



2/17/28.

# THE CEYLON GOVERNMENT GAZETTE

No. 7,630 -- FRIDAY, FEBRUARY 17, 1928.

*Published by Authority.*

## PART I.—GENERAL.

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

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

## PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

### A PROCLAMATION.

H. J. STANLEY.

**K** NOW 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. 75 of 1928.

**I**T is hereby notified that a despatch has been received from the SECRETARY OF STATE FOR THE COLONIES intimating that HIS MAJESTY THE KING has been pleased to give direction for the appointment of Mr. RICHARD LIONEL PEREIRA to be one of HIS MAJESTY'S Counsel for the Colony of Ceylon.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, February 17, 1928. Colonial Secretary.

No. 76 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to sanction the following appointments in the Survey Department, consequent on the leave granted to Mr. A. H. G. DAWSON, from February 15, 1928:—

Mr. C. R. LUNDIE to act as Surveyor-General.

Mr. G. K. THORNHILL to act as Deputy Surveyor-General.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, February 13, 1928. Colonial Secretary.

No. 77 of 1928.

**H**IS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments:—

Mr. E. O. C. VANDERGERT to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Negombo, and Superintendent of the Negombo Prison, during the absence of Mr. S. C. SANSONI, on February 15, 1928, or until the resumption of duties by that officer.

Mr. C. L. WICKREMASINGHE to act as Additional District Judge, Commissioner of Requests, and Police Magistrate and Municipal Magistrate, Galle, during the absence of Mr. C. E. DE PINTO, on February 16, 1928, or until the resumption of duties by that officer.

Mr. J. N. ARUMUGAM to be, in addition to his own duties, Additional District Judge, Puttalam, on February 22 and 23, 1928.

Mr. R. N. BOND to be, in addition to his own duties, Additional District Judge, Badulla, on February 21, 1928.

Mr. A. E. ASERAPPA to act as Commissioner of Requests and Police Magistrate, Negombo, during the absence of Mr. L. H. DE ALWIS, on February 15, 1928, or until the resumption of duties by that officer.

Mr. H. W. E. DIAS WANGASEKERE to act as Commissioner of Requests and Police Magistrate, Matale, and Commissioner of Requests and Police Magistrate, Dumbara, on February 17, 24, and 25, 1928, during the absence of Mr. E. H. R. TENISON, or until further orders.

Mr. J. A. COREA to act as Commissioner of Requests and Police Magistrate, Chilaw, and Additional District Judge, Chilaw, from February 10 to 12, 1928, inclusive, during the absence of Mr. J. N. ARUMUGAM, or until the resumption of duties by that officer.

Mr. C. V. M. PANDITHASEKERE to act as Commissioner of Requests and Police Magistrate, Chilaw, during the absence of Mr. J. N. ARUMUGAM, on February 22, 1928.

Mr. J. A. COREA to act as Commissioner of Requests and Police Magistrate, Chilaw, during the absence of Mr. J. N. ARUMUGAM, on February 23, 1928, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNE to act as Commissioner of Requests and Police Magistrate, Ratnapura, and Additional District Judge, Ratnapura, from February 16 to 18, 1928, inclusive, during the absence of Mr. W. SANSONI, or until the resumption of duties by that officer.

Mr. A. E. ASERAPPA to act as Police Magistrate, Negombo, during the absence of Mr. L. H. DE ALWIS, on February 12, 1928.

Mr. D. B. SENEVIRATNE to be, in addition to his own duties, Additional Police Magistrate, Gampaha, on February 20, 1928.

Mr. M. A. PERERA to be Additional Police Magistrate, Kandy, on February 18, 1928.

**Mr. T. C. THARMALINGAM** to be Additional Police Magistrate, Batticaloa, from February 19 to 25, 1928, inclusive.

**Mr. R. S. TENNEKON** to act at Dandagamuwa as Additional Police Magistrate for the judicial division of Kurunegala on February 11, 1928, during the absence of **Mr. D. C. R. GOONEWARDENA**.

**Mr. WACE DE NIESE** to be a Member of the Railway Advisory Board for a period of three years from January 1, 1928.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, February 15, 1928. Colonial Secretary.

No. 78 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to make the following appointment in the Ceylon Planters' Rifle Corps to fill existing vacancy:—

To be *Second Lieutenant*.

Sergeant **PHILIP AUBREY CORNISH**.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, February 15, 1928. Colonial Secretary.

No. 79 of 1928.

It is hereby notified that **Mr. T. W. HOCKLEY**, having returned from leave, resumed duties as Consul of Portugal, at Colombo, on February 7, 1928.

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

No. 80 of 1928.

It is hereby notified that **Mr. T. W. HOCKLEY**, having returned from leave, resumed duties as Vice-Consul of Spain, at Colombo, on February 7, 1928.

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

No. 81 of 1928.

**HEADS** of Departments are hereby authorized to accept the signature of **Mr. J. S. NICHOLAS**, Assistant Superintendent of Excise, for and on behalf of the Excise Commissioner and the Deputy Commissioner of Excise.

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

No. 82 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under the provisions of section 2 (1) of Ordinance No. 22 of 1927, to appoint the Hon. **Mr. A. F. MOLAMURE** to be a Member of the Rubber Restriction Board.

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

No. 83 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. V. S. DE S. WIKREMANAYAKE** to be an Additional Member of the District Road Committee, Hambantota, for the years 1928, 1929, and 1930.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, February 15, 1928. Colonial Secretary.

No. 84 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under the proviso to section 23 of Ordinance No. 10 of 1861, to appoint Messrs. **G. C. S. COREA** and **A. E. MADAWELA** to be Additional Members of the District Road Committees, Chilaw and Puttalam, respectively, for the years 1928, 1929, and 1930.

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

No. 85 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. A. H. E. MOLAMURE** and **Mr. D. M. BERRY** to be additional Members of the District Road Committee, Ratnapura, for the years 1928, 1929, and 1930.

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

No. 86 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint, under the provisions of Chapter XXVI. of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 31 of 1919, **Mr. B. N. TALDENE**, President, Village Tribunals, Wannu hatpattu, and **Mr. W. J. JAYAWICKREME** to be Probation Officers for the Judicial District of Kurunegala for the period of thirteen months from this day.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, February 15, 1928. Colonial Secretary.

No. 87 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint **Mr. A. KANAPATHIPILLAI** to be, in addition to his present duties, Inquirer for the Chief Headman's division of Vadamaradchy.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, February 2, 1928. Colonial Secretary.

## No. 88 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. **ABEYSINGHE BANDARA GALAGODA** to be an Inquirer for the Wellassa division, in the Province of Uva, *vice* Mr. T. B. BAKINIGAHAWELA.

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

## No. 89 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. **ISIPPU LEBBE ABDUL RAHMAN LEBBE** to be an Inquirer for Meda pattu in Tamankaduwa district, North-Central Province, for

six months from February 1, 1928, or until further orders, *vice* **AVALADI UDAIYAR KUPPATAMBY**, Udayar, on leave.

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

## No. 90 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. **HENRY PERCY ANTHONISZ** of Millside, Mount Lavinia, to be a Notary Public throughout the judicial division of Avissawella, and to practise as such in the English language.

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

## APPOINTMENTS, &amp;c., OF REGISTRARS.

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

Mr. **MERENNAGE CHARLES FERNANDO** to be Registrar of Lands of the Nuwara Eliya District, with effect from February 15, 1928, *vice* Mr. D. GURUSINGHE, transferred.

Mr. **RICHARD MONTAGU GYBBON MONYPENNY** as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Badulla District of the Province of Uva, with effect from February 13, 1928, *vice* Mr. **EDWIN RICHARD DE ALWIS SAMARAKOON**, transferred. His office will be at the Kachcheri, Badulla.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, February 11, 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. **VRASPILLAI** to act as Registrar of Lands, Mannar, on February 13, 1928, during the absence of the Registrar, Mr. S. VRASPILLAI, on leave.

Mr. **WALTER DANIEL MIGEL PERERA** to act as Registrar of Lands, Kurunegala, for four days from February 6, 1928, during the absence of the Registrar, Mr. E. DE S. GUNAWARDANE, on leave.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, February 13, 1928. Registrar-General.

**IT** is hereby notified that I have appointed **MERENNAGE CHARLES FERNANDO** to be Registrar of Marriages (Kandy and General) of Nuwara Eliya town and Gravets division, in the Nuwara Eliya District of the Central Province, with effect from February 12, 1928, *vice* **DANIEL GURUSINGHE**, transferred. His office will be at the Assistant Provincial Registrar's Office, Nuwara Eliya.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, February 8, 1928. Registrar-General.

**IT** is hereby notified that I have appointed **DANIEL WALTON** as Registrar of Marriages (General) of Jaffna division, in the Jaffna District of the Northern Province, with effect from March 1, 1928, *vice* **CHINNAPPAR SABA-VANAMUTTU**, transferred. His office will be at the Jaffna Kachcheri.

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

**IT** is hereby notified that I have appointed **ALVARPILLAI SUBRAMANIAM** to act as Additional Deputy Medical Registrar of Births and Deaths of Anuradhapura town

division, in the Anuradhapura District of the North-Central Province, for fourteen days, with effect from February 9, 1928, *vice* Registrar, E. L. W. DE SILVA, on leave. His office will be at the Civil Hospital, Anuradhapura.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, February 9, 1928. Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed **DON ELIES WIJEMANNE** to act as Registrar of Births and Deaths of Etulkotte division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for twelve days from January 28, 1928, during the absence of the Registrar, **CHARLES PETER DE PINTO**, on leave. His office will be at Maragahawatta in Nugegoda.

The Additional Assistant Provincial Registrar, Colombo, has appointed **TANAWEERA-ACHCHIGE DON SIMON** to act as Registrar of Births and Deaths of Mattegoda division, and of Marriages (General) of Udugaha pattu of Salpiti korale division, in the Colombo District of the Western Province, for twelve days from February 1, 1928, during the absence of the Registrar, **WELIWATTAGE AGONIS PERERA DASANAYAKA**, on leave. His office will be at Mattegodawatta in Mattegoda.

The Additional Assistant Provincial Registrar, Colombo, has appointed **DON THOMAS RUPASINHA** to act as Registrar of Births and Deaths of Degambola division, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, on February 1, 1928, during the absence of the Registrar, **JOSEPH PIERIS WICKRAMARATNE**, on leave. His office will be at Millagahawatta in Kospitiyana.

The Additional Assistant Provincial Registrar, Colombo, has appointed **SUDASINGE DON ARNOLIS SUDASINGHA** to act as Registrar of Births and Deaths of Aturugiriya division, and of Marriages (General) of Palle pattu of Hewagam korale division, in the Colombo District of the Western Province, for thirty days from February 1, 1928, during the absence of the Registrar, **JASINGHE DON TEGISJAYASINGHA**, on leave. His office will be at Meegahawatta in Dedigomuwa and additional office at Etambagahawatta in Habarakada.

The Additional Assistant Provincial Registrar, Colombo District, has appointed **EDMUND ARTHUR JAYASEKERA** to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, on February 4, 1928, during the absence of the Registrar,

PIYADASA DHARMASIRI RATNATUNGA, on leave. His office will be at the Registrar-General's Office, Colombo.

The Additional Assistant Provincial Registrar, Kalutara, has appointed PETIKIRIARACHCHIGE HENRY PETER GUNATILLEKE to act as Registrar of Births and Deaths of Kumbuke division, and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, on January 12, 1928, during the absence of the Registrar, DON JUWANIS BASNAYAKE, on leave. His office will be at Wattagewatta in Palannoruwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON BRUMPY WEERAKOON to act as Registrar of Births and Deaths of Paiyagala and Maggonbadda division, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, on February 10, 1928, during the absence of the Registrar, DON ARON SENEVIRATNE GUNATILLEKE, on leave. His office will be at Thalapatandanewatta in Maha Paiyagala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed BELLANAWITANAGE DON DIYONIS JAYAWARDANE to act as Registrar of Births and Deaths of Bellana division, and of Marriages (General) of Maha pattu north division, in the Kalutara District of the Western Province, on February 10, 1928, during the absence of the Registrar, GANEGE DON CHARLES, on leave. His office will be at Galgodayawatta in Bellana.

The Additional Assistant Provincial Registrar, Kandy, has appointed DHARMADASA ARYAPALA KULATUNGA to act as Registrar of Marriages (General) of Uda Bulatgama No. 1 Division, in the Kandy District of the Central Province, for seven days from February 8, 1928, during the absence of the Registrar, DON DAVID ABAYAGOONWARDENA, on leave. His office will be at No. 29, the City Drug Stores, Ambagamuwa road, Nawalapitiya.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MERENNAGE CHARLES FERNANDO to act as Registrar of Marriages (General) of Nuwara Eliya town and Gravets division, in the Nuwara Eliya District of the Central Province, for ten days from February 2, 1928, during the absence of the Registrar, DANIEL GURUSINGHE, transferred. His office will be at the Assistant Provincial Registrar's Office, Nuwara Eliya.

The Additional Assistant Provincial Registrar, Matale, has appointed KAHANDA KULATUNGA MUDIYANSE RALAHAMILLAGE PURIJJALA IHALAWALAWWE LOKU BANDA PURIJJALA to act as Registrar of Births and Deaths of Kohonsiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for three days from February 9, 1928, during the absence of the Registrar, RANPANHINDA DIWAKARA ALAHAKOON MUDIYANSELAGE NIYAREPOLA WALAWWE MEDDUMA BANDA, on leave. His office will be at Nikawellewalawwa in Udupihilla.

