registrar, Matara, has appointed DON DAVID WIJESINGHA to act as Registrar of Births and Deaths of Four Gravets No. 3 division, and of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern Province, for six days from January 29, 1928, during the absence of the Registrar, DON JAMES WIJESINGHA, on leave. His offices will be at Ganga-addarawatta in Pallimulla and Sattambigewatta in Weraduwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed JAMES DIAS WIJESSEKERA to act as Registrar of Births and Deaths of Kanuketiya Upper division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, on February 3, 1928, during the absence of the Registrar, DON METHIAS WIJESSEKERA, on leave. His office will be at Suriyagahawatta in Pallegama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON MIGEL WIJESINGHE to act as Registrar of Births and Deaths of Kahawatta Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on February 3, 1928, during the absence of the Registrar, JOHANNES ABRAHAM SINGAPPILLAI, on leave. His office will be at Angahawatta in Mahahilla.

The Provincial Registrar, Jaffna, has appointed VARIYAN NATAR KANAPATIPILLAI to act as Registrar of Births and Deaths of Delft division, and of Marriages (General) of Delft division, in the Jaffna District of the Northern Province, for two days from January 28, 1928, during the absence of the Registrar, MICHAELPILLAI JOSEPH PHILANGAYAGAM, on leave. His office will be at Village Tribunal Court-house in Delft.

The Provincial Registrar, Northern Province, Jaffna, has appointed DANIEL WALTON to act as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, for twenty-nine days from February 1, 1928, *vice* CHINNAFFAR SARAVANAMUTTU, transferred. His office will be at the Jaffna Kachcheri.

The Assistant Provincial Registrar, Mullaitivu, has appointed PHILIP RAJENDERA MAPPANAR to act as Registrar of Marriages (General) of Vavuniya South division, in the Mullaitivu District of the Northern Province, for seven days from February 1, 1928, during the absence of the Registrar, CUMARAVELU CAVARATHIPILLAI, on leave. His office will be at District Mudaliyar's Office, Vavuniya.

The Assistant Provincial Registrar, Trincomalee, has appointed DR. VETTINGAM SIVALINGAM to act as Registrar of Births and Deaths of Trincomalee town within Local Board limits division, in the Trincomalee District of the Eastern Province, for twenty days from January 29, 1928, during the absence of the Registrar, DR. RICHARD VILAYARATNAM NEVINS SELVADURAI, on leave. His office will be at the Civil Hospital, Trincomalee.

The Provincial Registrar, Ratnapura, has appointed HÉCTOR DIAS SENEVIRATNE to act as Registrar of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for two days from January 27, 1928, during the absence of the Registrar, THOMAS DE SILVA ABAYAWICKRAMA, on leave. His office will be at the Land Registry, Ratnapura.

Registrar-General's Office,
Colombo, February 3, 1928.

C. COOMARASWAMY,
Registrar-General.

It is hereby notified that JAMES DAHANAYAKE, 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, holds, with effect from February 1, 1928, his office at Gurugodellewatta in Walasmulla, instead of at Julgahakoratuwa in Talahaganwaduwa, as notified in the *Government Gazette* No. 7,552 of October 22, 1926.

Registrar-General's Office,
Colombo, February 6, 1928.

C. COMARASWAMY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

G 428/27

A PPLICATIONS on form General 187 (F 2) from officers in Class II. of the Clerical Service for transfer to the post of Clerk and Interpreter, Joint Police Court (Master Attendant's Department), Colombo, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before February 20, 1928.

Applicants should be able to interpret in both Sinhalese and Tamil.

Colonial Secretary's Office,
Colombo, February 6, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

G 108/28

A PPLICATIONS on form General 187 (F 2) from officers in Class II. of the Clerical Service for transfer to the post of Interpreter, District Court and Police Court, Nuwara Eliya, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before February 20, 1928.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

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

X 19/28

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Messrs. I. F. N. Daniels, J.P., U.P.M., Kurunegala; S. J. Shuffrey, Eadalla, Polgahawela; B. H. C. Mendis, Notinghill, Mawatagama; D. F. C. Dyson, J.P., U.P.M., Andigama, Giriulla; C. Poulter, Hayat estate, Kuliyaipitiya; and A. Perera, Berna estate, Naramala, to perform throughout the Island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance.

Colonial Secretary's Office,
Colombo, February 3, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

"THE STAMP ORDINANCE 1909."

F 5/28

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 Stamp Ordinance, on the conditions set out in section 5 aforesaid, sub-sections (1) (c) (ii.), (iii.), and (iv.).

Colonial Secretary's Office,
Colombo, February 3, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

COMPANY REFERRED TO.

Gonawella (Ceylon) Tea Company, Limited.

THE RABIES ORDINANCE, No. 7 OF 1893.

U 18/28

REGULATIONS made by the Panadura Urban District Council under section 9 of the Rabies Ordinance, No. 7 of 1893, and approved by His Excellency the Governor, with the advice of the Executive Council, are hereby published for general information.

Colonial Secretary's Office,
Colombo, February 7, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

REGULATIONS REFERRED TO.

1. Every owner of a dog shall cause such dog to be muzzled or led by a chain, when in any public road or place. The muzzle shall be so constructed as to render it impossible for the dog while wearing the same to bite any person or animal, but not so as to prevent the dog from breathing freely or lapping water.
2. A dog shall not be considered effectually controlled unless muzzled as above or led by some competent person by means of a chain and collar, the latter to be securely fastened to the dog's neck.
3. Any dog not effectually controlled found in any public road or place may be (a) destroyed by any person specially authorized thereto by the local authority, or (b) seized by any police officer or any person duly appointed for the purpose by the local authority. If seized, a dog shall be removed to such place as may be appointed; there to be dealt with in the following manner:—
 - (i.) If the dog is affected with, or suspected of, rabies, it shall forthwith be slaughtered.
 - (ii.) If the dog is not affected with, or suspected of, rabies, it shall be detained in any place appointed. Provided that where the dog is registered, and the owner or person having charge of a dog so detained is known, the local authority, or some person duly authorized by him, shall forthwith cause notice to be given to such owner or person of the fact of the dog having been so seized and detained, and the dog shall, without prejudice to the recovery of any penalty for the breach of these regulations, be given up to such owner or person on payment of the reasonable expenses of detention.
 - (iii.) If the dog so seized and detained shall not have been claimed by such owner or person within six hours after the seizure, the local authority shall cause the dog to be slaughtered, or otherwise disposed of in such manner as the local authority may deem expedient.
 - (iv.) No dog which is not wearing the special badge or token issued by the proper authority under the Dog Registration Ordinance, No. 25 of 1901, shall be deemed to be registered for the purpose of these rules.
4. The owner of any dog which shall have been seized and detained under these regulations shall be liable to pay the local authority the following charges:—For detention: for each day, or part of a day Re. 1 or such sum as the local authority may determine; and such charge shall be recoverable if the dog is not affected with, or suspected of, rabies, by the sale thereof, unless the said charge shall have been paid before sale by the owner or person in charge of the dog. Otherwise the charge shall be recoverable in the manner provided by section 1 of Ordinance No. 6 of 1873, in respect to the order in which the property of public defaulters may be seized and sold.

"THE BIRTHS AND DEATHS REGISTRATION ORDINANCE, 1895."

Z 199/27

WHEREAS by a Notification dated July 1, 1899, His Excellency the Governor, with the advice and consent of the Executive Council, divided the several Provinces of the Island for the purpose of the registration of births and deaths into the divisions specified in the schedule to the said Notification:

And whereas it is expedient to amend and alter Divisions Nos. 20 and 21 of the Kandy District in the Central Province:

It is hereby notified that His Excellency the Governor, in the exercise of the powers vested in him by section 6 of "The Births and Deaths Registration Ordinance, 1895," as amended by "The Births and Deaths Registration (Amendment) Ordinance, 1900," and with the advice and consent of the Executive Council, has been pleased to amend and alter, with effect from April 1, 1928, the said two divisions specified in the first column of the annexed schedule in the manner specified in the second column thereof.

Colonial Secretary's Office,
Colombo, February 7, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE ABOVE REFERRED TO.

Divisions as defined by Notification dated July 1, 1899.

20. Lower Dumbara Palispattu East division No. 5.

Boundaries.—North by Bulatwatte-oya, Gomatola, and Madagala; south by Guru-oya, east by Galbodawatta, Rediwela, Digana, and the boundaries of Wegala; west by Kulu-ganga.

21. Lower Dumbara Palispattu West division No. 6.

Boundaries.—North by the boundary of Goyanhedumada; south by Degantuduwawa; east by Bulatwatta-oya and Hulu-ganga; west by Mahaweli-ganga, Digana, Heeriya, and Dunuhappawa.

Divisions as defined by this Notification.

20. Pata Dumbara Palispattu East division No. 5 (excluding the portion included in Teldeniya town division).

Boundaries.—North, Bulatwatte-oya-Gomatolmada; east, Galabodawatta, Waradiwala, Digana, Uda Dumbara, Udispattu North division No. 4 and the boundary of Wegala; south, Guru-oya; west, Hulu-ganga, Teldeniya town, and Pata Dumbara Palispattu West division No. 6.

21. Pata Dumbara Palispattu West division No. 6 (excluding the portion included in Teldeniya town division).

Boundaries.—North, boundary of the Goyanhedumada, Matale District, Uda Dumbara Gandake korale division No. 6, and Gomatolmada; east, Bulatwatte-oya, Hulu-ganga, Teldeniya town, and Pata Dumbara Palispattu East division No. 5; south, Degantuduwa; west, Mahaweli-ganga, Diganeheeriya, Pata Dumbara Pallegampaha division No. 3, and Dunuhappawa.

21A. Teldeniya town division.

Boundaries.—North, culvert No. 2 immediately beyond 15½ milestone on Rangala Public Works Department road, Rambukwella village, Hulu-ganga, and Wewegama; east, Rambukwella village; south, Rambukwella village, Kuda deniya in Henagehuwala, Hulu-ganga, and Wewegama; west, culvert No. 137 immediately beyond 15½ milestone on Public Work Department Kandy road and Teldeniya village.

"THE VILLAGE COMMUNITIES ORDINANCE, 1924."

K 1371/27

RULES made by the Committees elected under section 20 of the above-named Ordinance by the inhabitants of the subdivisions set forth in the schedule hereto in pursuance of section 29 of the said Ordinance, and approved by the Governor in Executive Council, in terms of section 30 of the said Ordinance, and hereby published in terms of section 30 of the said Ordinance.

Rules dated April 10, 1906, October 5, 1915, March 7, 1918, July 27, 1918, August 20, 1918, and October 3, 1918, and published in *Government Gazettes* Nos. 6,117 of April 27, 1906, 6,745 of October 8, 1915, 6,929 of March 15, 1918, 9,959 of August 2, 1918, 6,962 of August 23, 1918, and 6,971 of October 11, 1918, respectively, are hereby repealed.

Colonial Secretary's Office,
Colombo, February 3, 1928.

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

SCHEDULE.

<i>Jaffna District.</i>		Subdivisions as defined in the Proclamation dated February 8, 1912.		Subdivisions as defined in the Proclamation dated February 10, 1899.	
Number.	Subdivisions as defined in the Proclamation dated February 8, 1912.	Number.	Subdivisions as defined in the Proclamation dated February 8, 1912.	Number.	Subdivisions as defined in the Proclamation dated February 10, 1899.
1 ..	Nainativu	29 ..	Pulohi	4 ..	Mantai South
2 ..	Pungudutivu	30 ..	Kudattanai	5 ..	Mannar East
3 ..	Analativu	31 ..	Chempianpattu	6 ..	Mannar West
4 ..	Karativu	32 ..	Mullippattu	7 ..	Musali North
5 ..	Velanai		Subdivisions as defined in the Proclamation dated February 8, 1905.	8 ..	Musali South
6 ..	Allaippidi	33 ..	Puloppalai	9 ..	Nanaddan East
7 ..	Chiviyateru	34 ..	Tampakamam	10 ..	Nanaddan West
8 ..	Nallur	35 ..	Mukamalai	11 ..	Thuppaikkadavai
9 ..	Kokkuvil		Subdivisions as defined in the Proclamations dated February 10, 1899, and September 1, 1905.	12 ..	Perunkalipattu
10 ..	Manippai				
11 ..	Vaddukodda				
12 ..	Chankanai				
13 ..	Pandatarippu				
14 ..	Uduvil				
15 ..	Mallakam	36 ..	Tunukkai		
16 ..	Tellippallai	37 ..	Karachchi		
17 ..	Myliddi	38 ..	Punakari		
18 ..	Achchuveli	39 ..	Pallavarayakaddu		
19 ..	Puttur	40 ..	Delft		
20 ..	Nirveli				
21 ..	Kopai				
22 ..	Navatkuli				
23 ..	Chavakachcheri				
24 ..	Kachchai				
25 ..	Mirusuvil				
26 ..	Varani				
27 ..	Uduppidi				
28 ..	Kaddaiveli				

Mullaitivu District.

1 ..	Karikkaddumulai North
2 ..	Mu liavalai
3 ..	Karikkaddumulai South
4 ..	Putukkudiyiruppu
5 ..	Melpattu North
6 ..	Melpattu East
7 ..	Melpattu South
8 ..	Udaiyaur
9 ..	Karunavalpattu South
10 ..	Naduchcheddikulam
11 ..	Kilakkumulai North
12 ..	Kilakkumulai South
13 ..	Chinnacheddikulam East
14 ..	Chinnacheddikulam West

Rules under Section 29 of "The Village Communities Ordinance, No. 9 of 1924."

RULES AMENDED TO BE IN FORCE FOR THE (WHOLE) NORTHERN PROVINCE.

Sub-section (1).—Communal Works.

1. *Village Works.*—The construction, repair, maintenance, and improvements of the works, places, and properties mentioned in the sub-sections (1), (2), (7), (9), (20), (23), (24), and (31) of section 29 of Ordinance No. 9 of 1924 shall be carried out by the Village Committee elected by the inhabitants of the subdivision. A list of such works, places, and properties shall be compiled and kept available in the office of such Committee for the inspection of any person desirous of doing so.

2. *Headmen to be in Charge of Village Property.*—All village property mentioned in the lists prepared under rule 1 shall be in charge of the headman of the village in which it is situated, and every such headman shall report to the Chairman of the Village Committee any repairs which may from time to time appear to be necessary. On receiving such reports either from the headman or from any other person, the Chairman shall make such inquiry as he thinks fit, and shall prepare estimates of any such works as may be necessary and submit them for the consideration of the Village Committee.

3. *Annual Estimates of Works.*—On or before December 31 in each year the Chairman and the Committee of the subdivision shall frame a list for each division of all communal works which should be constructed, repaired, maintained, or improved during the following year by the inhabitants of the subdivision, showing (a) those works in which the whole subdivision is interested, and (b) those works in which particular villages only of the subdivision are interested. Such lists may at any time be amended at the discretion of the Committee.

4. *Execution of sanctioned Works.*—The Committee shall decide the nature and extent of the works to be performed, and the time when such work shall be performed. The Committee shall decide in what way the supervision of the work shall be done, and shall have the power to appoint and authorize persons to carry out such supervisions.

5. *Protection of Village Properties.*—No person shall encroach on, obstruct, block up, or in any way do any injury to any village property, place, or work mentioned in the lists under rule 1.

6. *Restriction as to Use of Thorns for Fences.*—Fences of lands bordering on village paths or lanes less than 15 feet in width in the Mannar District and 12 feet in width in other districts shall not have thorns tied to them on the lane side.

7. *Regulation of Grounds for the Burial or Burning of the Dead.*—No dead body shall be buried or burnt within the limits of the subdivision, except in a general cemetery or upon grounds set apart for the purpose by the Village Committee. Whenever a general cemetery has been established or grounds have been set apart as aforesaid, no dead body shall be buried at a depth of less than 5 feet from the surface of the ground.

8. *Apportionment of Burial or Burning Grounds to Different Communities.*—The Village Committee shall, if necessary, allot portions in such burial or cremation grounds for the use of the different communities; and no person shall use any portion other than that allotted to the community to which he belongs.

9. *Construction, Regulation, &c., of Galas.*—Public galas may, if necessary, be established in any subdivision for the purpose of halting of carts, and it shall be unlawful for any person to halt his cart in any public place within 200 yards from the gala so established, unless he requires to load or unload his cart, within such distance, in which case, the halt shall be limited to the period necessary for the purpose.

10. The Village Committee shall have the power of leasing any gala established by it for a period not exceeding one year at a time and such lessee shall be entitled to recover the fee prescribed by rule 14.

11. The lessee of any such gala shall comply with the requirements of the rules framed under Ordinance No. 25 of 1909 in respect of galas.

12. *Regulation of Places for the Slaughter of Cattle, Sheep, or Goats.*—Public slaughtering places may be established in any subdivision, and no animal shall be slaughtered in any other public place without a licence from the Chairman.

Sub-section (2).—Nil.

Sub-section (3).—Restriction or Prohibition of Private Galas, Fairs, Markets, and Slaughtering Places.

13. *Restriction of Private Galas.*—No person shall establish or keep a private gala or fair except on a permit from the Committee.

Sub-section (4).—Levying of Fees in respect of the Use of Village Burial or Cremation Grounds, Galas, Markets, and Slaughtering Places.

14. *Levying of Fees in respect of Galas.*—A fee which shall be decided on by the Committee shall be leviable on every cart halted in a public gala.

15. *Levying of Fees in respect of Slaughtering Places.*—A fee of Rs. 5 per annum shall be levied for the use of a public slaughtering place.

Sub-section (5).—Regulation, Supervision, and Control of Bakeries, Eating-houses, and Tea and Coffee Boutiques.

16. *Regulation, &c., of Bakeries, Eating-houses, Tea and Coffee Boutiques.*—All bakeries, eating-houses, tea and coffee boutiques shall be kept clean and sanitary to the satisfaction of the Chairman.

17. All utensils, furniture, and other requisites used in or belonging to any bakery, eating-house, or tea or coffee boutique shall always be kept clean.

18. All rooms shall be well ventilated and lighted.

19. All refuse and dirt in or about the premises of any bakery, eating-house, or tea or coffee boutique shall be removed twice daily.

20. All bread, biscuits, confectionery, cakes, sweetmeats, &c., exposed for sale shall be kept free from flies and in scrupulously clean cases or baskets.

Sub-section (6).—Seizure, Forfeiture, Removal, and Destruction of Unwholesome Articles of Food and Drink.

21. *Seizure, Forfeiture, &c., of Unwholesome Food.*—No person shall possess, sell, or expose for sale any articles as food or drink for man which is noxious or unfit for such use, knowing or having reason to believe the same to be so noxious or unfit.

Sub-section (7).—Nil.

Sub-section (8).—Regulating Fisheries according to Local Custom.

22. No person shall in any waters in which the inhabitants of the subdivision have the right of fishing kill fish by means of poison, dynamite, or any other means not in accordance with local custom.

23. No person shall open or block up a common canal, tank, pond, or amuna for the purpose of fishing.

24. It shall not be lawful for any person other than the proprietors of paddy fields or their agents to fish in paddy fields or tanks without the permission of such proprietors or their agents.

25. The use of nets of any kind in villus, ponds, or tanks is prohibited in the Jaffna or Mannar Districts. In the Mullaittivu District the use of any nets other than vichhuvallai is prohibited in the lagoon and inland waters mentioned below:—

Nanthikadal Lagoon	Vadduvakallu Aar	Nai Aar	Kokkilai Lagoon
Mathalan Lagoon	China Aar	Navatkerni	

Sub-section (9).—Waste and other Lands set apart for Pasturage.

26. *Waste and other Lands set apart for Pasture.*—No person shall encroach on or do any unlawful injury to waste or other land set apart for the common pasturage of cattle or for any other common purpose. Such lands shall be defined by resolution of the Village Committee and a list posted up at its office. No person shall scrape and remove grass or dung from lands set apart for pasture.

Sub-section (10).—Cultivation of Agricultural Products and Food-producing Trees and the Breeding of Domestic Animals.

27. *Cultivation of Industrial Products and Breeding of Domestic Animals.*—It shall be lawful for the Village Committee to use any communal land or to take on lease other land for the cultivation of vegetables, agricultural products, or fruit-producing trees.

28. *Stud Bulls.*—Bulls intended for breeding purposes shall be submitted for the approval of the Chairman, and, if approved, a certificate of approval shall be issued by him.

29. *Castration of Bulls other than Stud Bulls.*—All male cattle above the age of eighteen months, with the exception of those that are approved under rule 28 above, shall be castrated by their owners within such period as may be required by the Committee.

30. *Rules operative in proclaimed Villages only.*—Rules 28 and 29 above shall be in operation only in such parts of the subdivision as the Committee may by resolution designate.

31. *Purchase of Stud Bull.*—It shall be lawful for the Committee to purchase one or more bulls for breeding purposes and to fix the amount to be paid by any person desiring to obtain the services of such animal.

32. *Enclosures for penning at night time domestic animals used for manuring lands.*—shall be sufficiently commodious allowing reasonable space for the animals to lie down comfortably. The animals shall be let out of the pen not later 7.30 A.M. and not brought back to the pen before 5.30 P.M.

Sub-section (11).—Regulating the manner of slaughtering Animals.

33. *Regulating the manner of slaughtering Animals.*—No animal shall be slaughtered within the view of other animals or until the carcase of any animal previously slaughtered has been removed or screened off and the place cleansed.

Sub-section (12).—Prevention of Disease amongst Animals.

34. *Prevention of Disease amongst Animals.*—No cattle from a village where there is cattle disease shall be removed to or through any village which is free from such disease.

35. *Reporting Cases of Contagious Disease among Cattle.*—The owner or any person in immediate charge of cattle shall within 24 hours report to the village headman any cases of murrain or other infectious or contagious disease that may occur in his herd: and he shall segregate such infected cattle in the place designated by the village headman.

36. *Tethering of Cattle in Infected Areas.*—In every village in which cattle diseases exist, or has existed within fourteen days previous, all owners or persons in charge of cattle shall keep them tethered or securely penned so that they cannot stray.

37. *Disposal of Carcase of Diseased Animals.*—It shall be the duty of every owner or person in charge of diseased cattle to burn or bury at a depth of 6 feet the carcase, dung, litter, or any remains of any deceased animal, and also to disinfect the spot and himself before he approaches healthy cattle.