The Additional Assistant Provincial Registrar, Matale, has appointed WIKRAMASINHA NAVARATNA ABAYAKON PANDITA WAHALA MUDIYANSELAGE SENEVIRATNA BANDARA HAPUGODA to act as Registrar of Births and Deaths of Gampahasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for fifteen days from February 10, 1928, during the absence of the Registrar, HARMANA DASANAYAKA WASALA BANDARA AMUNUGAMA WIJAYARATNE RAJANAYAKA WALAWWE MUTU BANDA DORAKUMBURE, on leave. His office will be at Dissawewalawwewatta in Dorakumbura; station: Ihalagedarawatta in Talagasyaya.

The Additional Assistant Provincial Registrar, Matale, has appointed IHALAWALAWWE TIKIRI BANDA to act as Registrar of Births and Deaths of Gangala Pallesiya pattu division, and of Marriages (General) of Matale East division, in the Matale District of the Central Province, for fourteen days from February 16, 1928, during the absence of the Registrar, DAWUNDAWICKRAMA RAJAPAKSHA WASALA MUNASINHA MUDIYANSELAGE LOKU BANDA SENEVIRATNA, on leave. His office will be at Ihalawalawwewatta in Galboda.

The Additional Assistant Provincial Registrar, Galle, has appointed DODAMPEGAMAGE DON DINES DE SILVA to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division,

in the Galle District of the Southern Province, for thirty days from February 1, 1928, *vice* WITANAWASAN JEERIS DE SILVA, suspended. His office will be at Talagahawatta in Tellambura.

The Additional Assistant Provincial Registrar, Galle, has appointed DHARMACHANDRA 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 two days from February 9, 1928, during the absence of the Registrar, JACOVIS WICKRAMASINGHE, on leave. His office will be at Mudillagahawatta in Malalagama.

The Additional Assistant Provincial Registrar, Galle, has appointed BAMMANNEARACHCHIGE HENDRICK DIAS GUNASEKERA to act as Registrar of Births and Deaths of Kodagoda division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on February 9, 1928, during the absence of the Registrar, DON HENDRICK DIAS YAPA ABAYAGUNAWARDENA, on leave. His office will be at Dangedarawatta *alias* Witanagewatta at Kodagoda.

The Additional Assistant Provincial Registrar, Galle, has appointed NANAYAKKARAWASAN PALLEGE LEIRIS WIJESKERA 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, for two days from February 10, 1928, during the absence of the Registrar, WELIGAMA PALLIYEGURUGE 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 WALIMUNI CORNELIS MENDIS ABESKERA to act as Registrar of Births and Deaths of Kosgoda division, and of Marriages (General) of Bentota Walallawiti korale division, in the Galle District of the Southern Province, for five days from February 11, 1928, during the absence of the Registrar, AGAMPODI DON ASANERIS DE ZOYSA JAYATILAKA, on leave. His office will be at Kammalawatta in Nape.

The Additional Assistant Provincial Registrar, Galle, has appointed CHARLES DIAS WICKRAMANAYAKA KARUNARATNE to act as Registrar of Births and Deaths of Habarakada division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for five days from February 13, 1928, during the absence of the Registrar, HENDRICK DIAS WICKRAMANAYAKA KARUNARATNE, on leave. His office will be at Maligatennewatta at Tawalama.

The Assistant Provincial Registrar, Matara, has appointed DON HENDRICK SEPARAMADU PINDIYA to act as Registrar of Births and Deaths of Matara Four Gravets, No. 2 Division, and of Marriages (General) of Matara town and Gravets division, in the Matara District of the Southern Province, for four days from February 3, 1928, during the absence of the Registrar, ABRAHAM DE SILVA WIRASINGHA, on leave. His offices will be at Gasyatawatta *alias* Gabadagewatta in Tudawa and Barandigewatta in Gandaragoda.

The Assistant Provincial Registrar, Matara, has appointed DON CHARLES WIJESIRIWARDENA SAMARASINGHE to act as Registrar of Births and Deaths of Hakmana division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, on February 10, 1928, during the absence of the Registrar, DON DAVITH WIJESIRIWARDENA SAMARASINGHE, on leave. His office will be at Ilanganwatta in Beruwewela.

The Assistant Provincial Registrar, Matara, has appointed DON ANDRAYAS JAYASUNDERA to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for two days from February 10, 1928, during the absence of the Registrar, DON SAMEL SEDARA SENARAT, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON DAVIT WICKRAMASEKERA RAJAPAKSE to act as Registrar of Births and Deaths of Tangalla outside the town 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, WICKRAMA ARACHCHIGE CHARLIS on leave. His office will be at Parewatta in Polommaruwa.

The Assistant Provincial Registrar, Hambantota, has appointed MANIKKU BADATURUGE SIMON SILVA to act as Registrar of Births and Deaths of Tihawa division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for twenty-eight days from February 6, 1928, during the absence of the Registrar, ANDRAYAS DE SILVA WICKRAMANAYAKE, on sick leave. His office will be at Viharagodella in Tihawa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS DIAS RATNATUNGA to act as Registrar of Births and Deaths of Kahawatta Lower division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for five days from February 6, 1928, during the absence of the Registrar, GRIGORIS DIAS RATNATUNGA, on leave. His office will be at Udumulla-addarawatta in Aranwela; additional office: Ambagahahena in Kudahilla.

The Assistant Provincial Registrar, Hambantota, has appointed DON TEGRIS EDIRISINA JAYASURIYA to act as Registrar of Births and Deaths of Medawalakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for thirty days from February 8, 1928, *vice* Registrar, DON DIONIS MUTUMALA JAYASURIYA, suspended. His office will be at Dineshamilokulamayapadinchiwahitiyawatta at Pallemalala.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NIKULAS RAJAPAKSE to act as Registrar of Births and Deaths of Marakada Upper division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for twenty-one days from February 9, 1928, during the absence of the Registrar, DON DIONIS RAJAPAKSE, on sick leave. His office will be at Godawanewatta in Buddiyagama.

The Additional Assistant Provincial Registrar, Hambantota, has appointed LIYANA PATIRANAGE DON KAROLIS to act as Registrar of Births and Deaths of Julampitiya division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for seven days from February 12, 1928, during the absence of the Registrar, KODIKARAGE DON PENERIS, on sick leave. His office will be at Masmorugahawatta in Hillegeayina.

The Provincial Registrar, Jaffna, has appointed JOHN CHELLAPPAH to act as Registrar of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province for twenty-one days from December 21, 1927, during the absence of the Registrar, VAYIRA MUTTU MUTTUKUMARU, on leave. His office will be at Sarvely in Inuvil.

The Assistant Provincial Registrar, Jaffna, has appointed TAMPIPPILLAI NAGALINGAM to act as Registrar of Births and Deaths of Manippay division, in the Jaffna District of the Northern Province, for thirty days from February 10, 1928, during the absence of the Registrar, SANMUGAM TRUVILANGAM, on leave. His office will be at Paddappulo in Manippay; station: Green Hospital in Manippay on Thursdays.

The Assistant Provincial Registrar, Mannar, has appointed VAYIRAMUTTU VELAYUTHAPILLAI to act as Registrar of Births and Deaths of Iluppaikadavai division, and of Marriages (General) of Mantai division, in the Mannar District of the Northern Province, for seven days from February 8, 1928, during the absence of the Registrar, IYAMPILLAI VINASITTAMBY, on leave. His office will be at the Udaiyarvalavu in Kannaddi.

The Assistant Provincial Registrar, Mullaitivu, has appointed TAMPAYIA PONNAYIA to act as Registrar of Births and Deaths of Naducheedikulam division, in the Mullaitivu District of the Northern Province, for thirty days from February 3, 1928, during the absence of the Registrar, KARTIKESU NAKAMANY, suspended. His office will be at the Vidhan's house, Rasentirankulam.

The Assistant Provincial Registrar, Mullaitivu, has appointed TIYAKAR NAKAMANY to act as Registrar of

Births and Deaths of Kilakkumulai South division, in the Mullaitivu District of the Northern Province, for thirty days from February 3, 1928, during the absence of the Registrar, TAMU UDIYAE CHELLIAH, suspended. His office will be at the Vidhan's house, Vavuniya.

The Assistant Provincial Registrar, Mullaitivu, has appointed JAMES KANAGIAH CHINNAYIA to act as Registrar of Marriages (General) of Maritime pattu division, in the Mullaitivu District of the Northern Province, for seven days from February 3, 1928, during the absence of the Registrar, APPAPILLAI KANAGASABAPATHY, on leave. His office will be at the Assistant Provincial Registrar's Office, Mullaitivu.

The Assistant Provincial Registrar, Batticaloa, has appointed NAKAPPEE KANAPATHIPILLAI to act as Registrar of Births and Deaths of Akkarai pattu east No. 2B Division, and of Marriages (General) of Akkarai pattu division, in the Batticaloa District of the Eastern Province, for five days from February 1, 1928, during the absence of the Registrar, VYKALIAR JOSEPH KUNJITAMBY, on leave. His office will be at Tirukovil.

The Assistant Provincial Registrar, Batticaloa District, has appointed RICHARD NOEL NESARATNAM NILES to act as Registrar of Marriages (General) of Mannunai pattu north division, in the Batticaloa District of the Eastern Province, for thirty days from February 1, 1928, *vice* the Registrar, S. G. THAMBIRAJAH, transferred. His office will be at the Provincial Registrar's Office, Batticaloa; station: Puliyanativu.

The Assistant Provincial Registrar, Batticaloa District, has appointed KANAPATHIPILLAI NALLATHAMBY to act as Registrar of Marriages (General) of Sammanturai pattu division, in the Batticaloa District of the Eastern Province, for thirty days from February 7, 1928, *vice* N. KAMANTIPILLAI UDAYAR THAMBINATHAPILLAI, resigned. His office will be at Sammanturai.

The Assistant Provincial Registrar, Trincomalee, has appointed IRAMANATHAPILLAI SABAPATHYPILLAI to act as Registrar of Births and Deaths of Tanglegam West division, and of Marriages (General) of Tanglegam pattu division, in the Trincomalee District of the Eastern Province, for fifteen days from February 11, 1928, during the absence of the Registrar, SUBRAMANIAM KALIAPPU, on leave. His office will be at Paddimedu.

The Provincial Registrar, Kurunegala, has appointed RATNAYAKE MUDIANSSELAGE LOKU BANDA to act as Registrar of Births and Deaths of Madure korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for nine days from February 4, 1928, during the absence of the Registrar, SRI NARAYANA RATNAYAKE HERAT MUDIANSSELAGE RAN BANDA MALMIWALA, on leave. His office will be at Malmiwala.

The Provincial Registrar, Kurunegala, has appointed RATNAYAKE MUDIANSSELAGE HERAT HANY RATNAYAKE to act as Registrar of Births and Deaths of Kudagalboda korale division, and of Marriages (General) of Weudawili hatpattu division, in the Kurunegala District of the North-Western Province, for five days from February 7, 1928, during the absence of the Registrar, RATNAYAKE MUDIANSSELAGE PUNCHI BANDA, on leave. His office will be at Welagane.

The Provincial Registrar, Kurunegala, has appointed KARUNANAYAKE MUDIANSSELAGE UKKU BANDA to act as Registrar of Births and Deaths of Giratalane korale division, and of Marriages (General) of Dewameddi hatpattu division, in the Kurunegala District of the North-Western Province, on February 13, 1928, during the absence of the Registrar, GALADENIPATIRANNEHELAGE JAYATUHAMY, on leave. His office will be at Diwulwewa.

The Assistant Provincial Registrar, Badulla, has appointed ATTANAYAKAMUDIANSSELAGE SUDU BANDA ATTANAYAKA to act as Registrar of Births and Deaths of Wegam pattu division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for eight days from February 3, 1928, during the absence of the Registrar, ATTANAYAKAMUDIANSSELAGE PUNCHIBANDA KOTAGAMA. His office will be at Watawanewatta in Kotagama.

The Provincial Registrar, Ratnapura, has appointed WEERASEKARA MUDIYANSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Imbulpe division, and of Marriages (General) of Kadawata korale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from February 4, 1928, during the absence of the Registrar, ATTANAYAKA MUKAWETI SAHABANDU MUDIYANSELAGE PUNCHIMAHATMAYA, on leave. His office will be at Pallewatta in Alutnuwara.

The Provincial Registrar, Ratnapura, has appointed WICKRAMAPATIRAGE RATRANHAMY to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Kukulukorale division, in the Ratnapura District of the Province of Sabaragamuwa, for three days from February 9, 1928, during the absence of the Registrar, CHARLES PETER DELGODA, on leave. His office will be at Pinnagodawatta in Kukulegama.

The Assistant Provincial Registrar, Kegalla, has appointed HERAT MUDIYANSELAGE BANDARA APPOO to act as Registrar of Births and Deaths of Kitulgala palata

division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for four days from February 8, 1928, during the absence of the Registrar, WIJESINHA MALAPATIRANNEHELAGE UWANERIS WIJESINHA, on leave. His office will be at Udahawatta in Polatagama.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, February 13, 1928. Registrar-General.