38. *Prohibition against Removal of Hides, &c., from Deceased Animals.*—No person shall remove the flesh or hide or horn or hoofs or other parts of the carcase of an animal that has died of any infectious or contagious disease.

39. *Segregation of Diseased Cattle after Recovery.*—Cattle which have recovered from an infectious or contagious disease shall not be allowed to mix with other healthy cattle until fourteen days have elapsed after complete recovery.

Sub-section (13).—Prevention of Trespass by Animals.

40. *Prevention of Trespass by Animals.*—Any animals straying on a public place or entering into or doing damage to any lands, cultivated or uncultivated, belonging to any person other than the owner of such animals shall be liable to be seized by any person authorized in writing so to do by the Chairman, Village Committee, provided that the owner or occupier of such land does not object to such seizer entering his land for such purpose.

41. *Fees for Seizure.*—A fee not exceeding Re. 1 per head as may be determined by the Village Committee by resolution shall be paid to the seizer by the owner of every head of cattle seized under rule 40 above and also a fee not exceeding 20 cents per head of cattle and 10 cents per sheep or goat per day for upkeep.

42. *Procedure for dealing with Animals seized.*—The procedure for dealing with animals seized under rule 40 above shall be that prescribed in sections 7 and 8 of Ordinance No. 9 of 1876.

Sub-section (14).—Preservation of Land Boundaries and Fences.

43. *Boundaries of Private Lands.*—The boundaries of private lands and fields within the subdivision shall be adequately marked by fences, stones, dams, ridges, or trenches, or in any other way according to the custom of the subdivision, and no person shall unlawfully alter or deface or do any act likely to damage any such boundary or remove any landmarks therefrom.

44. *Erection and Maintenance of Boundary Fences, &c.*—Boundary fences, liminary dams, ridges, or other similar boundaries shall be erected or maintained at the joint expense of the owner of the lands on either side thereof, or at the expense of one of them by previous agreement, and the party defraying the expense shall have the right to enjoy the produce of the fence sticks. No person other than the owner or without the permission of the owner shall strip off the leaves on the branches of any boundary fence sticks.

45. *Right of Entry into Neighbour's Land for Fencing Purposes.*—For the purpose of making, repairing, or covering any fence with cadjans, olas, or other material according to local custom it shall be lawful for the owner or occupier of one land or his employees to enter into the adjoining land with the necessary materials.

46. *Failure to repair a Boundary Fence at the Proper Time.*—When a party who used to repair any fence neglects to do so at the proper time, the aggrieved party may apply to the Chairman, Village Committee, for relief. The Chairman in Committee, after due inquiry, shall make such order as may be deemed suitable, and such order shall be binding on the parties concerned.

Sub-section (15).—Nuisances.

47. *Prevention and Abatement of Nuisances.*—No person shall cause any annoyance, danger, or injury to his neighbour or to any particular person or to the general public, or shall cause damage to the property of such neighbour, persons, or public by committing any of the following offences:—

- (1) Depositing stones, timber, or other articles in such manner as to obstruct the use of any public thoroughfare or place.
- (2) Exposing mats, cloth, or other substances on or on the side of any public thoroughfare or place in such a manner as to terrify horses or other animals.
- (3) Halting any vehicle on the road except for the purpose of loading or unloading, such loading or unloading to be finished within a reasonable time.
- (4) Allowing children of tender years to play or stray about on any public thoroughfare or place or to commit nuisance thereon.
- (5) Tying or tethering or allowing cattle or any other animal to stray on any public thoroughfare or place.
- (6) Overtaking or passing a vehicle on the wrong side in any public thoroughfare or place.
- (7) Furiously or carelessly riding or driving any animal or vehicle on any public thoroughfare or place.
- (8) Having a cesspit, cesspool, or privy, or committing a nuisance or burying the carcase of any animal within 30 feet of any well or tank used for drinking or culinary purposes.
- (9) Washing oneself whilst suffering from any contagious or infectious disease, or one's clothes in any well, tank, or kerny used by the public.
- (10) Befouling any well, kerny, tank, or spring.
- (11) Washing oneself or one's clothes in any irrigation tank or channel in which such washing has been prohibited by the Village Committee on the ground that the water from such tank or channel is the ordinary source of drinking water supply to any section of the inhabitants.
- (12) Unlawfully disturbing the public repose at night after 9 p.m.
- (13) Drawing any caricature or indecent picture or writing insulting or offensive expressions on any building or conspicuous object, or singing or reciting obscene songs or ballads or doing any other act by which an individual is insulted or public decency outraged.
- (14) Failing to bury or otherwise dispose of the carcase of any animal belonging to one or in one's charge within a reasonable time.
- (15) Easing oneself on one's own land in such a way as to offend other people's feelings of decency, or easing oneself on another's land or on any public thoroughfare or place.

- (16) Throwing rubbish, noisome matter, or unserviceable articles or any other things on to another's land or any public thoroughfare or place.
- (17) Pelting stones or filth at houses.
- (18) Allowing dirty or unwholesome water to run into or along one's neighbour's land or any public place or thoroughfare.
- (19) Allowing offensive smells to arise in one's own compound so as to pollute the surrounding air.
- (20) Allowing any tree or portion thereof to overhang one's neighbour's property or any public thoroughfare or place in such a manner as to constitute a danger to human life or property or to deprive him or the public of the use of the whole or part of such property.
- (21) Allowing any house or land of which one is the occupant or owner to be unclean, or encumbered with rubbish or unserviceable articles, or overgrown with weeds or rank and noisome vegetation in such manner as to be a menace to public health.
- (22) Omission on the part of any occupier or owner of any premises to drain or fill up all pits or hollows or low places where water may collect and stagnate in such manner as to constitute a danger to public health.
- (23) Altering the existing conditions of the general drainage of any land by any building or planting operations, or by raising or lowering the level of such land, or by diverting or blocking any drain or channel or waterway without first obtaining the sanction of the Committee.
- (24) Allowing a well in one's land to become unclean and insanitary.
- (25) Allowing cactus or prickly pear to grow on one's land.
- (26) Allowing a boutique or the grounds surrounding it to remain unclean.
- (27) Placing or burying of any charmed metal plate, leaf, or paper or a charm in any other form to cause fear or annoyance to any person or persons.

Provided that in the case of offences for breach of the following sub-sections of this rule, viz., (8), (18), (19), (20), (21), (22), (23), (24), (25), and (26), the offender shall only be proceeded against if he fails to comply with a written notice from the Chairman of the Village Committee requiring him to abate such nuisance within a specified time.

48. *Regulation of Offensive Trades.*—No person shall keep or deposit or cause to be kept or deposited for sale or storage any guano, bone dust, or any other substance whatsoever from which noxious or offensive smells may arise, nor shall any person erect or use any lime or brick kiln or tannery in any place within the subdivision, unless such person shall have obtained the previous sanction in writing of the Chairman, Village Committee, on payment of a fee to be fixed by the Village Committee.

Sub-section (16).—Nil.

Sub-section (17).—Nil.

Sub-section (18).—*Prevention of Accidents by the setting of Spring Guns and Traps.*

49. *Spring Guns.*—The setting of spring guns, bows, and pitfalls is hereby prohibited, except with the special permission of the Chairman of the Village Committee, who shall give public notice in the village that such licence has been granted. Provided that spring guns, &c., may be set for the destruction of leopards on a licence in writing from the police vidane, who shall give notice in the village that such licence has been granted.

Sub-section (19).—*Gambling, Cockfighting, and Cart Racing.*

50. *Prevention of Gambling and Cockfighting.*—No person shall engage in cockfighting or unlawful gambling, or allow his house or premises to be used for such unlawful gambling or cockfighting. The words "unlawful gambling" shall bear the meaning given to "unlawful gaming" in sub-section (2) of section 3 of Ordinance No. 17 of 1889.

51. *Prevention of Cart racing.*—No person shall engage in cart racing on any public thoroughfare within the subdivision.

Sub-section (20).—*Construction, Repair, &c., of Village Tribunal and Village Committee Court-houses.*

52. *Village Tribunal and Committee Court-houses.*—The construction, repair, and maintenance of Court-houses of Village Tribunals or Village Committees shall be effected as a communal work under rule 1.

Sub-section (21).—*Officers appointed under Section 36 of this Ordinance.*

53. If any officer appointed under section 36 of the principal Ordinance neglects to perform any of the duties imposed on him by these rules he shall be liable to a fine.

54. Every officer found guilty of wilfully abusing or exceeding the powers vested in him by these rules or refusing or neglecting to obey these rules shall be liable to a fine.

55. Any such officer who resigns, is dismissed, removed from office, or suspended shall, within three days of his removal from office, return to the Chairman of the Village Committee his register, copies of all Ordinances and rules, and all other official papers, and obtain a receipt.

Sub-section (22).—Nil.

Sub-section (23).—Nil.

Sub-section (24).—Nil.

Sub-sections (25), (26), (27), and (28).

56. *Persons liable to perform Village Labour.*—All male inhabitants between the ages of 18 and 55 who are liable to perform labour under the Thoroughfares Ordinance shall be liable to contribute towards the works sanctioned by the Village Committee under rule 3 above, either in person or by substitute as many days' labour in each year as may be determined by the Committee by resolution, provided that no inhabitant shall be liable to perform more than ten days' labour in any one year.

57. *Commutation of Labour.*—Such labour may on or before March 31 of each year be commuted by a money payment to the village headman at a rate per day fixed by the Village Committee by resolution, and such headman shall give a receipt for every sum of money so paid to him; and he shall deposit such money in the Kacheheri to the credit of Village Committee funds.

58. *Commutation at Double Rates.*—Every person who may have failed to commute as provided in rule 57 above shall, notwithstanding, be allowed to commute on payment on or before April 30 of each year at double the rate fixed by the Village Committee for the year.

59. *Penalties for Default of Village Labour.*—Every person liable to labour who shall have failed to commute at single or double rate, and who shall have failed to attend for the performance of such labour when called upon so to do, or who having attended for the performance of such labour shall fail to do the full day's work for each day, shall be liable to such punishment as the Committee has power to inflict.

60. *Village Headman to furnish Lists of Persons liable to Labour.*—A list of persons liable to labour on communal works under rule 56 above shall be prepared by the village headman of each village and forwarded to the Chairman on or before November 30 of each year, and no headman shall wilfully omit the name of any person liable to contribute labour within his village.

61. *Notice for calling out Labour.*—Every person who shall have failed to commute in accordance with the provisions of rules 57 and 58 above shall be required to perform labour on such communal works and at such time and place as the Chairman of his Village Committee shall in his discretion decide. Due notice of such time and place shall be given to such person by the village headman eight days previous to the date on which he is required to labour.

62. *Preparation of List of Defaulters.*—It shall be the duty of every village headman to submit a list of persons who shall have failed to labour or to commute whenever called upon by the Chairman, Village Committee, to do so, and to prosecute such defaulters under rule 59 on order of Chairman.

Sub-section (29).—Loitering in Thoroughfares or Public Places and Abusive Language.

63. *Prevention of Disorderly Conduct, &c.*—No person shall be drunk or behave in a disorderly manner in or near any tavern or on any public thoroughfare or place.