IT is hereby notified that KURUKULASURIYA CHARLES MARCELINO LEITAN, Registrar of Marriages (General) of Local Board town and Gravets of Negombo division, in the Colombo District of the Western Province, holds, with effect from February 1, 1928, his office at No. 34, Denzil road, Negombo, instead of at No. 20, St. Joseph's street, Negombo (as notified in the *Government Gazette* No. 7,518 of March 26, 1926).

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, February 9, 1928. Registrar-General.

## GOVERNMENT NOTIFICATIONS.

G 122/28

APPLICATIONS on form General 187 (F2) from officers in Class II. of the Clerical Service for transfer to the post of Chief Clerk and Interpreter, Police Court Panwila, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before February 27, 1928.

The applicants should know Court work, and should also be able to interpret in both Sinhalese and Tamil.

Colonial Secretary's Office,  
Colombo, February 14, 1928.

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

### "THE GAME PROTECTION ORDINANCE, 1909."

O 7/28

THE following decision of the Annual General Meeting of the Fishing Club respecting the close season for trout, and approved by His Excellency the Governor in Executive Council, is hereby notified for general information, in terms of rule 7 (a) of the rules of the Ceylon Fishing Club appearing in the *Government Gazettes* of July 31, 1914, and January 30, 1920.

Colonial Secretary's Office,  
Colombo, February 14, 1928.

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

#### DECISION REFERRED TO.

No. 7 of December 17, 1927—Resolved that the Open and Close Seasons be fixed as follows:—

##### Open Season.

The Nanu-oya from Ritnageria Falls to the falls on the Nanu-oya-Palmerston boundary .. .. .	January 1, 1928, to October 31, 1928
The Kotmale-ganga from the junction of streams at Henfold to Talawakele ..	January 1, 1928, to October 31, 1928
The Agra-oya from Fankerton bridge to Henfold bridge .. .. .	January 1, 1928, to October 31, 1928
Lake Gregory .. .. .	January 1, 1928, to October 31, 1928
Hawa Eliya lake .. .. .	January 1, 1928, to October 31, 1928
All other waters .. .. .	May 1, 1928, to October 31, 1928, with the exception of the Nuwara Eliya stream which shall be closed on October 10, 1928

##### Close Season.

The Nanu-oya from Ritnageria Falls to the falls on the Nanu-oya-Palmerston boundary .. .. .	November 1, 1928, to December 31, 1928
The Kotmale-ganga from the junction of streams at Henfold to Talawakele ..	November 1, 1928, to December 31, 1928
The Agra-oya from Fankerton bridge to Henfold bridge .. .. .	November 1, 1928, to December 31, 1928
Lake Gregory .. .. .	November 1, 1928, to December 31, 1928
Hawa Eliya lake .. .. .	November 1, 1928, to December 31, 1928
All other waters .. .. .	November 1, 1928, to April 30, 1929, except in the case of the Nuwara Eliya stream which shall be closed from October 11, 1928, to April 30, 1929

## "THE CEYLON TELEGRAPH ORDINANCE, 1908."

P 250/27

**R**ULE made by His Excellency the Governor in Executive Council, under section 7 of "The Ceylon Telegraph Ordinance, 1908."

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

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

## RULE.

Rule 1 of the rules made under "The Ceylon Telegraph Ordinance, 1908," and published by Notification dated November 28, 1917, in the *Government Gazette* No. 6,913 of November 30, 1917, is hereby revoked and the following substituted therefor:—

1. Persons connected by telephone with a Postal-Telegraph Office may transmit by telephone to such office messages intended to be further transmitted by telegraph, or, where practicable, to be delivered from such office to the respective destinations as telegrams, provided such persons pay the usual cost of such telegrams. No additional charge will be made for this service.

*Exception.*—Deferred foreign telegrams, which require a special certificate from the sender, cannot be accepted by telephone.

## "THE CEYLON SAVINGS BANK ORDINANCE, 1859."

F 33/28

**R**ULE made by the Board of Directors and approved of by His Excellency the Governor, with the advice and consent of the Executive Council, in terms of section 14 of "The Ceylon Savings Bank Ordinance, 1859."

Colonial Secretary's Office,  
Colombo, February 14, 1928.

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

## RULE REFERRED TO.

For rule 8 of rules published by Notification dated October 13, 1895, and appearing in *Government Gazette* No. 5,376 of October 18, 1895, as set out in the Notification dated September 27, 1899, appearing in *Government Gazette* No. 5,649 of September 29, 1899, and as amended by Notification dated September 6, 1923, appearing in *Government Gazette* No. 7,348 of September 7, 1923, the following rule shall be substituted:—

8.

Deposits can only be repaid to the depositor himself or to his duly constituted attorney, or to the bearer of an order from such depositor or attorney together with the withdrawal form duly signed and witnessed by a Justice of the Peace, a Public Notary, a Manager of a Bank, Clergyman or Minister of the Christian religion, a qualified Medical Officer, Superintendent of an estate of an acreage of 200 acres or over, or Government Officer or Pensioner drawing not less than Rs. 1,500 per annum. The depositor's book must also be forwarded for the withdrawal to be recorded and initialled by the Accountant and the Shraff.

## Notification under Land Sale Regulations Nos. 59 and 60.

L 1096/27

**I**N pursuance of Land Sale Regulations Nos. 59 and 60, notice is hereby given that application has been made by Sugadapuri Swamy, Trustee of Theivaneiamma temple, Kataragama, for the preferential sale of the land called Sellakataragamakella, situated in Kataragama village, Buttala korale of Buttala division, in the Badulla District of the Province of Uva, and described as lots 1v and 1w in final topo preliminary plan No. 25, in extent 1 rood 17 perches and 1 rood 34 perches, respectively. Of these two lots, lot 1v contains a Puja kovil, a permanent building, and lot 1w a masonry madam. The applicant claims the land on Deed of Trust No. 2,317 of March 9, 1898. In view of the above facts, the said lots will be sold at the upset price of Rs. 30 per acre to the said applicant in trust for Theivaneiamma temple, without competition, unless valid reasons to the contrary are adduced to the satisfaction of His Excellency the Governor within six weeks from the date hereof.

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

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

N 32/28

**H**IS Excellency the Governor has been pleased, in terms of the regulations published in the *Gazette* of November 23, 1923, to grant the Colonial Auxiliary Forces Long Service Medal to Rifleman Lewis Beaufoy Green of the Ceylon Planters' Rifle Corps.

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

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

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

U 282/27

**I**T is hereby notified that His Excellency the Governor in Executive Council has been pleased to order that regulation No. 89 of the regulations made under section 4 of "The Quarantine and Prevention of Diseases Ordinance, 1897," and published in *Government Gazette* No. 7,481 of August 28, 1925, shall apply within the Urban area of the Matale Urban District Council as and from the date hereof.

Colonial Secretary's Office,  
Colombo, February 14, 1928.

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



## THE RABIES ORDINANCE, No. 7 OF 1893.

U 15/28

**R**EGULATIONS 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.

## Code for Assisted Vernacular and Anglo-Vernacular Schools.

E 303/27

**T**HE 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 merits 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 LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

U 18/28

**BY-LAWS** made by the Panadura 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).

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

By His Excellency's command,  
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 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 4 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 Gandeke korale division No. 6, and Gomatolmada; east, Bulatwatte-oya, Hulu-ganga, Teldeniya town, and Pata Dumbara Palispattu East division No. 5; south, Degantuduwawa; 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, Kudadeniya in Henagehuwala, Hulu-ganga, and Wewegama; west, culvert No. 137 immediately beyond 15½ milestone on Public Work Department Kandy road and Teldeniya village.

K 126

**I** W. J. L. ROGERSON, Assistant Government Agent for the District of Matale, by virtue of the powers vested in me by section 24 of Ordinance No. 33 of 1916, do hereby order, with the approval of His Excellency the Governor, that the annual stamp duty leviable in respect of licences issued to cultivators of Wagapanaha Udasipa pattu and Kandapalla korale of Matale North, in Matale District, for the possession and use of single-barrel muzzle-loading guns for the purpose of safeguarding crops shall be Cents Fifty per year from 1929, until further orders.

The Kachcheri,  
Matale, February 16, 1928.

W. J. L. ROGERSON,  
Assistant Government Agent.

## NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1927.

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 Diets, — Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on April 3, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Director of Medical and Sanitary Services, and no tender will be considered unless it is on the recognized form. Alterations must be initialed, 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 at any 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 after he has tendered, or fail to furnish the approved security, within ten days of receiving notice in writing of the acceptance of the tender, 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 to the contract. No deposits for tender forms will be accepted at the Office of the Director of Medical and Sanitary Services.

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; also to furnish with each tender a letter in duplicate signed by two responsible persons, whose addresses must be given, engaging to become an additional security for the due performance of the contract. The amount deposited for tender forms will form part of the security.

9. Contracts may not be assigned, sublet, or otherwise transferred without the previous written sanction of the Director of Medical and Sanitary Services. Sanction will not be given for any transfers, including powers of attorney in favour of persons in the defaulting contractors' list. No defaulting contractor should be employed on any service connected with the contracts or the tenders.

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 or the whole of it for an year or any portion thereof.

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

13. 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.

14. Any further information can be obtained on application to the Director of Medical and Sanitary Services, Colombo.

J. F. E. BRIDGER,

Director of Medical and Sanitary Services.  
Colombo, February 13, 1928.

## Schedule referred to.

Service.	Tender Deposit.		Security.	
	Rs.		Rs.	
Supply of provisions, without milk, uncooked, to the following institutions:—				
Borella Female and Police Hospitals	200	..	400	
General Hospital, Paying Section	500	..	1,000	
General Hospital, Non-paying Section	1,000	..	2,000	
Angoda Infectious Diseases Hospital	250	..	500	
Lady Havelock and Lady Ridgeway Hospitals	500	..	1,000	
Leper Asylum, Hendela	500	..	1,000	
Lunatic Asylum, Angoda	1,000	..	2,000	
De Soysa Lying-in Home	200	..	400	
Victoria Memorial Eye Hospital	200	..	400	
Supply of provisions, cooked, without milk, to:—				
Pasteur Institute, Borella	50	..	100	

TENDERS are hereby invited for the sole rights of displaying commercial advertisements in the following postal publications for a period commencing with the dates noted against each publication and ending on December 31, 1932:—

- "Post Office Guide," 1929: Number of copies printed in 1926, 1927, and 1928 issues were 1,450, 1,600, and 1,800, respectively.
- "Post Office Daily List" from April 1, 1928.
- "Telephone Directory" from April, 1928, issue—the Directory is issued in April and October of each year. 10,500, 12,100, and 13,200 copies were printed in 1925, 1926, and 1927, respectively.
- Stamp booklets from April 1, 1928—about 25,000 copies are sold per annum.
- "Numerical List of Telephone Subscribers" from April, 1928, issue—the numbers are the same as for the "Telephone Directory."
- "Post Office Monthly Mail Notice" from April, 1928—the average number per mensem is 800.

2. Tenders may be for each item separately, for more than one, or for all of the items (a) to (f), and should be enclosed in covers superscribed "Tenders for displaying Commercial Advertisements in Postal Publications" on the left hand top corner, and should be forwarded to reach the Postmaster-General not later than 11 a.m. on March 2, 1928.

3. The successful tenderers may be required to enter into agreement with the Postmaster-General and to furnish security for the due fulfilment of the terms of the contract.

4. The Postmaster-General reserves to himself the right, without question, of rejecting any or all of the tenders, and the right of accepting any portion of a tender.

5. No advertisements relating to alcoholic liquors and no advertisements which in the opinion of the Postmaster-General is in any way unsuitable will be accepted. All advertisements and illustrations shall be subject to the approval of the Postmaster-General, who reserves to himself the right of rejecting any advertisement without question.

6. Remittances in payment of the amounts of the tenders should be made within the periods to be prescribed by the Postmaster-General.

7. The successful tenderers should send all advertisements and blocks for illustrations within such times as the Postmaster-General may prescribe.

8. The following are the particulars of spaces available for advertisements in the publications above mentioned:—

- Item (a) About  $\frac{1}{2}$  of front cover, back cover, 26 pages interspersed in the Guide, and  $\frac{1}{4}$  of bound edge. Also the top, front, and bottom edges of the Guide for advertisements to be impressed with rubber stamps.

- (b) About  $\frac{3}{4}$  of the front page, all of page 3, and  $2\frac{1}{2}$  inches each on pages 2 and 4 of the Daily List to be of foolscap size.
- (c) About  $\frac{3}{4}$  of front cover, back cover, 44 pages interspersed in the Directory, and 1 inch space at top and bottom of every page containing names of subscribers (this inch space should include a one line departmental injunction completely enclosed within lines as in the British Directory and the bound edge of the Directory—also a tag containing the advertiser's own matter.
- (d) Back cover and 6 pages measuring 3 inches by  $2\frac{1}{2}$  inches inside the booklet, with one change in every 5,000 booklets.
- (e) About  $\frac{3}{4}$  of front cover, back cover, 10 pages inside, and 2 inches space at top and bottom of every page, also a tag similar to that in the Directory.
- (f) Space about 1 inch by 17 inches at bottom of the sheet.

February 13, 1928.

M. S. SRESHTA,  
Postmaster-General.

**S**CHEDULE of rates are hereby invited for additions and improvements to Government Veterinary Surgeon's Office, Colombo.

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

3. The plans, specifications, bills of quantities, and form of monthly agreement can be seen and, all other information obtained from the Office of the District Engineer, Buildings, Colombo, between the hours of 9.30 A.M. and 4.30 P.M. any week day (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, Buildings, Colombo, in duplicate duly signed and dated, 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, endorsed on the outside "Schedule of Rates for Additions and Improvements to Government Veterinary Surgeon's Office, Colombo," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, February 24, 1928.