64. *Prevention of Loitering.*—No person shall loiter or lurk in any public thoroughfare or place after 9 P.M. without sufficient reason or in any manner calculated to annoy or frighten any person.

65. *Obscene or Abusive Language.*—No person shall use obscene or abusive language in such manner as to cause annoyance to any person or as to be likely to provoke a breach of the peace.

Sub-section (30).—Sale of Spirits to Females.

66. *Prohibition of Sale of Spirits to Females or Children.*—No holder of a licence granted under "The Excise Ordinance, No. 8 of 1912," or any amending Ordinance that may be passed thereafter shall sell or allow any person to sell to any female or to any child under 16 years of age any spirit within the meaning of the said Excise Ordinance.

Sub-section (31).—Ancient Customs regarding Cultivation and Village Tanks.

67. *Preservation of Ancient Customs.*—No person shall contravene any ancient custom regarding cultivation, or the repair, protection, and maintenance of village tanks if such contravention shall be detrimental to others.

Sub-section (32).—Nil.

Sub-section (33).—Manner of Conducting Committee Meetings and Quorum at such Meetings.

68. *Number to form a Quorum at Meeting of a Committee.*—The quorum for a meeting shall be not less than one-third of the total number of members, but in no case shall it be less than four.

69. *Notice to move a Resolution.*—If any member intends to move a resolution information should be given to the members through the Chairman a week earlier, except in urgent matters which may be allowed by the consent of the Committee.

Sub-section (34).—Village Affairs.

70. *Enclosure of Wells for Prevention of Accidents.*—The owner or occupier of any land on which any well or artificial pit may be situated shall, whether the well or pit be in use or abandoned, cause such well or pit to be adequately enclosed to a height of 2½ feet above the level of the ground in manner provided below, and he shall maintain the well and its water-lifting appliances in safe working order—

By a masonry wall of brick or stone, which shall be carried all round the well to a height of 2½ feet, as provided in the Ordinance No. 27 of 1884; or

By a palmyra railing or rafter wood well battened together and supported by masonry pillars or strong posts of palai or other good jungle wood or of unsplit palmyra, the top of the uppermost rail or batten in every case to be 2½ feet from the ground; or

By a fence of palmyra rafter wood, the standards not more than 6 inches apart and with a strong rail at the top not less than 2½ feet from the ground, and the timbers composing the fence must be buried at least 2 feet in the ground; or

By blocks of unsplit palmyra or other strong timber not less than 1½ feet in the ground, and not more than 6 inches apart and 30 inches high above ground, bound together by a rail at the top; or

By a stake fence of very strong jungle wood, each stake not to be less than 9 inches in circumference and 2 feet in the ground, 2½ feet above ground, and not more than 6 inches apart, tied together with string, or what is called jungle rope to a bar or batten at the top; or

By a fence of live kiluva sticks such as are used for fencing in the Jaffna peninsula, the sticks to be close to each other and strongly tied with string or jungle rope with a lath at the top, which lath shall be at least 30 inches from the ground.

71. *Prevention of Damage to Tank or Water-course.*—No person shall throw into any tank or water-course anything that is likely to diminish the usefulness of such tank or water-course, nor pile up any earth, stones, or rubbish on the margin of such tank or water-course.

72. *Removal of Sand and Silt from Village Tank, Water-course, or Lane.*—No person shall remove any earth, sand or silt, or any other material from any village tank, water-course, or lane without the written sanction of the Chairman, Village Committee, for which a fee not exceeding 25 cents per cart load may be charged.

73. *Allocation of Village Tanks, &c., for Specific Purposes.*—The Village Committee shall have the power to allocate by resolution and publication thereof any particular village tank, spring, well, watering or bathing place for any specific purpose, such as washing of clothes, watering of cattle, bathing of persons or of cattle, horses, and other animals, or for other purely sanitary purposes, and no person shall put such tank, well, &c., to any other use.

74. *Fences in Paddy Fields and Tobacco Gardens.*—No person shall erect a live fence of puvarasu or any other plants that are barred by the general custom of the subdivision on or near the limit of a paddy field or tobacco or vegetable garden belonging either to himself or to another without the previous sanction in writing of the Chairman, Village Committee.

75. *Damage to Cultivation by Fowls.*—No fowls shall be allowed to stray into cultivated lands.

76. *Trees near Paddy Field or Tobacco Garden.*—No trees, except such as are allowed by the general custom of the subdivision, shall be planted within 6 feet of the limit of any paddy land or tobacco or vegetable garden.

77. *Right of Way through Paddy Fields.*—Every owner of paddy land shall have a right of way to his field. If such a field be at a distance from any road, lane, or path, then a passage must be allowed so that he may take carts, cattle, and agricultural implements to and from his paddy land during the proper period of ploughing and sowing, but not at a time after the crop has sprung up in any field through which passage is required and before reaping.

78. *Width of Nadaivarampu through Fields.*—The owner of paddy lands shall see that all "Nadaivarampu" paths passing through their fields are not less than 3 feet in breadth and maintained in good order. No person shall cut any such path with intent to reduce its width or to deface it, or scrape grass from it.

79. *Common Water Channels.*—No common water channel shall be closed whether wholly or in part without the permission of the Chairman.

80. *Branches of Trees overhanging Village Property.*—No person shall cut or damage any branch of any tree of spontaneous growth overhanging any property in charge of the Village Committee without reasonable notice to the Chairman of his intention to cut, and before payment of the value of such branches as assessed by the village headman.

81. *Removal of Cow Dung.*—No person shall remove cow dung from the subdivisions of Karachehi, Punakary, Pallavaraykaddu, Pungudutivu, and Delft of the Jaffna District, and Mannar East, Mannar West, Mantai North, Mantai South, Perunkalipattu, and Ilupaikadavai subdivisions of the Mannar District to any other place for any purpose whatsoever without a permit signed by the Chairman of the Village Committee.

The Committee shall have power, subject to the approval of the Government Agent, to decide on what terms and condition such permit may be issued.

82. *Village Committee Notices.*—No person shall destroy or deface any written notice issued by the Committee and posted in any place for the general information of the public.

83. *Branding of Horses in Delft.*—Owners of horses in Delft shall not brand any of their horses except in the presence of the Udayar, who shall give notice of time and place of branding to the other horse owners in Delft.

84. *Right of Village Headmen, Members, and Officers of Village Committee to enter into Private Premises.*—It shall be lawful for the Chairman and members of the Committee, any officer appointed by the Committee, or any village headman or other peace officer to enter into any house or private premises for the purpose of the Village Communities Ordinance and the rules framed thereunder, provided that such entry is made in good faith.

Code for Assisted Vernacular and Anglo-Vernacular Schools.

E 303/27

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

Colonial Secretary's Office,
Colombo, February 8, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

AMENDMENT REFERRED TO.

In lieu of clause 48 substitute the following :—

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

(a) No building grant shall be given to a school unless—

- (i.) its board of directors or other governing body is incorporated according to law ; or
- (ii.) its trustees are incorporated under "The Trusts Ordinance, No. 9 of 1917" ; or
- (iii.) it is controlled or managed by a society which is registered under the Societies Ordinance, 1891 ; or
- (iv.) it shows evidence of assured stability to the satisfaction of the Director of Education.

(b) The assistance given to a school by way of building grants shall not exceed 50 per cent. of the expenses incurred by the school authorities on the building or extension for which the grant is given.

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

	Rs.
(a) Anglo-Vernacular schools	7,500
(b) Vernacular schools	5,000

"THE MOTOR CAR ORDINANCE, 1927."

W 636/27

REGULATION made by His Excellency the Governor in Executive Council under section 58 of the above-named Ordinance.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 7, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

REGULATION.

No person shall use a motor omnibus on the highway specified in the schedule hereto :—

Schedule.

Yatihena Village Committee road.

"THE MOTOR CAR ORDINANCE, 1927."

W 232/27

REGULATIONS made by His Excellency the Governor in Executive Council under section 58 of the above-named Ordinance.

Colonial Secretary's Office,
Colombo, February 8, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Regulations.

1. The use of the roads named in the schedule hereto by motor omnibuses is prohibited, provided that a motor omnibus not carrying passengers may, for the purpose of leaving or entering a garage or motor workshop, use any road which affords the only access to such garage or workshop :—

SCHEDULE.*Kalutara District.*

Alubomulla-Alutgama	Heenatiyangala-Etawila	Nahalla Junction to Pansala Junction
Alutgamweediya-Nawuthuduwa	Henamulla-Madapatha	Palannoruwa-Kahatapitiya
Agalawatta-Galawatta	Horana-Yalagala	Palatota-Toragala
Approach road to Village Tribunal, Matugama	Haltota-Tibbotugoda	Palatota-Duwepansala
Approach road to Village Tribunal, Paiyagala	Haltota-Millaniya	Palatota-Nagoda
Approach road to Village Tribunal, Pinwatta	Halwala-Udugama	Paiyagala-Dodangoda
Approach road to Kaduruuduwa	Indilanda-Anguruwatota	Paiyagala-Eladuwa
Beruwala-Alutgamweediya	Indilanda-Kennantudawa	Pantiya-Polgahakanda
Bellana-Moragala	Ittapana-Halwala	Panadure-Hirana
Bandaragama-Kindelpitiya	Kirimetiya-Yala	Paragastota-Yalagala
Bandaragama Experimental Station	Kalupahana-Wagawatta	Pinwatta-Naranpitiyawa
Bulatsinhala-Halwatura	Kulupana-Olaboduwa	Pothupitiya-Panapitiya
Dodangoda-Tebuwana	Kaluwamodera-Kandevihare	Raigama-Anguruwatota
Dambara-Millewa	Kindelpitiya-Palannoruwa	Ratmalgoda-Handapangoda
Dediyawala-Waskaduwa	Lathpandura-Badureliya	Tudugala-Nehinna
Daluwatta-Palayangoda	Lewwanduwa-Ittapana	Talpitiya-Dibbedda
Deenagoda-Badanagoda	Meegahatenna-Pelawatta	Toragala-Ukwatta
Etigiriya-Illuppotha	Millewa-Talagala	Udahamulupattiya-Aruggoda
Eluwila-Malamulla	Meegama Burial Ground-Meegama Ferry	Ukwatta-Kethhena
Etigiriya-Pelenda	Meegama-Warapitiya	Wadduwa-Morontuduwa
Gonabenduduwa-Rambaracla	Makalandawa-Totaha	Warakagoda-Agalawatta
Gorakapola-Galetotupola Ferry	Madawita-Embankment road	Waskaduwa-Bandaragama
Gurugoda-Kahawala	Meegahatenna-Makalandawa	Wewita-Rambukkana
Govinna-Illimbe	Morawinna-Mahawila	Weedagama-Godigomuwa
Gonsaduwa-Kepu-ela	Molligoda-Morontuduwa	Warakagoda Junction to Gallakela
Gelanigama-Kumbukke	Madinakanda-Naghaduwa	Warakagoda-Govinna
Heenatiyangala-Pitagoneliya	Maggona-Duwegoda	Wattalpole-Totawatta
	Munagama-Millewa	Walana-Wattalpole
	Nalluruwa-Mahawila	Warapitiya-Indigastuduwa
		Yatiyana-Iddagoda

2. The by-laws made under section 18 (2) (j) of the Vehicles Ordinance, No. 4 of 1916, for the District of Kalutara, and published by Notification dated January 26, 1927, in *Government Gazette* No. 7,565 of January 28, 1927, are hereby repealed.

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

U 18/28

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 7, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAWS REFERRED TO.

1. No person shall sell, offer for sale, hawk about, or expose for sale any milk which contains less than the standard of cow's milk, to wit, 12 per cent. of milk solids, including not less than 3.5 per cent. of milk fat; provided, however, that when buffalo milk is sold as such it shall contain not less than 16 per cent. of milk solids, including not less than 7 per cent. of milk fat.

2. Any person committing a breach of the above by-law shall be guilty of an offence and shall be liable on conviction to a fine not exceeding Rs. 50 for such offence.

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

U 19/28

BY-LAW made by the Kalutara Urban District Council under sections 164 and 168 (10) of the above Ordinance, approved by the Local Government Board, confirmed by the Governor in Executive Council, and published as required by section 166 (1).

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 7, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAW REFERRED TO.

The by-law made by the Local Board of Kalutara under section 57 of Ordinance No. 13 of 1898, and published in the *Government Gazette* No. 6,665 of September 25, 1914, in substitution for the one made by that Board and published in the *Government Gazette* No. 6,425 of February 17, 1911, is hereby revoked.

Board of Indian Immigrant Labour.

B 19/28

HIS Excellency the Governor has been pleased, in terms of section 9 of Ordinance No. 1 of 1923, to appoint Mr. H. D. Garrick to be a Member of the Board of Indian Immigrant Labour, *vice* the Hon. Mr. T. L. Villiers.

Colonial Secretary's Office,
Colombo, February 1, 1928.

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

Board of Indian Immigrant Labour.

B 19/28

HIS Excellency the Governor has been pleased, in terms of section 9 (1) and (2) of Ordinance No. 1 of 1923, to appoint the Hon. Mr. T. L. Villiers to be a Member of the Board of Indian Immigrant Labour, *vice* Mr. H. D. Garrick, resigned.

2. The Notification dated December 23, 1927, published in the *Gazette* of January 6, 1928, relating to the Hon. Mr. Villiers, is hereby cancelled.

Colonial Secretary's Office,
Colombo, February 1, 1928.

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

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 410/27

REGULATIONS made by the Sanitary Board of Province of Uva for the towns of Haputale, Passara, Koslanda, Lunugala, Welimada, and Haldummulla, under section 9B (2) (g) of the Small Towns Sanitary Ordinance, 1892, and approved by His Excellency the Governor in Executive Council.

Colonial Secretary's Office,
Colombo, January 28, 1928.

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

REGULATIONS.

1. Water shall not be drawn from the public stand pipes otherwise than into a vessel or receptacle.
2. The public stand pipes shall not be used for the purposes of bathing or washing of persons or animals, or clothes or any other thing.
3. No contrivance of any kind whatever shall be used for fixing the handle of the stand pipes in order to secure a continuous flow of water.
4. No person shall lay or have any communication or service pipes for the conveyance of water from any of the mains or branches into any house, land, or premises without the sanction or leave of the Chairman, Sanitary Board, Uva, nor shall any such pipes be laid, except by the employees of the Board, nor until the Board shall have approved the point or place at or through which the same shall be laid.
5. If any person shall, contrary to the provisions of the preceding by-law, lay or have any such communication or service pipes, it shall be lawful for the Chairman of the Sanitary Board to direct and order the same to be removed.
6. No person drawing water shall allow water from any cistern, stand post, hydrant, pipe, valve, or stop-cock to run to waste, but shall use all ordinary measures to stop the wasteful flow of water.
7. No person shall do anything whereby the water in any stand post, cistern, pipe, or vessel belonging to the Board shall be any degree polluted, fouled, or corrupted, or shall in any way tamper with or interfere with the water in such stand posts, cisterns, pipes, or vessels.
8. No person shall bathe or wash any part of his or her body, or any clothes, or any animals, or any articles of whatever description at the stand posts, fountains, cisterns, pipes, or vessels belonging to the Board, erected and built, or to be hereafter erected or built in the public streets, thoroughfares, and other places within the said Sanitary Boards.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

U 420/27

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 24 of the Cemeteries and Burials Ordinance, No. 9 of 1899, and on the recommendation of "the proper authority," to wit, the Government Agent, North-Western Province, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground from the date hereof.

Colonial Secretary's Office,
Colombo, February 3, 1928.

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

SCHEDULE REFERRED TO.

Lot 68 in final village plan No. 1,491.
Name of Land : Nugawelagawahana.
Situation : Bambaragahapelessa village, in Rekkopattu korale of Dambadeni hatpattu of the District of Kurunegala, North-Western Province.
Boundaries : North by lots 45a and 45 in final village plan No. 1,491; east by lot 70 (road) in final village plan No. 1,491; south by lot 70 (road) in final village plan No. 1,491, and the limits of Amunugama village (final village plan No. 1,492); west by the limits of Godawita village (final village plan No. 1,489).
Extent : 1 acre 3 roods and 28 perches.

“THE RUBBER RESTRICTION ORDINANCE, NO. 24 OF 1922.”

A 21/28

HIS Excellency the Governor in Executive Council, in exercise of the powers vested in him by section 3 of “The Rubber Restriction Ordinance, No. 24 of 1922,” has been pleased to fix the monthly exportable maximum for the quarter beginning February 1, 1928, at 60 per cent. of the monthly standard production.

Colonial Secretary's Office,
Colombo, February 3, 1928.

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

“THE DOG REGISTRATION ORDINANCE, 1901.”

U 361/27

BY-LAWS made by the Sanitary Board of the Kandy District, Central Province, under section 5 of “The Dog Registration Ordinance, 1901,” for the Sanitary Board towns of Wattedagama, Pussellawa, Norwood, Bogawantalawa, Maskeliya, Kadugannawa, Teldeniya, Mailapitiya, Galaha, Huluganga, Ulapane, and Panwile, which have been brought under the operation of the said Ordinance by Proclamation dated December 7, 1925, published in *Government Gazette* No. 7,503 of December 11, 1925.

Colonial Secretary's Office,
Colombo, January 30, 1928.

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

BY-LAWS REFERRED TO.

1. A registration fee of 25 cents for each dog and Re. 1.50 for each bitch shall be paid per annum on all dogs kept within the Sanitary Board limits of the Kandy District.
2. Such registration fee shall be due on and after July 1, and shall be paid in advance before August 1 in each year.
3. To facilitate the recovery of such registration fee, the occupier of every house within the town shall on or before June 1, in each year, furnish to an officer authorized by the Chairman, Sanitary Board of the Kandy District, to demand the same a list in the form in schedule annexed, of dog or dogs kept in such house and of the owners thereof.
4. On payment of the registration fee on any dog the Chairman, Sanitary Board of the Kandy District, shall, unless the owner provides his own collar to be stamped, furnish the owner with a stamped collar to be worn by such dog on payment of a fee of 25 cents.
5. Every inhabitant within the Sanitary Board limits of the Kandy District becoming possessed of any dog or dogs after furnishing of the list referred to in by-law 3 shall furnish the officer appointed by the Chairman mentioned in the said by-law with an additional list of such dog or dogs within one month after acquiring the same, and the owner of such dog or dogs shall become liable to the registration fee for the current year within 15 days after the list required by this by-law becomes due.
6. It shall be lawful for the Chairman, Sanitary Board of the Kandy District, to require the production of any dog for which registration is applied for before the Sanitary Inspector or the officer appointed by the Chairman and to decline to issue a certificate until it is produced.
7. It shall be lawful for the Chairman, Sanitary Board of the Kandy District, to refuse to issue a certificate of registration or to cancel a certificate already issued for any dog which, in his opinion, is so maimed or diseased as to be unfit to live, or which is habitually ill-treated or continually neglected by its owner.
8. The owner of every dog for which a certificate has been refused or cancelled shall, on being noticed to do so, produce the dog at the house of the officer appointed by the Chairman at a time to be stated in the notice and deliver it to the said officer, and every such dog may be destroyed or otherwise disposed of as the Chairman, Sanitary Board of the Kandy District, shall think fit.
9. The by-laws for the Sanitary Board towns of Wattedagama, Norwood, Bogawantalawa, Maskeliya, Kadugannawa, and Pussellawa published by Notification dated March 18, 1903, in *Government Gazette* of March 27, 1903, and the by-laws for the Sanitary Board towns of Galaha, Huluganga, and Mailapitiya published by Notification dated August 22, 1910, in *Government Gazette* of August 26, 1910, are hereby repealed.

Schedule.

No. ———.
No. of House : ———.
Street : ———.
Name of village : ———.
Name of garden : ———.
Householder's name : ———.

No. ———.
Return to be filled up immediately after June 1, 19 —, and returned to the ——— before June 15, 19 —.
House No. ——— Street : ———.
Name of village : ———. Name of garden : ———.
Householder's name : ———.

Number of Dogs.	Number of Dogs.	Description.			Remarks.	Owner's Name.	Date of Payment.
		Breed.	Sex.	Colour.			
1.						On or before July 31 next	
2.							
3.							
4.							
5.							

Date of Service : ——— 19 —.

Date of Service : ——— 19 —.

Signature of Householder.

The above-named householder is hereby required to fill up and return the above schedule within one week from this date. Any person neglecting to do so will become liable to a fine of Rs. 20.

Date : ——— 19 —.

(Signed) : ———.

Comparative Monthly Return of Revenue from October, 1928, to September, 1927.

	1923-24.	1924-25.	1925-26.	1926-27
	Rs.	Rs.	Rs.	Rs.
October	8,639,057	9,022,025	9,776,699	10,388,964
November	8,001,201	7,895,979	9,070,282	9,972,165
December	6,386,145	7,792,815	8,436,827	8,856,657
January	11,434,452	12,189,391	12,032,299	13,195,102
February	8,209,361	8,594,667	9,827,860	9,969,815
March	8,635,906	8,777,107	10,518,787	11,824,476
April	9,088,372	9,536,177	10,236,123	10,658,067
May	7,766,440	8,800,293	10,265,709	9,982,159
June	7,805,669	9,830,257	9,726,774	10,836,555
July	9,634,199	9,129,174	11,150,635	10,165,772
August	8,651,157	9,497,003	9,662,180	10,508,351
September	9,111,157	14,474,781	13,812,980	13,000,883
Total	102,363,116	116,539,669	124,516,155	129,358,916

General Treasury,
Colombo, January 30, 1928.

W. W. Woods,
Colonial Treasurer.

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1924, for the month of December, 1927:—

1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on November 30, 1927	195,528,642	0	In vault on December 31, 1927	129,134,040	0
Add Notes received in December, 1927	—	—	In circulation on December 31, 1927	62,479,602	0
	195,528,642	0			
Deduct Notes destroyed in December, 1927	3,927,000	0			
	191,601,642	0		191,601,642	0

2.—Reserve Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	62,479,602	0	Securities at cost (£1 = Rs. 15)	44,836,101	83
Excess of reserve over Notes in circulation	7,409,038	23	Coin in vault	25,045,538	40
	69,879,640	23		69,879,640	23

3.—Average amount of Notes in circulation during the month	62,472,925	0
Average amount of Coin in vault during the month	25,045,561	0

4.—Details of Investments and Securities.