5. Any alteration made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialed 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 15, 1928.

**S**CHEDULE of rates are hereby invited for additions and improvements to the Lunatic Asylum, Angoda.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate duly signed and dated, 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, endorsed on the outside "Schedule of Rates for Additions and Improvements to Lunatic Asylum, Angoda," so as to reach the offices of the foregoing officers on or before 12 noon on Wednesday, February 29, 1928.

5. Any alteration made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialed 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 15, 1928.

**S**CHEDULES of rates are hereby invited for the soil drainage and water supply at the New Noisy Ward, Angoda Lunatic Asylum.

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

3. 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.).

4. 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 "Schedule of Rates for Noisy Ward, Angoda," so as to reach that officer on or before 12 noon on Monday, February 27, 1928. The schedule to include alternative rates in respect of items necessitating the use of imported articles.

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

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

7. 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 16, 1928.

**S**CHEDULES of rate are hereby invited for additions and improvements to Land Registry, Kalutara.

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

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

4. Schedules of rates must be submitted, in duplicate on forms to be obtained from the District Engineer, Kalutara, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate addressed to the District Engineer, Kalutara, endorsed on the outside "Schedules of Rates for Additions and Improvements to Land Registry, Kalutara," so as to reach the offices of the foregoing officers on or before 12 noon on March 3, 1928.

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

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

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

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

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

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

Public Works Office,  
Colombo, February 15, 1928.

**S**CHEDULES of rates are hereby invited for improvements to the Colonial Secretary's Lodge, Kandy.

2. 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.

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, 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.).

4. 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 "Schedule of Rates for Improvements to the Colonial Secretary's Lodge, Kandy," so as to reach the offices of the foregoing officers on or before 12 noon on February 28, 1928.

All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

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

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

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

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

Public Works Office,  
Colombo, February 15, 1928.

**S**CHEDULES of rates are hereby invited for rebuilding cooly lines at Kelegala, Nuwara Eliya.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Nuwara Eliya, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (South), Nuwara Eliya and the duplicate addressed to the District Engineer, Nuwara Eliya, endorsed on the outside "Schedule of Rates for Rebuilding Cooly Lines at Kelegala, Nuwara Eliya," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, March 9, 1928. All imported materials such as cement, corrugated iron sheets, powder, fuze, and oil will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialed 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. The successful tenderer will be required to complete and hand over the work to the District Engineer, Nuwara Eliya, on or before a date to be agreed upon.

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

10. Government does not bind itself to accept the lowest or any of the 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 15, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for building a shed for children at cooly lines at Hawa Eliya.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Nuwara Eliya, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (South), Nuwara Eliya, and the duplicate addressed to the District Engineer, Nuwara Eliya, endorsed on the outside "Schedule of Rates for Building a Shed for Children at Cooly Lines at Hawa Eliya, Nuwara Eliya," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, March 9, 1928.

All imported materials such as cement, corrugated iron roofing, powder, fuze, and oil will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so initialed 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. The successful tenderer will be required to complete and hand over the work to the District Engineer, Nuwara Eliya, on or before a date to be agreed upon.

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

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

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, February 15, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for strengthening a weak bridge on the 15½ mile. Teldeniya-Duckwari road.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Katugastota, 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 in forms to be obtained from the Office of the District Engineer, Katugastota, 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, Katugastota, endorsed on the outside "Strengthening of a Weak Bridge on the 15½ Mile. Teldeniya-Duckwari Road," so as to reach the offices of the foregoing officers on or before 12 noon on February 24, 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 cost of these materials for the items which necessitate their use.

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

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

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

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

E. W. BARTHOLOMEW,  
for Director of Public Works.  
Public Works Office,  
Colombo, February 15, 1928.

SCHEDULE of rates are hereby invited for the construction of side drains in the Matale town, within the limits of the Urban District Council, Matale.

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

3. The plan, bill of quantities, and form of monthly agreements can be seen and all other information obtained from the Office of the District Engineer, Matale, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturday, 9.30 A.M. and 2 P.M.).

4. Schedule of rates must be submitted on forms, a specimen of which can be seen in the Office of the District Engineer, Matale, 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, Matale, endorsed on the outside "Schedule of Rates for the Constructions of the Side Drains in the Matale Town" so as to reach the office of the foregoing officers on or before 12 noon on February 25, 1928.

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

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

7. 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 cost of these materials for the items which necessitate their use.

8. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Central Province (North), for reasons which appear to him sufficient, objects after giving due notice of his objections 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 works 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 15, 1928.

**S**CHEDULES of rates are hereby invited for all works in connection with improvements to Puloli Hospital.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Pallai, 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, Pallai, 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, Pallai, 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, Pallai, endorsed on the outside "Schedule of Rates for Improvements to Puloli Hospital" so as to reach the offices of the foregoing officers on or before 12 noon on March 5, 1928. All imported articles, such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

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

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

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

Public Works Office,  
Colombo, February 15, 1928.

**S**CHEDULES of rates are hereby invited for all works in connection with sick room, Training College, Jaffna.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Jaffna, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Jaffna, endorsed on the outside "Schedule of Rates for Sick Room, Training College, Jaffna," so as to reach the offices of the foregoing officers on or before 12 noon on March 6, 1928. All imported articles, such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

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

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

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

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

Public Works Office,  
Colombo, February 15, 1928.

**S**CHEDULES of rates are hereby invited for works connected with the construction of the bridge at Algoda at Dehiowita:—

- (1) Earth filling, including transport.
- (2) Supplying 9-in. rubble.
- (3) Rock blasting.
- (4) Earth cutting.
- (5) Dry stone masonry in culvert, including transport.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the Factory Engineer, Colombo, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Director of Public Works.

3. Schedules of rates must be submitted on forms to be obtained from the Office of the Factory Engineer, Colombo, duly signed and dated, and forwarded in securely sealed envelopes, addressed to the Factory Engineer, Colombo, and endorsed on outside the nature of the materials for which tendered, so as to reach the Office of the Factory Engineer, Colombo, on or before 12 noon on Friday, February 24, 1928.

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

5. Any further information necessary can be obtained from the Factory Engineer.

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 contracts 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 Factory Engineer, 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 to any one contractor.

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

Public Works Office,  
Colombo, February 15, 1928.

**TENDERS** are hereby invited for transporting 20,000 cwt. of salt from Nilavelly to Batticaloa salt stores, between April 1 and June 30, 1928, in three instalments:—

7,000 cwt. to be transported before April 30.

7,000 cwt. to be transported before May 31.

6,000 cwt. to be transported before June 30.

2. The tenderers must state the hire for each cwt. including the cost of weighing and storing, both at Nilavelly and at Batticaloa.

3. Tenders should be marked tender for "Transporting Salt," on the left hand top corner of the envelope and should reach the office of the Government Agent, Eastern Province, Batticaloa, not later than midday on Friday, March 9, 1928.

4. Tenders are to be made upon forms which will be supplied on application at the Batticaloa Kachcheri, and no tender will be accepted unless it is on the recognized form.

5. A deposit of Rs. 50 will be required to be made at any Kachcheri, and 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 Government Agent, Eastern Province, 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. The deposit of Rs. 50 will be refunded upon signature of the contract.

6. Such 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. Sufficient sureties will be required to join in a bond for the due fulfilment of the contract. The amount of the bond and all other necessary information can be ascertained upon application at the Batticaloa Kachcheri.

8. A copy of each tender should be forwarded by the tenderer to the Honourable the Controller of Revenue by post, at the same time the original tender is forwarded to the Government Agent, Eastern Province, Batticaloa.

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

10. 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, Eastern Province, for reason which appearing to him sufficient, object after giving due notice of his objection in writing.

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.

The Kachcheri, S. F. AMERASINGHE, JR.,  
Batticaloa, February 14, 1928. for Government Agent.

### SALE OF UNSERVICEABLE ARTICLES, &c.

**T**HE following unserviceable articles will be sold by public auction at the Civil Medical Stores, Maradana, on Friday, the 24th instant, at 10 A.M.:—

Apparatus, magnetic ..	1	Burner, petroleum ..	3
Lamps, spirit, brass ..	4	Scales, grain, hand ..	10
Scales, with marble top	2	Sterilizer, steam ..	1
Sterilizer, enamelled ..	1	Filter ..	1
Table, operation, iron	1	Hand pump ..	1
Bicycles ..	2	Battery, dry cell ..	2
Mosquito frames, &c. 1 lot		Maternity and medical books	
Table canvas ..	1	156 copies	

V. VAN LANGENBERG,  
for Director of Medical and Sanitary Services.

Office of the Director of Medical and Sanitary Services,  
Colombo, February 13, 1928.

**T**HE following unserviceable articles will be sold by public auction at the Government Saltern, Palavi, on Monday, February 27, 1928, at 10.30 a.m.:—

1 water cart | 1 Bee clock

Office of the Salt Adviser, J. S. COATES,  
Colombo, February 14, 1928. Salt Adviser.

**T**HE following unserviceable article lying in this Court to be sold by public auction on Saturday, February 25, 1928, at 1 P.M., at the Court premises:—

1 filter.

JAMES JOSEPH,  
Commissioner.  
Court of Requests,  
Colombo, February 15, 1928.

**T**HE following unserviceable articles will be sold by public auction at these Stores on Friday, February 24, 1928, at 2 P.M., viz.:—

Saucers	Coffee jug
Dishes	Mattresses
Pillow	Lamp
Pail	Freezers
Cake tins	Wire sieve
Patty pans	Slicer
Bread tins	Egg beater
Pastry cutter	Saucepan
Scales	Thimble moulds
Mincing machine	Tables
Sideboard	Baskets
Box stand	Bed
Chair	Refrigerator
Screens	Towel, horses
Cretonne covers	Union Jacks
Curtains	Tin lining
Bale cloth	Empty barrels
Empty drums	Firewood, &c.

Government Stores Department. JOHN GIBB,  
Colombo, February 10, 1928. Colonial Storekeeper.

**T**HE following unclaimed articles will be sold by public auction at the Railway premises at Maradana, at 2 P.M. on Wednesday, February 29, 1928:—

Lot No.

- 1 .. 1 "Daxi" wristlet watch
- 2 .. 1 nickel silver wristlet watch with strap
- 3 .. 2 half-hunter silver watches
- 4 .. 1 gold wristlet watch
- 5 .. 2 time pieces
- 6 .. Lot gilt bangles