	Face Value.			Face Value.		Purchase Value.		Market Value
	£	s.	d.	Rs.	c.	Rs.	c.	(Sterling at Rate of the Day.)
Colonial and other Securities...	1,315,170	1	1	19,727,550	81	18,371,172	81	15,432,796 97
War Loan 5 per cent.	4,877	15	1	73,166	31	75,000	0	64,929 41
National War Bonds 5 per cent.	50,000	0	0	750,000	0	799,445	63	702,890 41
Funding Loan 4 per cent.	7,091	1	2	106,365	88	85,092	69	80,238 57
Conversion Loan 4½ per cent.	218,392	16	4	3,275,892	25	3,117,522	94	2,766,609 19
Indian Stock Sterling	171,000	14	7	2,565,010	94	2,307,403	50	1,808,963 20
Indian 5 per cent. War Loan	—	—	—	15,838,700	0	14,880,325	89	15,947,591 7
Government of India 6 per cent. Bonds	—	—	—	371,100	0	371,100	0	355,248 19
Government of India 6 per cent. Loan	—	—	—	2,834,200	0	2,834,200	0	3,018,429 30
Government of India 5 per cent. Loan	—	—	—	2,027,500	0	1,994,834	37	2,151,684 37
Total	—	—	—	47,569,486	19	44,836,101	83	42,860,154 41

Currency Office,
Colombo, January 12, 1928.

A. G. M. FLECHER, Colonial Secretary.
F. J. SMITH, Controller of Revenue,
W. W. Woods, Colonial Treasurer,

Commissioners
of Currency.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the supply of provisions to the Jails named in the schedule hereunder for the period of one year commencing from October 1, 1928, and terminating on September 30, 1929.

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

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

4. Tenders should be marked "Tender for the Supply of Provisions to the Jail" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on the dates apportioned for the closing of tenders for each Jail.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Inspector-General of Prisons, Colombo, or to the Superintendent of the Prison, and no tender will be considered unless it is on this recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A cash deposit according to the schedule hereunder will be required to be made either at the Treasury or at any Kacheheri, and a receipt produced for the same before any form of tender is issued. No deposits for tender forms will be accepted by the Prisons Department. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon completion of the contract.

7. If required, samples must be deposited.

8. The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract. The amount deposited for tender forms will form part of the security.

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

10. Contracts may not be assigned, sublet, or otherwise transferred without the previous written authority of the Tender Board.

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

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

13. Any further information can be obtained on application to the Inspector-General of Prisons, Colombo, or to the Superintendent of Prison concerned.

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

15. All tenders for imported articles will be accepted only on the condition that the tenderer shall give the Government the benefit of any decrease in the Customs duties made after the signing of the tender, and up to the expiry of the contract entered into hereafter, and the Government likewise undertakes to pay over and above the tendered rate such sum as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

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

In the case of persons who have carried out contracts with the Prisons Department, but not in the division or district concerned in the notice calling for tenders, they should state in which division 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 Prisons Department, the name of such department and the district in which the service was rendered should be stated.

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

A. F. G. WALKER,

Colombo, February 6, 1928. Inspector-General of Prisons.

SCHEDULE REFERRED TO.

Date of closing of Tender : April 3, 1928.

Name of Prison.	Amount of		Security.
	Tender Deposit.	Rs.	
Welikada	500	4,000	
Mahara	400	3,000	
Hulftsdorp	100	500	

Date of closing of Tender : April 12, 1928.

Negombo	100	500
Galle	100	500
Jaffna	200	1,000
Batticaloa	50	250
Anuradhapura	100	500
Badulla	50	250
Kandy	400	2,000

TENDERS are hereby invited for the contract for the conveyance of mails from October 1, 1928, twice daily each way, for a period of three years between Hatton, Dikoya, and Norwood, and Norwood and Bogawantalawa, and Norwood, Maskeliya, and Upcot Post Offices, and intermediate offices.

(a) By motor car, motor cab, or omnibus, 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. 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 Hatton, Maskeliya, and Bogawantalawa," 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, March 13, 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 Kaqcheri, 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, February 8, 1928.

M. S. SRESETA,
Postmaster-General.

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 Kandy, Galaha, Deltota, and Hewaheta Post Offices, and intermediate offices.

(a) By motor car, motor cab, or omnibus, 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. 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 Kandy and Hewaheta" 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, March 13, 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 Kaqcheri, 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, February 8, 1928.

M. S. SRESETA,
Postmaster-General.

SCHEDULES of rates are hereby invited for the erection of an Operating Theatre, Female Branch Hospital, Borolla.

2. The whole of the work is to be undertaken on an agreement to be entered into between the District Engineer, Buildings, Colombo, and the contractor on the basis of his accepted tendered schedule or rates and subject, finally, to the approval of the Construction Engineer, Public Works Department, Colombo.

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, Buildings, 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, Buildings, Colombo, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, Torrington square, endorsed on the outside "Schedule of Rates for Operating Theatre, Female Branch Hospital, Borolla," so as to reach the offices of the foregoing officers on or before 12 noon on February 20, 1928.

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

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

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

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

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

Public Works Office,
Colombo, February 8, 1928.

TENDERS are hereby invited for the maintenance of the following service to section No. 1, Fort area, and section No. 6, Modera and Kotahena area, in the District of Colombo, for a period of seven and a half months from March 15, 1928, to September 30, 1928 (approximately).

Maintenance of, and minor improvements to, Government buildings, Police Stations, Hospitals, Dispensaries, &c.

2. A contract for each section will be entered into with the successful contractor who will be required to deposit as security such sum as may be decided upon and stated in the contract.

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

Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 50 either at the General Treasury or Kacheheri. The receipt must be handed over to the District Engineer, Buildings. The deposit will be refunded to all *bona fide* tenderers after the contract has been signed by the successful contractor.

4. Tenders (on the basis of a percentage "Off" or "On" the prices shown on the schedules of prices) for each section and service given above must be submitted separately, in duplicate, on the forms attached to the specification and schedule. The forms, duly filled in, signed, and dated, to be forwarded in securely sealed envelopes (with the specification and schedule complete), the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Torrington square, Colombo, endorsed

on the outside "Schedule of Rates for Maintenance of Government Buildings," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, February 25, 1928.

5. The specification, schedule of prices, and forms of tender must not be altered in any way, but must be returned to the above officers in their original form duly signed and dated. Any tender received unaccompanied by a signed copy of the specification, schedule of prices, and form of tender 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 on the list of Crown defaulting contractors, or any other person to whom the Construction Engineer, Public Works Department, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

E. W. BARTHOLOMEW,
Public Works Office,
Colombo, February 8, 1928.

for Director of Public Works.

SCHEDULES of rates are hereby invited for the erection of one junior clerk's quarters, Negombo.

2. The whole of the work 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 schedule of rates, and finally subject to the approval of the Provincial Engineer, Western Province (North), Colombo.

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, 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 original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Negombo, endorsed on the outside "Schedules of Rates for the Erection of One Junior Clerk's Quarters, Negombo," so as to reach the offices of the foregoing officers on or before 12 noon on March 1, 1928. All imported articles, such as cement, fittings for doors and windows, paint, oil, galvanized iron for valley guttering, eaves guttering and down piping, cistern heads, buckets for E. C. seats, and squatting plates, and barbed wire for fencing, 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,
Public Works Office,
Colombo, February 8, 1928.

for Director of Public Works.

SCHEDULE of rates are hereby invited for construction and extension of culverts, Panadure district.

2. The whole of the work is to be undertaken on an agreement to be entered into between the District Engineer, Panadure, 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, specifications, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Panadure, any week day between the hours of 8.30 A.M. and 4 P.M. (Saturdays, 8.30 A.M. and 1 P.M.).

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer, Panadure, 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, Panadure, endorsed on the outside "Schedule of Rates for Construction and Extension of Culverts, Panadure District," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, February 24, 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. 10 either at the General Treasury or any local Kaohcheri. The receipt must be handed to the District Engineer, Panadure. 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 the 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 other 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,
for Director of Public Works.

Public Works Office,
Colombo, February 8, 1928.

SCHEDULES of rates are hereby invited for the improvements to culverts on Kandy road.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Veyangoda, 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, Veyangoda, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Veyangoda, endorsed on the outside "Schedules of Rates for the Improvements to Culverts on Kandy Road,"

so as to reach the offices of the foregoing officers on or before 12 noon on March 1, 1928. Cement will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of cement 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, February 8, 1928.

SCHEDULES of rates are hereby invited for constructing side drains at Hanwella.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Colombo, endorsed on the outside "Schedules of Rates for Constructing Side Drains at Hanwella," so as to reach the offices of the foregoing officers on or before 12 noon on March 1, 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, 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.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, February 8, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for the soil drainage and water supply at the "A" type bungalow, Stanmore Crescent.

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

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

Tenders and schedules of rates must be submitted on forms to be obtained from the Construction Engineer, Public Works Department, Colombo, duly signed and dated, and forwarded in securely sealed envelopes addressed to the Construction Engineer, Public Works Department, Colombo, and endorsed on the outside "Schedules of Rates for New 'A' Type Bungalow, Stanmore Crescent," so as to reach that officer on or before 12 noon, February 20, 1928. The schedule to include alternative rates in respect of items necessitating the use of imported articles.

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.

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

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

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, February 8, 1928.

SCHEDULES of rates are hereby invited for additions and improvements to Post Office building, Peradeniya.

The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Buildings, Kandy, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, Central Province (North), Kandy.

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, Buildings, Kandy, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

Schedules of rates must be submitted on forms, a specimen of which can be seen in the Office of the District Engineer, Buildings, Kandy, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (North), Kandy, and the duplicate addressed to the District Engineer, Buildings, Kandy, endorsed on the outside "Schedules of Rates for Additions and Improvements to Post Office Building, Peradeniya," so as to reach the offices of the foregoing officers on or before 12 noon on February 21, 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.

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.

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.

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 the reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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, February 8, 1928.

SCHEDULES of rates are hereby invited for widening the Habarana-Topawewa road, in the Maradankadawela district, to a width of 18 feet including earthwork, trimming, and turfing slopes and providing and spreading gravel between the 14th and 27th mileposts.

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.

Specifications, bills 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).

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 Widening the Habarana-Topawewa Road, Maradankadawela District," so as to reach the offices of the foregoing officers on or before 12 noon on March 10, 1928.

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.

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.

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.

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, February 8, 1928.

SCHEDULES of rates are hereby invited for all works in connection with the construction of two cooly lines, one of five rooms and another of seven rooms on 40th and 47th miles, respectively, on Puttalam-Trincomalee road.

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. Schedules 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 erecting Cooly Lines, Puttalam-Trincomalee Road," so as to reach the offices of the foregoing officers on or before 12 noon on February 29, 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, February 8, 1928. for Director of Public Works.

SCHEDULE of rates are hereby invited for effecting additions and improvements to Court-house, Batticaloa.