Lot No.		Lot No.	
*7 ..	Lot gilt watch pendants	85 ..	1 case containing barley, milk, biscuits, &c.
8 ..	1 thali	86 ..	2 cases rice
9 ..	1 lot saree, brooches, and pins	87 ..	1 lot empty bottles
10 ..	2 gilt hair pins, 1 gilt pendant set with stone, 1 Indian nose ornament, 2 rings, and wristlet chain	88 ..	3 cases tea seeds
11 ..	1 silver pencil case and 1 nickel egg beater	89 ..	1 lot coir strings and ropes
12 ..	1 lot bead necklaces and pair earrings	90 ..	1 lot coir and ekel brooms
13 ..	2 slave bangles, 1 celluloid soap dish, cutex manicure set, and fancy powder tin	91 ..	1 lot cases old papers and Ceylonese pamphlets and journals
15 ..	1 lot hair combs and nickel soap dish	92 ..	1 push bicycle
16 ..	1 lot penknives and boxes, mathematical instruments	93 ..	1 lot school books, &c.
17 ..	1 lot tortoise shell straight and bent combs	94 ..	1 lot pillows marked A
18 ..	1 lot leather belts	95 ..	1 Do. B
19 ..	1 lot tobacco pouches	96 ..	1 lot mats
20 ..	1 lot smoking pipes	97 ..	1 lot deer horns
21 ..	1 lot cigar and cigarette cases	98 ..	1 lot mattresses
22 ..	1 lot empty purses	99 ..	1 lot baskets marked A
23 ..	1 lot fountain pens	100 ..	1 Do. B
24 ..	1 lot brass sockets for curtain poles, pack of cards, 3 golf balls, and Kalutara purses	101 ..	2 bundles wire netting
25 ..	1 lot spoons and forks and curtain rings	102 ..	2 bundles shooks
26 ..	2 pairs of spectacles in cases	103 ..	3 bags manure, &c.
27 ..	1 lot sun glasses and spectacles cases	104 ..	3 camp beds
28 ..	1 mettalic wire tape measure	105 ..	1 lot empty cases and boxes
29 ..	1 large electric torch	106 ..	1 dog crate
30 ..	1 rubber hot water bottle	107 ..	2 steel drums
31 ..	1 hand camera	108 ..	1 lot empty drums, tins, and jars
32 ..	3 tins oxo and lot cartridges	109 ..	1 bundle leather
33 ..	1 crucifix and lot rosaries	110 ..	2 pieces canvas and oil cloth
34 ..	1 lot handkerchiefs, ties, collars and socks	111 ..	2 logs timber
35 ..	1 ornamental Hindu ceremonial knife, bundle peacock feathers, and 2 brass armlets	112 ..	1 lot planks, &c.
36 ..	1 steel trunk with contents marked A	113 ..	1 keg rubber cup holders
37 ..	1 Do. B	114 ..	1 lot pipes
38 ..	1 Do. C	115 ..	1 lot photograprs set in teak and gold frames, &c.
39 ..	1 Do. D	116 ..	1 lot sandals
40 ..	1 Do. E	117 ..	1 lot boots and shoes
41 ..	1 Do. F	118 ..	1 lot empty gunny bags
42 ..	1 suit case with contents marked A	119 ..	1 lot hats
43 ..	1 Do. B	120 ..	1 case tea
44 ..	1 Do. C	121 ..	1 lot kitchen utensils
45 ..	1 Do. D	122 ..	1 case glass panes
46 ..	1 Do. E	123 ..	1 lot iron pieces, zinc sheets, and machine parts, &c.
47 ..	1 Do. F	124 ..	1 bundle Buddhist priests' robes, bowls, and fans, &c.
48 ..	1 Do. G	125 ..	1 bundle bead curtains
49 ..	1 Do. H	126 ..	1 lot coconut milk strainers, flower stands, &c.
50 ..	1 Gladstone hand bag with contents	127 ..	1 lot motor tyres
51 ..	1 lot empty suit cases and trunks	128 ..	2 drums (musical)
52 ..	1 banjo	129 ..	1 lot coral stones and fancy mats
53 ..	1 bundle cloth marked A	130 ..	1 permanent wreath
54 ..	1 Do. B	131 ..	2 chairs and table
55 ..	1 Do. C	132 ..	1 large jak wood box (damaged)
56 ..	1 lot hurricane lamps	133 ..	1 bundle printing paper (white)
57 ..	1 lot hanging lamps and burners, &c.	134 ..	1 case tools, &c.
58 ..	1 lot stove lamps and parts	135 ..	1 tin ghee and bottles honey
59 ..	1 lot thermos flask	136 ..	1 raincoat marked a 1
60 ..	2 enamel tiffin carriers marked A	137 ..	Do. a 2
61 ..	2 Do. B	138 ..	Do. a 3
62 ..	1 enamel tiffin carrier in wooden cases	139 ..	Do. a 4
63 ..	2 aluminium tiffin carriers	140 ..	Do. a 5
64 ..	1 brass Indian tiffin carrier and 1 brass water carrier	141 ..	Do. a 6
65 ..	1 lot tea pots	142 ..	Do. a 7
66 ..	1 lot brass vessels and chembus	143 ..	Do. a 8
67 ..	1 lot plates, cups, and saucers	144 ..	Do. a 9
68 ..	1 lot enamel aluminium plates, bowls, and cups	145 ..	Do. a 10
69 ..	1 lot zinc and enamel basins	146 ..	Do. a 11
70 ..	1 lot chamber pots	147 ..	Do. a 12
71 ..	1 lot zinc buckets	148 ..	Do. a 13
72 ..	1 canvas bucket and 1 rat trap	149 ..	Do. a 14
73 ..	1 rubber milk strainer	150 ..	Do. a 15
74 ..	1 lot pairs of scales, weights, and measures	151 ..	Do. a 16
75 ..	1 lot gramophone records	152 ..	Do. a 17
76 ..	1 tennis racquet	153 ..	Do. a 18
77 ..	2 tennis racquets and boy's bat	154 ..	Do. a 19
78 ..	2 cricket bats	155 ..	Do. a 20
79 ..	1 leather belt, water bottle, and 2 putties	156 ..	Do. a 21
80 ..	1 lot inflators and bicycle lamp	157 ..	Do. a 22
81 ..	1 lot milk cans	158 ..	Do. a 23
82 ..	1 box tobacco leaves	159 ..	Do. a 24
83 ..	1 box beady cigars	160 ..	Do. a 25
84 ..	1 case cigars	161 ..	Do. 2 26
		162 ..	Do. a 27
		163 ..	Do. a 28
		164 ..	1 overcoat marked A

Lot No.		Lot No.	
165 ..	1 overcoat marked B	197 ..	1 bundle 6 umbrellas marked B 31
166 ..	Do. C	198 ..	Do. B 32
167 ..	1 bundle 6 umbrellas marked B 1	199 ..	Do. B 33
168 ..	Do. B 2	200 ..	Do. B 34
169 ..	Do. B 3	201 ..	1 bundle 3 ladies' umbrellas marked C 1
170 ..	Do. B 4	202 ..	Do. C 2
171 ..	Do. B 5	203 ..	Do. C 3
172 ..	Do. B 6	204 ..	Do. C 4
173 ..	Do. B 7	205 ..	Do. C 5
174 ..	Do. B 8	206 ..	Do. C 6
175 ..	Do. B 9	207 ..	Do. C 7
176 ..	Do. B 10	208 ..	Do. C 8
177 ..	Do. B 11	209 ..	Do. C 9
178 ..	Do. B 12	210 ..	Do. C 10
179 ..	Do. B 13	211 ..	1 lot 3 walking sticks marked D 1
180 ..	Do. B 14	212 ..	Do. D 2
181 ..	Do. B 15	213 ..	Do. D 3
182 ..	Do. B 16	214 ..	Do. D 4
183 ..	Do. B 17	215 ..	Do. D 5
184 ..	Do. B 18	216 ..	Do. D 6
185 ..	Do. B 19	217 ..	Do. D 7
186 ..	Do. B 20	218 ..	Do. D 8
187 ..	Do. B 21	219 ..	Do. D 9
188 ..	Do. B 22	220 ..	Do. D 10
189 ..	Do. B 23	221 ..	Do. D 11
190 ..	Do. B 24	222 ..	Do. D 12
191 ..	Do. B 25	223 ..	Do. D 13
192 ..	Do. B 26	224 ..	Do. D 14
193 ..	Do. B 27	225 ..	Do. D 15
194 ..	Do. B 28		
195 ..	Do. B 29		
196 ..	Do. B 30		

General Manager's Office,  
Colombo, February 8, 1928.

T. E. DUTTON,  
General Manager.

## VITAL STATISTICS.

### Registrar-General's Health Report of the City of Colombo for the Week ended February 11, 1928.

**Births.**—The total births registered in the city of Colombo in the week were 252 (1 European, 14 Burghers, 176 Sinhalese, 25 Tamils, 20 Moors, 6 Malays, and 1 Other). The birth rate per 1000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 50·1, as against 50·6 in the preceding week, 34·4 in the corresponding week of last year, and 32·6 the weekly average for last year.

**Deaths.**—The total deaths registered were 157 (2 Europeans, 5 Burghers, 87 Sinhalese, 30 Tamils, 24 Moors, 2 Malays, and 7 Others). The death rate per 1,000 per annum was 31·2, as against 30·0 in the previous week, 27·0 in the corresponding week of last year, and 27·6 the weekly average for last year.

**Infantile Deaths.**—Of the 157 total deaths, 36 were of infants under one year of age, as against 34 in the preceding week, 28 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 18.

**Principal Causes of Death.**—1. (a) Twenty-three deaths from *Pneumonia* were registered, 14 in Maradana hospitals (including 8 deaths of non-residents), 2 each in St. Paul's and Kotahena North, and 1 each in Kotahena South, Maradana North, Maradana East, Maradana South, and Slave Island, as against 21 in the previous week, and 19 the weekly average for last year.

(b) Seven deaths from *Influenza* were registered, 3 in St. Paul's, 2 in Kotahena South, and 1 each in San Sebastian and New Bazaar, as against 11 in the previous week, and 6 the weekly average for last year.

(a) Two deaths from *Bronchitis* were registered, 1 each in Kotahena North and Maradana hospital, as against 5 in the previous week, and 3 the weekly average for last year.

2. Nine deaths from *Phthisis* were registered, 5 in Maradana hospitals (including 3 deaths of non-residents), and 1 each in Kotahena South, Maradana North, Slave Island, and Kollupitiya, as against 11 in the previous week, and 11 the weekly average for last year.

3. (a) Three deaths from *Enteric Fever* were registered in Maradana hospitals. The number registered during the previous week was also 3, and the weekly average for last year was 2.

(b) One death from *Enteric Fever* of a resident of Colombo town occurred at the Infectious Diseases Hospital, Angoda, during the week.

4. Fifteen deaths were registered from *Debility*, 7 from *Diarrhoea*, 6 from *Enteritis*, 5 from *Dysentery*, 4 from *Infantile Convulsions*, 3 each from *Worms* and *Accidents*, 2 from *Puerperal Septicaemia*, and 68 from *Other Causes*.

5. Forty-four cases of *Chickenpox*, 7 of *Enteric Fever*, 6 of *Measles*, and 2 of *Smallpox* were reported during the week, as against 66, 8, 2, and 2 respectively, of the preceding week.

**State of the Weather.**—The mean temperature of air was 79·5°, against 80·1° in the preceding week, and 80·7° in the corresponding week of the previous year. The mean atmospheric pressure was 29·927 in., against 29·912 in. in the preceding week, and 29·917 in. in the corresponding week of the previous year. The total rainfall in the week was 2·24 in., against 0·64 in. in the preceding week, and 2·48 in. in the corresponding week of the previous year.

Registrar-General's Office,  
Colombo, February 14, 1928.

P. D. RATNATUNGA,  
for Registrar-General.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF THE OODOOWERRE TEA COMPANY, LIMITED.

- Handwritten:* ~~1. The name of the Company is "THE OODOOWERRE TEA COMPANY, LIMITED."~~
2. The registered office of the Company is to be established in Colombo.
  3. The objects for which the Company is to be established are—
    - (1) To purchase, or otherwise acquire as on and from the 1st day of January, 1928, Oodoowerre estate, situated in the Badulla District of the Island of Ceylon.
    - (2) To purchase, take on lease or in exchange, hire or otherwise acquire any lands, concessions, estates, plantations, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights and other rights, privileges, easements, and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
    - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
    - (4) To plant, grow, and produce tea, rubber, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie, and other natural products or produce of any kind in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
    - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured, or raw state, and either by wholesale or retail.
    - (6) To carry on in the Island of Ceylon, the Federated Malay States, India, or elsewhere, all or any of the following businesses, that is to say: planters of tea, rubber, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water or by air; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners, and wharfingers; proprietors of docks, wharves, jetties, piers, warehouses, boats, vans, aeroplanes, and hydroplanes; and any other business which can or may conveniently be carried on in connection with any of them.
    - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company; and to use, exercise, develop, grant licences in respect of or otherwise turn to account the property, rights, and information so acquired.
    - (8) To purchase tea leaf, rubber, coconuts, coffee, and (or) other raw products or produce for manufacture, manipulation, and (or) sale.
    - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits or products, and generally to carry on the business of mining in all its branches.
    - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, vans, aeroplanes, hydroplanes, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water, or by air; of proprietors of docks, wharves, jetties, piers, warehouses, and boats; of tug-owners and wharfingers or of any other business which can or may conveniently be carried on in connection with the above respectively.
    - (11) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, coconut and coffee curing mills, manufactories, refineries, laboratories, buildings, erections, roads, ways, bridges, railways, tramways, electric light and power, canals, reservoirs, water works, water-courses, wells, pipe lines, furnaces, gas works, piers, docks, wharves, jetties, and other works, and conveniences, which may be necessary or convenient for the purpose of the Company, or may seem calculated directly or indirectly to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
    - (12) To act as agents for, and to manage, supervise or control the business, plantations, estates, property or operations of any person, company or undertaking, or any property in which the Company may be interested, and to act as secretaries of other companies, and to lend or advance money to such persons or companies, and on such terms as may from time to time seem expedient, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bills of lading, dock warrants, stocks, shares, bonds, and securities of all kinds, and book debts.
    - (13) To act as agents for the loan, repayment, transmission, collection, and investment of money, and for the purchase, sale, improvement, development, and management of property, including business concerns and undertakings, either in the Island of Ceylon, or elsewhere.
    - (14) To transact or carry on all kinds of trust and agency business, and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money.
    - (15) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such, or the widow or children of any such.
    - (16) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the officials or employees or *ex-officials* or *ex-employees* of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances to such persons or their dependents or connections, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object, and to make gifts and bonuses to persons in the employment of the Company.

- (17) To enter into any arrangements with any authorities, Government, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (18) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.
- (19) To form, constitute, or promote or assist in the formation, constitution or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such company or companies, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares, stock, debentures, debenture stock, or other securities of this or any such company, or in or about the formation or promotion of any such company.
- (20) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (21) 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, policies, stocks, shares, debentures or book debts, or without any security at all.
- (22) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company, or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (23) Generally to purchase, take on lease or in exchange, hire or otherwise acquire, any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (24) To undertake and execute any trusts, and to undertake the office of trustee, and to co-operate with executors and trustees in the financial administration of any estate or trust, and to undertake the office of director, receiver, liquidator, treasurer, or attorney, and to keep for any company, authority or body any register relating to any stocks, funds, shares, or securities, and to undertake any duties in relation to the registration of transfers, the issue of certificates, or otherwise.
- (25) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (26) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (27) 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.
- (28) To make, draw, accept, endorse, negotiate, purchase, and execute promissory note, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (29) To sell, let, underlet, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, abandon, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (30) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares, either as fully paid up or partly paid up for such purpose.
- (31) To accept as consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any company or person, or partly one and partly any other.
- (32) 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.
- (33) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, or otherwise, and by trustees, sub-contractors, agents, or otherwise, and either alone or in conjunction with others.
- (34) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so necessary, incidental, conducive, convenient, or advantageous as aforesaid, the decision of an extraordinary general meeting shall be conclusive.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons and a corporation, and that the word "company" except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be independent main objects, and shall be in no wise limited or restricted by reference to or inference from the terms of any other paragraph, or the name of the Company.

4. The liability of the Shareholders is limited.

5. (a) The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 95,000 ordinary shares of Ten Rupees (Rs. 10) each, and 5,000 eight per cent. cumulative preference shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges, or subject to any special terms and conditions and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

(b) There shall be attached to the said 5,000 cumulative preference shares the following rights, privileges, and conditions:—

- (i.) The said cumulative preference shares shall confer on the holders thereof the right to a fixed cumulative preference dividend at the rate of eight per centum per annum on the capital paid up, or credited as paid up thereon, but to no further right to participate in the profits of the Company.
- (ii.) The said cumulative preference shares shall confer on the holders thereof the right, in a winding up, to payment off of capital and any arrears of dividend, whether earned or declared or not, up to the commencement of the winding up, in priority to any other class of shares of the Company, whether existing or future but to no further right to participate in any surplus assets which may remain after paying off the remainder of the capital.
- (iii.) The said cumulative preference shares shall not confer on the holders thereof the right to participate in any issue of shares of the Company of any class which may be made from time to time.
- (iv.) The said cumulative preference shares shall confer on the holders thereof such other rights and privileges, and be subject to such other conditions as are specified in the regulations of the Company.

(c) Provided however that the rights for the time being attached to the said 5,000 cumulative preference shares in the capital may be altered or dealt with in accordance with Articles 58 and 59, of the accompanying Articles of Association, but not 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 ordinary shares in the capital of the Company set opposite our respective names:

Names and Addresses of Subscribers.	Number of Ordinary Shares taken by each Subscriber.
JANET HAMILTON, Oodoowerre, Demodera .. .. .	One
DONALD E. HAMILTON, Oodoowerre, Demodera .. .. .	One
H. DENHOLM NICHOLSON, Dambatenne, Haputale .. .. .	One
LYCETT GARDNER, Rockhill, Badulla .. .. .	One
THEO. GARDNER, Rockhill, Badulla .. .. .	One
LESLIE W. F. DE SARAM, Colombo .. .. .	One
JOHN A. LORAM, Colombo .. .. .	One
Total number of Shares taken .. .. .	Seven

Witness to the signature of DONALD EDWARD HAMILTON, at Badulla, this 8th day of January, 1928:

HENRY K. S. KEYT,  
Proctor, Supreme Court, Badulla.

Witness to the signature of HAROLD DENHOLM NICHOLSON, at Oodoowerre estate, Demodera, this 8th day of January, 1928:

HENRY K. S. KEYT,  
Proctor, Supreme Court, Badulla.

Witness to the signatures of LYCETT GARDNER and THEOTILA MARY GARDNER, at Badulla, this 11th day of January, 1928:

HENRY K. S. KEYT,  
Proctor, Supreme Court, Badulla.

Witness to the signature of JANET HAMILTON, at Kandy, this 13th day of January, 1928:

NIGEL I. LEE,  
Proctor, Supreme Court, Kandy.

Witness to the signatures of JOHN ANNING LORAM and LESLIE WILLIAM FREDERICK DE SARAM, at Colombo, this 16th day of January, 1928:

J. A. MARTENSZ,  
Proctor, Supreme Court, Colombo.

## ARTICLES OF ASSOCIATION OF THE OODOOWERRE TEA COMPANY, LIMITED.

It is agreed as follows :—

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

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

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

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

## INTERPRETATION.

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

*Company*.—The word "Company" means "The Oodoowerre Tea Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

*The Ordinance*.—"The Ordinance" means and includes "The Joint Stock Companies' Ordinances, 1861 to 1912," and every other Ordinance from time to time in force concerning Joint Stock Companies which may apply to the Company.

*Special Resolution*.—"Special Resolution" has the meaning assigned thereto by the Ordinance.

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

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

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

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

*Shareholder*.—"Shareholder" means a Shareholder of the Company.

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

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

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

*Dividend*.—"Dividend" includes bonus.

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

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

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

*Month*.—"Month" means a calendar month.

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

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

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

5. Subject to the preceding Article any words defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

## BUSINESS.

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

7. *Acquisition of Oodoowerre Estate*.—The basis on which this Company is established is that the Company shall purchase or otherwise acquire the estate called and known as Oodoowerre, situate in the District of Badulla, in the Island of Ceylon, as on and from the 1st day of January, 1928, and accordingly no objection shall be made by this Company or by any Shareholder, Creditor, or Liquidator thereof to the said purchase or acquisition upon the ground that the vendors, promoters, or other persons interested, or any of them stand in a fiduciary position towards this Company, or that there is in the circumstances no independent board of this Company and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him directly or indirectly under or by virtue of the said purchase or acquisition, and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid, or upon any ground in any wise connected therewith, and every Shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

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

## CAPITAL.

9. *Nominal Capital*.—(a) The nominal capital of the Company is One million Rupees (Rs. 1,000,000) divided into 95,000 ordinary shares of Ten Rupees (Rs. 10) each, and 5,000 eight per cent. cumulative preference shares of Ten Rupees (Rs. 10) each.

(b) (i.) The said cumulative preference shares shall confer on the holders thereof the right to a fixed cumulative preference dividend at the rate of eight per centum per annum on the capital, paid up or credited as paid up thereon, but to no further right to participate in the profits of the Company.

(ii.) The said cumulative preference shares shall confer on the holders thereof the right, in a winding up, to payment off of capital and any arrears of dividend, whether earned or declared or not, up to the commencement of the winding up, in priority to any other class of shares of the Company, whether existing or future, but to no further right to participate in any surplus assets which may remain after paying off the remainder of the capital.

(iii) The said cumulative preference shares shall not confer on the holders thereof the right to participate in any issue of shares of the Company of any class which may be made from time to time.

## SHARES.

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

11. *Commission and Brokerage for placing Shares, &c.*—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures, or debenture stock of the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures or debenture stock of the Company. Such commission may, if thought fit, be paid in fully paid shares, debentures, or debenture stock of the Company. The Directors may also pay such brokerage as may be lawful.

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

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

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

15. *Shares held by a Firm.*—Shares may be registered in the name of a firm, and any partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to appoint proxies and to act as proxy for any Shareholder.

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

17. *One of Joint-holders other than a Firm may give Receipts; only one of Joint-holders Resident in Ceylon entitled to Vote.*—Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share; but only one of such joint-holders shall be entitled to the right of voting and of appointing 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 appoint proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares in respect of such joint-holding shall vote or appoint 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 in respect of such joint-holding then resident in Ceylon shall vote or appoint proxies and exercise all such rights and powers as aforesaid.

18. *Survivor of Joint-holder, other than a Firm, only recognized.*—In case of the death of any one or more of the Joint-holders, other than a firm, of any share, the survivor shall be the only person recognized by the Company as having any title to, or interest in, such share, but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

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

20. *Trusts or any Interest in Share other than that of registered Holder or of any Person under Article 40 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 40 to become a Shareholder in respect of any share.

## INCREASE OF CAPITAL.

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

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

23. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the special resolution creating the increase of capital, all new shares shall be offered to the Shareholders, in accordance with their rights and subject, in the case of preference share or shares of any particular class, to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment of any estates or lands or other property purchased or acquired by the Company, or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

## REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

## SHARE CERTIFICATES.

26. *Certificates how issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the distinctive number of the share in respect of which it is issued, and the amount paid thereon, provided that in the case of shares registered in the names of two or more persons other than a firm 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.

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

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

## TRANSFER OF SHARES.

29. *Transfer of Shares.*—Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

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

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

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

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

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

35. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors, subject to the powers vested in them by Articles 33, 34, and 36, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

## TRANSMISSION OF SHARES.

39. *Title to Shares of Deceased Holder.*—Subject and without prejudice to the provisions of Article 18 hereof the executors, or administrators, or the heirs of a deceased Shareholder shall be the only person recognized by the Company, as having any title to shares of such Shareholder.

40. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as may from time to time be required by the Directors, and with the consent of the Directors (which they shall not be under any obligation to give), be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2.50; or may, subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

41. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 40, 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 the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold, shall be paid to the person entitled thereto.

42. *Curator of Minor, &c., when not entitled to Vote.*—The curator of a minor Shareholder, the committee or other legal guardian of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator or heir of any deceased Shareholder, shall not be entitled to receive notice of or to attend or vote at meetings of the Company or save as aforesaid, and save as regards the receipt of such dividends as the Board shall not elect to retain, to exercise any of the rights and privileges of a Shareholder, unless and until he shall have been registered as the holder of the shares.

## SURRENDER AND FORFEITURE OF SHARES.

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



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

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

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

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

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

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

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

51. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 48 hereof, shall be redeemable after sale or disposal.

52. *Company's Lien on Shares.*—The Company shall have a first and paramount lien upon all the shares registered in the name of each Shareholder (whether solely or jointly with others) and upon the proceeds of sale thereof, for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and conditions that Article 20 hereof is to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares and to all moneys paid in advance of calls thereon. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

53. *Lien how made Available and Proceeds how applied.*—For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and notice in writing stating the amount due, and giving notice of intention to sell in default shall have been served on such Shareholder or the person (if any) entitled by transmission to the shares, and default shall have been made for seven clear days after such notice. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, and engagements aforesaid, and the residue (if any) shall be paid to the Shareholder or the person (if any) entitled by transmission to the shares or who would be so entitled but for such sale. Should the Shareholder over whose share the lien exists be in England, or elsewhere abroad, sixty days' notice shall be allowed him.

54. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the Agents or Secretaries that the power of sale given by Article 53 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

56. *Preference and Deferred Shares.*—Any shares from time to time to be issued or created may from time to time be issued with any such right of preference, whether in respect of dividends or of payment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than the 5,000 eight per cent. cumulative preference shares referred to in Article 9 hereof and any other shares issued with a preference), or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may, from time to time, by special resolution, determine.

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

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the 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.
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to, or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

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

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

#### CALLS.

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

60. *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board meeting of the Directors or was signed in terms of Article 134.

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

62. *Interest on Unpaid Call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this Article. Any sum whether payable on account of the amount of the share or by way of premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture and the like, and all other the relevant provisions of these presents, shall apply as if such sum, premium or instalment were a call duly made and notified as hereby provided.

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

#### BORROWING POWERS.

64. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, at such rate of interest and on such terms as the Directors think fit, but so that the amount at any one time owing in respect of principal moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred and Fifty thousand Rupees (Rs. 150,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the re-payment of any such principal sum or sums of money so borrowed or raised as aforesaid and interest, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures, or create any debenture stock, they shall obtain the sanction thereto of the Company in General Meeting, whether ordinary or extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article, and subscribed by two or more of the Directors, or by one Director and the Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

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

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

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

68. *When Extraordinary General Meeting to be called.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall, upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote, forthwith proceed to convene an Extraordinary General Meeting of the Company, and in case of such requisition the following provisions shall have effect :—

- (1) Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and deposited at the office, and may consist of several documents in like form, each signed by one or more of the requisitionists. 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 deposit of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the requisitionists convening the meeting may themselves fix, but any meeting so convened shall not be held after three months from the date of such deposit.
- (2) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Board shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if though fit, of confirming it as a special resolution; and if the Board do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

69. Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as is in Article 68 hereof mentioned may be postponed by the Directors by notice in writing, and the meeting shall, subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

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

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

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

73. *Business requiring and not requiring Notification.*—Every ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and consider the profit and loss account (if any), the balance sheet of the Company, the reports of the Directors and Auditors, to elect Directors, Auditors, and other officers in place of those retiring, to fix the remuneration of the Directors and Auditors, to sanction and declare dividends and to transact any business which under these presents ought to be transacted at an ordinary General Meeting, and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice upon which the meeting was convened.

74. *Notice of other Business to be given.*—With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at ordinary General Meetings without notice, no General Meeting, Ordinary or Extraordinary, shall be competent to enter upon, discuss, or transact any business which has not been specially mentioned in the notice upon which it was convened.

75. *Quorum to be Pre. ent.*—No business shall be transacted at a General Meeting, unless there shall be present in person at the commencement of the business two or more persons, being Shareholders entitled to vote, or persons being proxies or attorneys of Shareholders entitled to vote.

76. *If Quorum not present, Meeting to be dissolved or adjourned; Adjourned Meeting to transact Business*—If at the expiration of half an hour from the time appointed for the meeting the required number of persons shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and no notice of such adjournment need be given.

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

78. *Business confined to Election of Chairman while Chair Vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.

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

80. *Minutes of General Meeting.*—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.

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

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

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

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

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

86. *Number of Votes to which Shareholder entitled—*

- (a) On a show of hands every holder of ordinary shares present in person or by attorney duly authorized shall have one vote only ;
- (b) In case of a poll every holder of ordinary shares present in person or by proxy or attorney shall have one vote for every ordinary share held by him ;
- (c) On show of hands every holder of the said 5,000 cumulative preference shares present in person or by attorney duly authorized shall have one vote only ;
- (d) In case of a poll every holder of the said 5,000 cumulative preference shares present in person or by proxy or attorney shall have one vote for every preference share held by him.

Provided that the holders of the said 5,000 cumulative preference shares shall have no right to receive notice of or to be present or to vote either in person or by proxy or by attorney at any General Meeting by virtue or in respect of their holdings of the said 5,000 cumulative preference shares, unless their preferential dividend shall be twelve months in arrear or unless a resolution is to be proposed dealing with a reduction of capital, or a sale of the Company's property or assets or any substantial part or portion thereof or the winding up of the Company or the alteration of the regulations of the Company so as to affect directly the rights or privileges of the said preference Shareholders.