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

3. The Public Works Department specifications, drawings, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the office of the District Engineer, Batticaloa, any week day between the hours of 9.30 A.M. and 4 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, Batticaloa. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Eastern Province, Batticaloa, endorsed on the outside "Schedule of Rates for Additions and Improvements to Court-house, Batticaloa," so as to reach the offices of the foregoing officers on or before 12 noon on February 29, 1928. All

imported articles such as glass, door, and window fittings, latrine buckets, cement, paint, wire netting, R. S. joists and bolts, iron bars for glazed doors and windows and pudlo, will be supplied free of charge to the contractor, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use. The materials will be issued to the contractor at the Public Works Department Yard, Batticaloa.

5. The tendered rates must be entered in ink, and any alterations must bear the initials of the tenderer. 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. 15 either at the General Treasury or any local Kachoheri. The receipt must be handed to the District Engineer in charge. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer.

7. 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.

8. 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.

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

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

E. W. BARTHOLOMEW,
for Director of Public Works.
Public Works Office,
Colombo, February 8, 1928.

TENDERS are hereby invited for the supply of country rice for the use of the Public Works Department in the Batticaloa District, delivered at the Overseers' quarters at the under-mentioned places, for the following period:—

From March 1, 1928 to May 31, 1928.

Batticaloa District.

Batticaloa town, Kumburumulai, Chenkaladi, Valaichchenai, Pannicchchenekerni, Kalkudah, Sinnapullumalai, Poolavoli, Kekerichenai, Padiyatallawa, Miyankulam, and Welikanda. (An average of 500 bushels of rice per month will be required for Batticaloa District, but no guarantee is given that this or any other quantity will be ordered each month).

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Provincial Engineer, Eastern Province, Batticaloa.

3. Tenders must be marked "Tender for the Supply of Rice, Public Works Department, Batticaloa, 1927-28," in the left hand top corner of the envelope, and should reach the Office of the Provincial Engineer, Eastern Province, Batticaloa, not later than 12 noon on February 24, 1928.

4. Tenders should either be deposited in the tender box in the Office of the Provincial Engineer, Eastern Province, Batticaloa, or be sent to him through the post.

5. The sample of rice not less than a measure should be deposited in sealed bottles at the Office of the Provincial Engineer, Eastern Province, Batticaloa, not later than 12 noon on February 24, 1928.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of rice adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Eastern Province, Batticaloa, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any

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

8. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Provincial Engineer, Eastern Province, Batticaloa, 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.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Eastern Province, Batticaloa.

10. Before any tender is accepted the contractor will be required to sign a contract to make due delivery in accordance with the description and the quality of rice tendered by him and as per approved samples submitted. In order to secure the due and punctual performance of the contract, the successful tenderer will be required to deposit a sum of Rs. 300 in respect of the contract entered into by him.

11. 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.

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

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 Provincial Engineer, Eastern Province, Batticaloa, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

14. 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.

15. In the case of persons who have carried out contracts with the Public Works 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.

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

17. Contracts may not be assigned or sublet without the authority of the Director of Public Works.

18. The Government does not bind itself to accept the lowest or any tender, and reserves to itself the right of accepting any portion of a tender.

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

Public Works Office,
Colombo, February 8, 1928.

SCHEDULES of rates are hereby invited for special repairs and improvements to survey huts, Diyatalawa.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the Provincial Engineer,

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Diyatalawa, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Diyatalawa, endorsed on the outside "Schedule of Rates for Additions and Improvements to Survey Huts, Diyatalawa," so as to reach the offices of the foregoing officers on or before 12 noon on February 29, 1928. The following imported materials will be supplied by Government:—Cement, lime, doors and window fittings, powder, fuze, steel, paint, and oil. The rates quoted by the contractor should be, omitting the value of the above-mentioned materials, supplied by Government.

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

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

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

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

E. W. BARTHOLOMEW,
Public Works Office, for Director of Public Works.
Colombo, February 8, 1928.

SCHEDULES of rates are hereby invited for the construction of cooly lines on 40th mile, Avissawella-Ginigathena road, and 36th mile, Puwakpitiya-Kendangamuwa road, in the Avissawella district, Province of Sabaragamuwa.

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

3. The Public Works Department specifications drawings, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Avissawella, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Avissawella. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Avissawella, endorsed on the outside "Schedules of Rates for the Construction of Cooly Lines on 40th Mile, Avissawella-Ginigathena Road, and 36th Mile, Puwakpitiya-Kendangamuwa Road," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, February 25, 1928. All imported articles, such as cement, tiles, &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. 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, 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 schedule 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, February 8, 1928. for Director of Public Works.

TENDERS for scavenging and cleaning the drains and the public latrines, &c., in the Sanitary Board town of Kadugannawa twice daily from March 1, 1928, to December 31, 1928, and also tenders for conservancy of private latrines once daily from March 1, 1928, to December 31, 1928, will be received by the Chairman, Sanitary Board, Kandy District, at the Kandy Kachcheri, up to noon on February 21, 1928.

2. For particulars of work and conditions of contract, apply to the Chairman, Sanitary Board, Kandy.

3. The Chairman does not bind himself to accept the lowest or any tender, and reserves to himself the right of accepting any tender.

The Kachcheri,
Kandy, February 4, 1928.

R. M. DAVIES,
Deputy Chairman.

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

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

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

4. Tenders should be marked in the case of service A, "Tender for the Purchase of Timber and Firewood, Southern Division (East)," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests, Kandy, not later than midday on Wednesday, February 29, 1928.

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

6. A deposit of Rs. 20 for each of the coupes to be tendered for will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued.

7. Tenderers should satisfy themselves by inspection before tendering as to the acreage and contents of the demarcated coupes referred to in the annexed schedule, as the figures given therein are estimated only and their correctness is in no way guaranteed. The boundaries of each coupe will be pointed out by the local Forest Rangers.

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

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

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

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

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

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

SPECIAL CONDITIONS.

Service A.

(1) On payment of the full purchase amount the purchaser shall be entitled to fell and remove on or before February 28, 1929, in the manner specified below, all the timber and firewood contained in the purchased coupe, other than trees standing within one chain on either side of Nelligan-dola. Any timber or firewood not removed by the expiry date, February 28, 1929, shall *ipso facto* revert to the Crown.

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

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

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

(5) Should the purchaser fell or remove timber trees in excess of the quantity specified in special condition 2, nothing in the agreement shall exempt him from being liable for illicit felling and removal under the Forest Ordinance, No. 16 of 1907.

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

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

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

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

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

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

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

SCHEDULE.

Service A.

To purchase all timber and firewood trees standing or fallen within the boundaries of each of six coupes of compartment one in Diyaduwa Proposed Reserve, exclusive of trees standing within one chain on either side of Nelligandola.

The total volume of timber and firewood standing in the coupes is estimated as follows:—

Coupe 1	..	1,548 cubic yards or 30,959 solid cubic feet.
Do. 2	..	1,566 do. 31,317 do.
Do. 3	..	1,805 do. 36,115 do.
Do. 4	..	1,801 do. 36,022 do.
Do. 5	..	1,077 do. 21,557 do.
Do. 6	..	934 do. 18,676 do.

The above is only an estimate and if found to be incorrect, purchasers will not be granted any refund or compensation. Intending purchasers should therefore satisfy themselves before tendering as to the contents of each coupe.

Including in the above are the following timber trees varying in royalty value from 10 cents to Re. 1.50 per cubic foot:—

Coupe.	Trees over 6 ft. Girth.		Trees from 4 ft. 6 in. to 6 ft. Girth.		Trees from 3 ft. to 4 ft. 6 in. Girth.		Trees under 3 ft. Girth.		Total.	
			
1	..	59	..	75	..	191	..	16	..	341
2	..	64	..	72	..	229	..	11	..	376
3	..	74	..	88	..	278	..	12	..	452
4	..	60	..	109	..	393	..	12	..	574
5	..	23	..	58	..	212	..	15	..	308
6	..	14	..	27	..	85	..	12	..	138

The timber trees are numbered with tar or red paint, and a complete detailed list of the same can be had on application to the Divisional Forest Officer, Matara.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, February 6, 1928.

TENDERS are hereby invited for transporting 3,500 cwt. of salt from the General Stores, Karaiur, to the Salt Stores, Mullaittivu, to arrive by the early part of July, 1928.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to (a) the Government Agent, Northern Province, Jaffna (original); (b) the Controller of Revenue, Colombo (duplicate.)

3. Tenders should be marked "Tender for Transporting Salt, Mullaittivu," in the left hand top corner of the envelope, and should reach the Offices of the Government Agent, Northern Province, Jaffna, and the Controller of Revenue, not later than midday on Tuesday, March 13, 1928.

4. The tenders are to be made upon forms which will be supplied upon application at the Jaffna Kacheheri, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

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

6. 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.

7. The tenders must state the rate of freight per cwt. The rate of wastage allowed will be not exceeding 3 per cent.

8. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. The amount of each bond, revised conditions of contract, and all other necessary information can be ascertained upon application at the Jaffna Kacheheri.

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

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

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

L. A. NORDECROFT,
for Government Agent.

The Kacheheri,
Jaffna, February 4, 1928.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the timber of the gallows of this prison consisting of teak and satinwood, will be sold by public auction at the Galle Jail premises on February 25, 1928, at 11 A.M.

The Prison,
Galle, February 4, 1928.

K. VAITHIANATHAN,
for Superintendent.

NOTICE is hereby given that the following confiscated and unclaimed articles, now lying in the Police Court of Hambantota, will be sold by public auction at the said court on Saturday, March 10, 1928, at 2 P.M. :—

No. of Case.	Articles.
7,117	.. 3 gold studs, 1 silk cloth, 1 white velvet cloth, 1 towel, 1 clasp knife, 1 small cloth bag, 1 small cloth bag containing tinnur, 1 alms bowl, 1 fan, robe, 1 fountain pen, 1 enamelled chatty, 1 brass chembu, 1 brass cup, and 1 enamelled plate
7,123	.. 1 axe
R 18	.. 1 tail light
7,117	.. 1 small earthen lamp
7,228	.. 1 katty
7,313	.. 1 pestle
7,326	.. Piece of tusk
7,361	.. 1 manna knife
7,158	.. 1 German silver chain
7,339	.. 1 small glass and 5 empty bottles
7,436	.. 1 rice pounder
7,535	.. 1 steel trunk box with key

No. of Case	Articles.
Inquest 7	.. 1 silk handkerchief and 6 loaded cartridges
7,671	.. 1 clasp knife
7,704	.. 1 knife
7,706	.. 1 red cambaya cloth, 1 white jacket, and 1 Palayakat sarong
S. C. 15/7,457	.. 1 cambaya cloth, 1 white jacket, 1 striped cloth, and 1 sarong cloth
S. C. 11/7,336	.. 1 cambaya cloth, 1 white jacket, and 1 bodice.
Inquest 12	.. 1 small piece of pencil, 1 small pocket diary, and 1 collar pin
7,781	.. 1 pair scales and 1 chopper
7,783	.. 1 table knife
P. R. A.	.. 4 chintz clothes, 1 small camboy, 4 gowns, 2 jackets, 1 white cloth, 1 small umbrella, 1 pair small sandals, and 1 empty biscuit tin

C. SENARATNE,
Police Court, Additional Police Magistrate.
Hambantota, February 4, 1928.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended February 4, 1928.