87. *Non-Shareholder not to be appointed Proxy ; but Attorney though not Shareholder may vote.*—Subject and without prejudice to the provisions of Article 15 hereof, no person shall be appointed a proxy who is not a Shareholder of the Company, but the attorney of a Shareholder, even though not himself a Shareholder of the Company, may represent and vote for his principal at any meeting of the Company, or of any class of Shareholders of the Company.

88. *No Shareholder in Arrear to exercise Rights and no Shareholder in Arrear or not Registered at least Three Months previous to the Meeting to vote.*—No person shall exercise any rights of Shareholder until his name shall have been entered in the register of Shareholders and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him, and no Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares, or any of them, shall have been paid ; and no Shareholder other than the curator of a minor Shareholder, the committee of a lunatic Shareholder, or the person becoming entitled to shares in consequence of the death, bankruptcy or liquidation of any Shareholder or the marriage of any female Shareholder shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

89. *Instrument of Proxy to be in Writing.*—Every instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing, or if such appointor is a corporation, under the common seal, or under the hand of some attorney of such corporation duly authorized in writing in that behalf.

90. *When Instrument of Proxy to be deposited.*—The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such instrument proposes to vote ; otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

91. *When Power of Attorney to be deposited.*—The power of attorney under which a person proposes to vote shall, be deposited at the office for registration in the books of the Company at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting, as the case may be, at which the person named in such power of attorney proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof.

92. *Form of Instrument of Proxy.*—Every instrument of proxy, whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in the form or to the effect following :—

*The Oodooverre Tea Company, Limited.*

I, \_\_\_\_\_, of \_\_\_\_\_, being a Shareholder of The Oodooverre Tea Company, Limited, hereby appoint \_\_\_\_\_, of \_\_\_\_\_, or failing him \_\_\_\_\_, of \_\_\_\_\_, or failing him \_\_\_\_\_, as my proxy to vote for me and on my behalf, and if necessary to demand a poll at the (Ordinary or Extraordinary, as the case may be), General Meeting of the Company, to be held on the \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof.

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

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

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

## DIRECTORS.

95. *Number of Directors.*—The number of Directors shall never be less than three nor more than six. In the event of the number of Directors in Ceylon ever being reduced to two, such remaining Directors shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting (which shall not be adjourned for the purpose of enabling a quorum to be present), the remaining Directors shall themselves appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Directors shall not act, except for the purpose of appointing another, and, if necessary, enabling him to be placed on the register of Shareholders.

96. *Qualification of Directors.*—The qualification of Director shall be the holding in his own right alone, and not jointly with any other person of shares of the Company, of any class whether fully paid or partly paid, of the total nominal value of at least One thousand Rupees (Rs. 1,000) and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

97. *Remuneration of Directors.*—As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to, nor any extra remuneration to the managing Directors of the Company. The Directors shall also be entitled to be repaid all travelling and hotel expenses properly incurred by them in or with a view to the performance of their duties.

98. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Janet Hamilton, wife of Donald Edward Hamilton of Oodooerre, Demodera; the said Donald Edward Hamilton; Harold Denholm Nicholson of Dambatenna, Haputale; Lycett Gardner of Rockhill, Badulla; and John Anning Loram of Colombo. The said John Anning Loram shall hold office till the First Ordinary General Meeting of the Company, when he shall retire, but shall be eligible for re-election.

99. So long as the said Janet Hamilton holds shares of the Company of any class, whether fully paid or partly paid, of the total nominal value of Rs. 50,000 (a) she shall be a Director of the Company whenever and so long as she is resident in Ceylon, and whenever and so long as she is a Director of the Company she shall not be subject to the provisions of Articles 107, 108, and 116 hereof, and (b) she shall have the right to appoint any Shareholder in the Company to be a Director in her place whenever and so long as she is absent from Ceylon.

Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Janet Hamilton, and shall be sent by post under registered cover addressed to the Company at its office and may be cancelled, withdrawn, altered, or varied by the said Janet Hamilton at her discretion, and shall be recorded in the Minute Book of the Company together with any subsequent cancellation, withdrawal, alteration, or variation thereof. Any Director so appointed shall not be subject to the provisions of Articles 107, 108, and 116 hereof. The said Janet Hamilton shall not have the right to object to any act which has received the approval of any Director so appointed under the powers of this present Article.

100. So long as the said Donald Edward Hamilton holds shares of the Company of any class, whether fully paid or partly paid, of the total nominal value of Rs. 50,000 (a) he shall be a Director of the Company whenever and so long as he is resident in Ceylon, and whenever and so long as he is a Director of the Company he shall not be subject to the provisions of Articles 107, 108, and 116 hereof, and (b) he shall have the right to appoint any Shareholder in the Company to be a Director in his place whenever and so long as he is absent from Ceylon.

Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Donald Edward Hamilton, and shall be sent by post under registered cover addressed to the Company at its office, and may be cancelled, withdrawn, altered, or varied by the said Donald Edward Hamilton at his discretion, and shall be recorded in the Minute Book of the Company together with any subsequent cancellation, withdrawal, alteration, or variation thereof. Any Director so appointed shall not be subject to the provisions of Articles 107, 108, and 116 hereof. The said Donald Edward Hamilton shall not have the right to object to any act which has received the approval of any Director so appointed under the powers of this present Article.

101. So long as the said Harold Denholm Nicholson holds shares of the Company of any class, whether fully paid or partly paid, of the total nominal value of Rs. 50,000 (a) he shall be a Director of the Company whenever and so long as he is resident in Ceylon, and whenever and so long as he is a Director of the Company he shall not be subject to the provisions of Articles 107, 108, and 116 hereof, and (b) he shall have the right to appoint any Shareholder in the Company to be a Director in his place whenever and so long as he is absent from Ceylon.

Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Harold Denholm Nicholson, and shall be sent by post under registered cover addressed to the Company at its office, and may be cancelled, withdrawn, altered, or varied by the said Harold Denholm Nicholson at his discretion, and shall be recorded in the Minute Book of the Company together with any subsequent cancellation, withdrawal, alteration, or variation thereof. Any Director so appointed shall not be subject to the provisions of Articles 107, 108, and 116 hereof. The said Harold Denholm Nicholson shall not have the right to object to any act which has received the approval of any Director so appointed under the powers of this present Article.

102. So long as the said Lycett Gardner holds shares of the Company of any class, whether fully paid or partly paid, of the total nominal value of Rs. 50,000 (a) he shall be a Director of the Company whenever and so long as he is resident in Ceylon, and whenever and so long as he is a Director of the Company he shall not be subject to the provisions of Articles 107, 108, and 116 hereof, and (b) he shall have the right to appoint any Shareholder in the Company to be a Director in his place whenever and so long as he is absent from Ceylon.

Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Lycett Gardner, and shall be sent by post under registered cover addressed to the Company at its office, and may be cancelled, withdrawn, altered, or varied by the said Lycett Gardner at his discretion, and shall be recorded in the Minute Book of the Company together with any subsequent cancellation, withdrawal, alteration, or variation thereof. Any Director so appointed shall not be subject to the provisions of Articles 107, 108 and 116, hereof. The said Lycett Gardner shall not have the right to object to any act which has received the approval of any Director so appointed under the powers of this present Article.

103. *Directors may appoint Managing Director or Directors; His or Their Remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be

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

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

105. *Board may fill up Vacancies.*—The Board shall have power at any time and from time to time before the First Ordinary General Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.

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

107. *To retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year subject and without prejudice to the provisions of Articles 99, 100, 101, and 102 hereof, one of the Directors for the time being shall retire from office as provided in Article 108.

108. *Retiring Directors how determined.*—Subject and without prejudice to the provisions of Articles 99, 100, 101, and 102 hereof the Directors to retire from the office shall be those who have been longest in office.

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

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

111. *Number of Directors how Increased or Reduced.*—The Company in 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 shall go out of office.

112. *If Election not made, Retiring Director to continue until next Meeting.*—If at any meeting at which an election of a Director ought to take place the place of the retiring Director is not filled up, the retiring Director may continue in office until the next Ordinary General Meeting, 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.

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

114. *Directors may Contract with the Company.*—A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker, or otherwise, and no such contract or arrangement nor any contract or arrangement entered into by or on behalf of the Company with any person, firm, or company of or in which any Director shall be in any way interested shall be avoided, nor shall any Director so contracting, or being so interested, be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity or of security for advances or to a settlement or set-off of cross claims, and it may at any time or times be suspended or relaxed, either prospectively or retrospectively, by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company, shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

115. *When Office of Director to be vacated.*—The office of Director shall *ipso facto* be vacated—

- (a) If he resign his office.
- (b) If he become bankrupt or insolvent, or suspends payment, or file a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.
- (e) If he cease to ordinarily reside in Ceylon, or be absent from Ceylon for a period of twelve consecutive months.

Provided that until an entry of his office having been so vacated be made in the Minutes of the Board his acts as a Director shall be as effectual as if his office were not vacated.

A Director may hold any other office or position under the Company in conjunction with his Directorship (other than that of Auditor) and on such terms with respect to remuneration and otherwise as the Directors shall determine, and a Director may by himself or his firm act in any professional capacity (other than that of Auditor) for the Company, and shall be entitled to remuneration accordingly as if he were not a Director.

116. *How Directors removed and Successors appointed.*—Subject and without prejudice to the provisions of Articles 99, 100, 101, and 102 hereof the Company may, by an extraordinary resolution, remove any Director before the expiration of his period of office, and may, by an ordinary resolution, appoint another person in his stead. The Director so appointed shall hold office only during such time as the Director in whose place he is appointed would have held the same if he had not been removed.

#### INDEMNITY.

117. The Directors, Managing Directors, Managers, Agents, Auditors, Secretaries, and other officers, or servants for the time being of the Company, and the Trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, costs, charges, losses, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators, shall or may incur or sustain by or by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect or default respectively, and none of them shall be answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any property or money of the Company may come,

or for any defect of title of the Company to any property purchased, or for insufficiency or deficiency of or defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

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

#### POWERS OF DIRECTORS.

119. *To acquire Oodowerre Estate.*—The Directors shall have power to purchase or otherwise acquire as on and from the 1st day of January, 1928, the said Oodowerre estate, situated in the Badulla District of the Island of Ceylon.

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

121. *To acquire Property, to appoint Officers and pay Expenses.*—The Directors shall have power to purchase, take on lease or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title, and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reason as they may think proper and advisable, and without assigning any cause.

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

123. *To open Banking Accounts and operate thereon, &c.*—The Directors shall have power to open on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signature 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.

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

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

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.

- (5) To invest any of the moneys of the Company upon such securities and in such manner as they may think fit, subject to the provisions of Article 3 hereof, 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.
- (6) From time to time to provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated, and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

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

128. *A Director may summon Meetings of Directors.*—A Director may at any time and the Secretary shall at the request of a Director summon a meeting of Directors.

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

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

131. *Board may appoint Committees.*—The Board may delegate any of their powers to Committees consisting of such member or members of their body as the Board think fit, and they may from time to time revoke and discharge any such Committee, either wholly or in part, and either as to persons or purposes, but every Committee so formed shall, in exercise of the powers delegated to it, conform 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.

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

133. *Regulation of Proceedings of Committees.*—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.

134. *Resolution in Writing by all the Directors as Valid as if passed at a Meeting of Directors.*—A resolution in writing signed in approval thereof by all the Directors for the time being resident in Ceylon (provided such Directors shall not be less than three in number) shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, provided that not fewer than three Directors shall sign it.

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

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

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

#### COMPANY'S SEAL.

137. *The Use of the Seal.*—The seal of the Company shall not be used or affixed to any deed, certificate of shares, or other instrument, except in the presence of two or more of the Directors, or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the Agents and Secretaries, being signified by a partner or duly authorized Manager, Attorney, or



Agent of the said firm signing the firm name of the firm name *per procuracionem* or signing for and on behalf of the said firm as such Agents and Secretaries, and in the event of a Company whether domiciled or incorporated in the Island of Ceylon or elsewhere being the Agents and Secretaries, being signified by a Director or the Secretary, or the duly authorized attorney of such Company signing for and on behalf of such Company as Agents and Secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries. Any instrument sealed with the seal of the Company and signed by two or more Directors or by one Director and the Agents and Secretaries of the Company shall be presumed to be duly executed.

#### ACCOUNTS.

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

139. *Accounts how and when open to Inspection.*—The Directors shall from time to time determine whether, and to what extent, and at what times and places, and under what conditions or regulations the accounts and books of the Company or any of them shall be 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 the Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

140. *Profit and Loss Account and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company for the period since the preceding account and balance sheet, or in the case of the first account and balance sheet since the incorporation of the Company made up to a date not more than six months before such meeting.

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

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

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

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

144. *Division of Profits.*—Subject to the rights of holders of shares issued upon special conditions, and to any arrangement that may be made by the Company to the contrary, and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls, and subject to the provisions of these presents as to reserve fund, the profits of the Company shall be divisible among the Shareholders in proportion to the capital paid or credited as paid on the shares held by them respectively.