Births.—The total births registered in the city of Colombo in the week were 255 (3 Europeans, 11 Burghers, 162 Sinhalese, 32 Tamils, 37 Moors, 7 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 50·6, as against 38·1 in the preceding week, 29·0 in the corresponding week of last year, and 32·6 the weekly average for last year.

Deaths.—The total deaths registered were 151 (12 Burghers, 89 Sinhalese, 27 Tamils, 15 Moors, 4 Malays, and 4 Others). The death-rate per 1,000 per annum was 30·0, as against 33·7 in the previous week, 28·0 in the corresponding week of last year, and 27·6 the weekly average for last year.

Infantile Deaths.—Of the 151 total deaths, 34 were of infants under one year of age, same as in the preceding week, and against 32 in the corresponding week of the previous year, and 30 the average for last year.

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

Principal Causes of Death.—1. (a) Twenty-one deaths from *Pneumonia* were registered, 14 in Maradana hospitals (including 6 deaths of non-residents), 2 in Maradana North, and 1 each in Kotahena North, New Bazaar, Maradana East, Maradana South, and Kollupitiya, as against 33 in the previous week, and 19 the weekly average for last year.

(b) Eleven deaths from *Influenza* were registered, 2 each in St. Paul's, New Bazaar, and Slave Island, and 1 each in San Sebastian, Kotahena North, Kotahena South, Maradana North, and Maradana South, as against 14 in the previous week, and 6 the weekly average for last year.

(c) Five deaths from *Bronchitis* were registered, 2 in Kotahena South, and 1 each in Maradana North, Maradana South, and Slave Island, as against 1 in the previous week, and 3 the weekly average for last year.

2. Eleven deaths from *Phthisis* were registered, 6 in Maradana hospitals (including 3 deaths of non-residents), 2 in New Bazaar, and 1 each in Kotahena South, Maradana North, and Slave Island, as against 10 in the previous week, and 11 the weekly average for last year.

(3) Three deaths from *Enteric Fever* were registered, 2 in Maradana hospitals (including 1 death of a non-resident), and 1 in San Sebastian. The number registered during the previous week was also 3, and the weekly average for last year was 2.

4. One death from *Bubonic Plague* of a resident of Colombo town occurred at the Infectious Diseases Hospital, Angoda, during the week. No death from *Plague* was registered within the city.

5. Eighteen deaths were registered from *Debility*, 6 from *Enteritis*, 4 each from *Worms* and *Infantile Convulsions*, 3 each from *Diarrhoea* and *Dysentery*, 2 from *Accidents*, 1 each from *Tetanus* and *Puerperal Septicaemia*, and 58 from *Other Causes*.

6. Sixty-six cases of *Chickenpox*, 8 of *Enteric Fever*, 2 of *Measles*, 2 of *Smallpox* (1 in Port), and 1 of *Plague* were reported during the week, as against 28, 7, 11, nil, and 1, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 80·1°, against 79·5°, in the preceding week, and 80·9° in the corresponding week of the previous year. The mean atmospheric pressure was 29·912 in., against 29·870 in. in the preceding week, and 29·931 in. in the corresponding week of the previous year. The total rainfall in the week was 0·64 in., against 2·44 in. in the preceding week, and 0·36 in. in the corresponding week of the previous year.

UNOFFICIAL ANNOUNCEMENTS.

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

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

- (e) 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.
- (f) 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 stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 2) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 3) To distribute among the Shareholders in specie any property of the Company, whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 4) To do all such other things as shall be incidental, or conducive, to the attainment of the objects above-mentioned or any of them or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is 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.
R. DOUGLAS FUGE, Dehiowita	One
L. ARCHDALE, Dehiowita	One
F. O. FRANCILLON, Colombo	One
R. W. FOWKE, Colombo	One
G. W. HODGSON, Colombo	One
H. HOPWOOD, Colombo	One
IAN W. ATTREN, Colombo	One
Total shares taken	Seven

Witness to all the above signatures at Colombo this 26th day of November, 1927 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE ANHETTIAGAMA 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 word "Company" means "The Anhettiagama Tea and Rubber 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 and includes a Deputy Director appointed under Article 89.

"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 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 or by attorney (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 Anhettiagama estate, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

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

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

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

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

SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper.

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.

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 three months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call; and each Shareholder shall pay the amount of every call so made to the persons and at the time and place appointed by the Directors.

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

37. The Directors may accept, in the name and for the benefit of the Company, and upon such terms and conditions as may be agreed, a surrender of the shares of Shareholders who may be desirous of retiring from the Company, provided such acceptance is properly 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 interests 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 affected by the resolution, and that no vote shall be given except in respect of a share of that class, and that at any such meeting a poll may be demanded in writing by any members personally present and entitled to vote at the meeting.

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

64. Seven days' notice at least of every General Meeting, Ordinary or Extraordinary, and by whomsoever convened, specifying the place, date, hour of meeting, and the objects and business of the meeting, shall be given in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in General Meeting, but an accidental omission to give such notice to any Shareholder shall not invalidate the proceedings at any 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(a). 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.

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 foreshaid, 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 Anhetigama 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. Leslie Archdale of Lassahena estate, Dehiowita, and Richard Douglas Fuge of Liniyagalla estate, Dehiowita (who are hereinafter referred to as "Life Directors") and Francis Oliver Francillon of Colombo (who with any other Director is herein referred to as an ordinary Director) shall be first Directors of the Company.

86. The said Life Directors shall be entitled to hold office so long as each holds shares of the Company of any class of the nominal value of Twenty thousand Rupees. In the event of any Life Director ceasing to hold shares of the Company of any class of the nominal value of Twenty thousand Rupees (Rs. 20,000), he shall thereupon be deemed to be elected to office as an ordinary Director.

87. The qualification of an ordinary Director shall be the holding of one or more shares of any class of a total nominal value of Rupees Ten (Rs. 10).

88. Unless otherwise declared by a General Meeting the number of Directors shall never be less than two or more than four.

89. Each Life Director shall have the power to appoint in writing any person whether a Shareholder of the Company or not to act as a Deputy Director in his place during his absence from the Island to act as Director and at his discretion to remove such Deputy Director.

90. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Four 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.

91. 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.

92. At the First Ordinary General Meeting of the Company all the ordinary Directors shall retire from office and at the First Ordinary General Meeting in every subsequent year one of the ordinary Directors for the time being shall retire from office as provided in clause 93 unless there shall be only one ordinary Director in which case he shall retire at the Second Ordinary General Meeting after his appointment.

93. The Director if any 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.

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

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

96. 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.

97. 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.

98. 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.

99. If at any meeting at which an election of a Director ought to take place the place of a retiring ordinary 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.

100. 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.

101. The Company may, by a special resolution, remove any Director other than a Life 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.

102. 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.

103. 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.

104. 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 100.
- (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.

Provided, however, that sub-clause 104 (f) shall not apply to a Life Director.

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

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 abstain in respect of any matters connected with any such contract, work, or business.

POWERS OF DIRECTORS.

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

106. 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. 124 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.

107. 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.

108. 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.

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

110. 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.

111. 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.

112. 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, of 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.

113. 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.

114. 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.

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

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

117. 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.

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

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

120. 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.

121. 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.

122. 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.

123. 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.

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

ACCOUNTS.

125. 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.

126. 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

134. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. After 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.

135. 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.

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

137. 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.

138. 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.

139. 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.

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 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.

142. 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.

143. 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.

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

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

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

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

152. 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.

153. 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. In the case of a firm the notice shall be given to the firm at the registered address.

154. 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.

155. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 151, shall not be entitled to be given any notices. Any person becoming entitled to shares in consequence of the death, bankruptcy, minority, or lunacy of any Shareholder or in any other way than by transfer shall not be entitled to receive any notices until he has complied with Articles 35 and 151.

156. Notice of every General Meeting shall be given in some manner hereinbefore authorized to every Shareholder except those Shareholders who have not supplied to the Company an address in Ceylon for the giving of notices to them as required by Article 151. No other person shall be entitled to receive notices of General Meetings.

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 aforewritten Companies (Consolidation) Act and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

R. DOUGLAS FUGE, Dehiowita.

L. ARCHDALE, Dehiowita.

F. O. FRANCILLON, Colombo.

R. W. FOWKE, Colombo.

G. W. HODGSON, Colombo.

H. HOPWOOD, Colombo.

IAN W. AITKEN, Colombo.

Witness to all the above signatures at Colombo this 26th day of November, 1927 :

SYDNEY JULIUS,
Proctor, Supreme Court, Colombo.

Memorandum
MEMORANDUM OF ASSOCIATION OF THE NAGAHATENNE RUBBER COMPANY, LIMITED.

The name of the Company is "THE NAGAHATENNE RUBBER COMPANY, LIMITED."

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 Nagahatenne Estate, situate in the Elpitiya District.
- (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 in to 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 seeds, 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 interest 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 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 Ten thousand (10,000) shares of One hundred Rupees (Rs. 100) 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.
HERBERT BOIS, Colombo	One
W. H. SMALLWOOD, Colombo	One
W. G. BEAUCHAMP, Colombo	One
C. H. BOIS, Colombo	One
G. T. HALE, Colombo	One
C. H. S. BLATCH, Colombo	One
SYDNEY JULIUS, Colombo	One
Total shares taken	Seven

Witness to the above signatures, at Colombo, this 12th day of January, 1928 :

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

ARTICLES OF ASSOCIATION OF THE NAGAHATENNE 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 word "Company" means "The Nagahatenne Rubber Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 10,000 shares of One hundred Rupees (Rs. 100) 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 estate or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

BORROWING POWERS.

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

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

54. For the purpose of securing the repayment of any such money so borrowed or raised, or for any other purpose, 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.

72. Minutes of the proceedings of every General Meeting, whether Ordinary or Extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be signed as soon as practicable by the Chairman of the same meeting, or by the Chairman of the succeeding meeting, and the same when so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

83. The instrument appointing a proxy 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 Nagahatenne 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 _____.

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 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 Two hundred and 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.

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

88. The first Directors shall be Messrs. H. V. Hill, C. de H. Smith, and W. G. Beauchamp, 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.

89. 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.

90. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 91.

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

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

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

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

95. Any casual vacancy occurring in the number of Directors 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.

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

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

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

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

100. 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.

101. 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.

102. The office of Director shall be vacated :—

- (a) If he accepts or holds any office or place of profit other than Manager, Managing Director, Visiting Agent, Superintendent, Agent, or Secretary of the Company or Trustee for Debenture Holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 98.

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

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

104. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors subject to the provisions of Article No. 122 for such a period and no 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.

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.

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

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

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

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

110. 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.

111. 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 or 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.

112. 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.
113. A Director may at any time summon a meeting of Directors.
114. 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.
115. 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.
116. 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.
117. 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.
118. 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.
119. 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.
120. 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.
121. 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.

122. The firm of J. M. Robertson and Company shall be the first Agents and Secretaries of the Company.

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 at the registered office of the Company, 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 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.
127. 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.
128. 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.
129. 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.
130. 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.

131. 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.

132. 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.

133. 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.

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

135. 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.

136. 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.

137. 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.

138. 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.

139. 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.

140. 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.

141. Any General Meeting declaring a dividend may resolve that such dividend 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 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 certificate, 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.

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

143. 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.

144. 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.

145. 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.

146. 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.

147. 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.

148. 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.