145. *Declaration of Dividends.*—The Company in General Meeting may declare a dividend to be paid to the Shareholders according to their rights and interests in the profits and may fix the time for payment. Provided always that if shares shall have been issued during the course of a financial year, the holder thereof shall be subject to any arrangement made by the Directors to the contrary only be entitled to have paid to him in respect of dividends on such shares a proportionate part of the dividends for such financial year calculated on the proportionate part of the year from the date on which such shares were allotted, treating such dividends as earned rateably over the whole year. No dividend shall be payable out of the capital of the Company, and the declaration of the board as to the amount available for dividend shall be conclusive. No dividend shall exceed the amount recommended from time to time by the Board, but the Company in General Meeting may declare a smaller dividend.

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

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

148. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company, such sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit (subject to the provisions of Article 3 hereof), or place the same on fixed deposit in any bank or banks, and may from time to time deal with, vary, or realize such securities and dispose of

all or any part thereof for the benefit of the Company. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets, and the Directors may also carry forward any profits which they may deem it not prudent to divide.

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

150. *Capitalization of Reserve.*—The Company in General Meeting may, at any time and from time to time, pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend, and (a) for the time being standing to the credit of any reserve fund or reserve account of the Company, including premiums received on the issue of any shares or debentures of the Company, or any sum arising from any operation creating an excess of assets on capital account, or (b) being undivided nett profits in the hands of the Company be capitalized, and that such sum be set free for distribution and be appropriated as capital to and amongst the ordinary Shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the ordinary shares, and in such manner as the resolution may direct, and such resolution shall be effective provided that such powers shall not be exercised unless recommended by the Board, and the Directors shall in accordance with such resolution, apply such sum in paying up in full (or, with the consent of all the ordinary Shareholders, in part) any unissued shares or debentures, or other obligations of the Company on behalf of the ordinary Shareholders aforesaid, and appropriate such shares or debentures, or other obligations, and distribute the same credited as fully paid up (or, as the case may be, partly paid up) amongst such Shareholders in the proportions aforesaid in satisfaction of their shares and interests in the said capitalized sum, or shall apply such sum or any part thereof on behalf of the Shareholders aforesaid in paying up the whole or part of any uncalled balance, which shall for the time being be unpaid in respect of any issued ordinary shares held by such Shareholders, or otherwise deal with such sum as directed by such resolution. Where any difficulty arises in respect of any such distribution, the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates fix the value for distribution of any shares or debentures, or other obligations, make cash payments to any Shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures, or other obligations in trustees upon such trusts for the persons entitled to share in the appropriation and distribution, as may seem just and expedient to the Directors.

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

152. *No Shareholder to receive Dividend while Debt due to Company.*—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.

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

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

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

156. *Shares held by a Firm.*—Every dividend 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.

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

#### AUDIT.

158. *Accounts to be Audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.

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

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

161. *Retiring Auditors eligible for Re-election.*—Retiring auditors shall be eligible for re-election.

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

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

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

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

## NOTICES.

166. *Notices how Authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agents or Secretaries, or other persons appointed by the Board to do so.

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

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

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

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

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

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

## ARBITRATION.

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

## EVIDENCE.

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

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

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

176. *Distribution.*—If the Company shall be wound up and there shall be any surplus assets after payment of all debts and satisfaction of all liabilities of the Company, such surplus assets shall be applied, first, in repaying to the holders of the preference shares (if any), the amounts that may be due to them, whether by way of capital only or by way of capital and dividend or arrears of dividend or otherwise in accordance with the rights, privileges, and conditions attached thereto, and the balance in repaying to the holders of the ordinary shares the amounts paid up or reckoned as paid up on

such ordinary shares. If after such payments there shall remain any surplus assets, such surplus assets shall be divided among the ordinary Shareholders in proportion to the capital paid up, or reckoned as paid up, on the shares which are held by them respectively at the commencement of the winding up, unless the conditions attached to the preference shares expressly entitle such shares to participate in such surplus assets.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at the places and on the days and dates hereinafter mentioned :

JANET HAMILTON.

DONALD E. HAMILTON

H. DENHOLM NICHOLSON.

LYCETT GARDNER.

THEO. GARDNER.

LESLIE W. F. DE SARAM.

JOHN A. LORAM.

Witness to the signature of DONALD EDWARD HAMILTON, at Badulla, this 8th day of January, 1928 :

HENRY K. S. KEYT,  
Proctor, Supreme Court, Badulla.

Witness to the signature of HAROLD DENHOLM NICHOLSON, at Oodoowera estate, Demodera, this 8th day of January 1928 :

HENRY K. S. KEYT,  
Proctor, Supreme Court, Badulla.

Witness to the signatures of LYCETT GARDNER and THEOTHILA MARY GARDNER, at Badulla, this 11th day of January, 1928 :

HENRY K. S. KEYT,  
Proctor, Supreme Court, Badulla.

Witness to the signature of JANET HAMILTON, at Kandy, this 13th day of January, 1928 :

NIGEL I. LEE,  
Proctor, Supreme Court, Kandy.

Witness to the signatures of JOHN ANNING LORAM and LESLIE WILLIAM FREDERICK DE SARAM, at Colombo, this 16th day of January, 1928 :

J. A. MARTENSZ,  
Proctor, Supreme Court, Colombo.

## MEMORANDUM OF ASSOCIATION OF THE MOLA ELIYA COCONUT ESTATE COMPANY, LIMITED.

1. The name of the Company is "THE MOLA ELIYA COCONUT ESTATE COMPANY, LIMITED."

2. The registered office of the Company is to be established in Colombo.

3. The object for which the Company is to be established are—

- (a) To purchase from the proprietors thereof the Mola Eliya estate, situate in the District of Kurunegala, North-Western Province, in Ceylon.
- (b) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in coconut, 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 share 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 coconut and coffee curing mills, tea and rubber factories, cacao, 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 coconuts, tea, rubber, cacao, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such coconuts, tea, rubber, cacao, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in coconuts, tea, rubber, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of coconuts, tea, rubber, cacao, chocolate, 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 and retail.
- (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of coconuts, tea, rubber, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail; and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof; and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
- (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other Company or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To amalgamate with any other company having objects altogether or in part similar to this Company.
- (v) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any 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.
- (w) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (x) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (y) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (z) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z 1) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 2) To pay for any lands and real or personal, immovable or movable, estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares, or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 3) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company of any kind sold or otherwise disposed of by the Company, or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 4) To distribute among the Shareholders in specie any property of the Company whether by way of dividend or upon a return of capital, but so that no distribution amounting to a reduction of capital be made, except with the sanction for the time being required by law.
- (z 5) To do all such other things as shall be incidental or conducive to the attainment of the objects above mentioned or any of them, or any one or more of the objects aforesaid, it being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "Company" includes companies or corporations, and the word "person" any number of persons, and that the other objects in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Eight hundred thousand Rupees (Rs. 800,000), divided into Eighty thousand (80,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. F. PARFITT, Colombo .. .. .	One
J. F. SIBBALD, Colombo .. .. .	One
E. O. MACKWOOD, Colombo .. .. .	One
C. R. BROCKLEHURST, Colombo .. .. .	One
R. P. L. ROSS, Colombo .. .. .	One
W. D. MORTON, Colombo .. .. .	One
J. C. KELLY, Colombo .. .. .	One

Dated at Colombo, this 13th day of January, 1928.

Witness to the above signatures :

FRED. DE SABAM,  
Proctor, Supreme Court.

## ARTICLES OF ASSOCIATION OF THE MOLA ELIYA COCONUT ESTATE 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 Mola Eliya Coconut Estate 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.

"Shareholder" means any person whose name is entered in the Register of Shareholders as owner or joint owner of any share in the Company.

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

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

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

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

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

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

"Month" means a calendar month.

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

Words importing the singular number only include the plural, 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 whereby 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 the Mola Eliya Coconut estate, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors, nor shall any claim be made on any of the vendors on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

## CAPITAL.

4. The nominal capital of the Company is Eight hundred thousand Rupees (Rs. 800,000), divided into 80,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

## SHARES.

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

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

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

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

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

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 38 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.

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.

21. The certificate of shares registered in the names of two or more persons not a firm shall be delivered to the person first named on the register.

#### CALLS.

22. 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 six 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.

23. 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.

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

25. 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.

26. 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.

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

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

29. 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.

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

31. 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 30, shall register the transferee as a Shareholder and retain the instrument of transfer.

32. 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.

33. 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.

34. 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.

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

36. 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.

37. If any person who shall become entitled to be registered in respect of any share under clause 36, 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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 41 hereof, shall be redeemable after sale or disposal.

45. 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-holder 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.

46. 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.

47. 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.

48. A certificate in writing under the hands of one of the Directors and of the Secretary or Secretaries that the power of sale given by clause 46 has arisen and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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, 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 Two hundred thousand (Rs. 200,000).

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

55. 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.

56. 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.

57. 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 MEETING.

58. 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.

59. 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.

60. 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.

61. 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.

62. 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.

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

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

65. 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 object 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.

66. 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.

67. 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.

68. 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.

69. 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.

70. 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.

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

72. 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.

73. 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.

74. 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.

75. 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.

76. 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.

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

78. 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.

79. 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 person, unless such person shall have been registered as a Shareholder.

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

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

82. 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.

83. 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.

84. 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 Mola Eliya Coconut Estate 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 \_\_\_\_\_.

85. 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.

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

DIRECTORS.

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

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

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

89. The first Directors shall be Howard Frank Parfitt of Colombo and L. M. W. Wilkins of Bentota, Ceylon. 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.

90. One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors, and (or) Visiting Agent or Agents of the Company 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, Managing Director or Managing Directors, and (or) Visiting Agent or Agents.

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

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

ROTATION OF DIRECTORS.

91. At the First Ordinary General Meeting of the Company all the Directors shall retire from office, and at the First Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in clause 92.

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

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

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

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

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

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

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

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

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

101. Every Director or officer of the Company, and his heirs, executors, and administrators shall be indemnified by the Company from all losses and expenses incurred by him in or about the discharge of his duties, except such as happen from his respective 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 vested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own wilful act or default.

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

## DISQUALIFICATION OF DIRECTORS.

103. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, or Secretary of the Company.
- (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 99.
- (f) If he ceases to ordinarily reside in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

## POWERS OF DIRECTORS.

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

105. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents, and secretary or secretaries of the Company to be appointed by the Directors, subject to the provisions of Article No. 123 for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

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

112. In furtherance and not in limitation of, and without prejudice, to the general powers conferred or implied in the last preceding 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 release such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

#### AGENTS AND SECRETARIES.

123. (a) The firm of Mackwoods, Limited, shall be the first Agents and Secretaries of the Company.

(b) Unless and until otherwise mutually arranged the Agents and Secretaries shall be entitled to receive by way of remuneration a sum not exceeding Rs. 5,000 per annum in addition to the customary commission and charges usually charged by estate agents in Colombo.

#### ACCOUNTS.

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

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

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

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

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

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

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

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

#### AUDIT.

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

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

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

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

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

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

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

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

139. 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.

140. 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 profit of the Company will be sufficient to justify such interim dividend or bonus.

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

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

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

144. 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.

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

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

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

152. 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.

153. 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.

154. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 150 shall not be entitled to be given any notices.

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

## ARBITRATION.

155. Whenever any question or other matter whatsoever arises in dispute between the Company and any other company or person, the same may be referred by the Directors to arbitration.

## EVIDENCE.

156. 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.

157. 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.

158. 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, 1860, and of the Ceylon Ordinance, 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 :

H. F. PARFITT.  
J. F. SIBBALD.  
E. O. MACKWOOD.  
C. R. BROCKLEHURST.  
R. P. L. ROSS.  
W. D. MORTON.  
J. C. KELLY.

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



## MEMORANDUM OF ASSOCIATION OF THE VAIKUNDAM COMPANY, LIMITED.

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1. THE name of the Company is "THE VAIKUNDAM 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—
    - (1) To purchase or otherwise acquire as on and from the 1st day of January, 1928, Vaikundam estate, situated in Kaliyal Pakuthy, Vilavankod Taluk, in the State of Travancore in India.
    - (2) To purchase, take on lease or in exchange, hire or otherwise acquire, any lands, concessions, ~~states~~, plantations, and properties in India, the Island of Ceylon, the Federated Malay States, or elsewhere and any right of way, water rights and other rights, privileges, easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
    - (3) To hold, use, clear, open, plant, cultivate, work, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable, estates or property, and assets of any kind of the Company, or any part thereof.
    - (4) To plant, grow, and produce rubber, tea, coconuts, coffee, cinchona, cacao, cardamoms, rhea, ramie and other natural products or produce of any kind in India, the Island of Ceylon, the Federated Malay States, or elsewhere.
    - (5) To treat, cure, prepare, manipulate, submit to any process of manufacture, and render marketable (whether on account of the Company or others) rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid, or any articles or things whatsoever; to buy, sell, export, import, trade, and deal in tea, rubber, coconut produce, coconuts, coffee, and other products, wares, merchandise, articles, and things of any kind whatsoever, either in a prepared, manufactured or raw state, and either by wholesale or retail.
    - (6) To carry on in India, the Island of Ceylon, the Federated Malay States, or elsewhere all or any of the following businesses, that is to say: planters of rubber, tea, coconuts, coffee, or any other such products or produce as aforesaid in all its branches; carriers of passengers and goods by land or by water or by air; forwarding agents, merchants, exporters, importers, traders, engineers, tug owners and wharfingers, proprietors of docks, wharves, jetties, piers, warehouses, boats, vans, aeroplanes, and hydroplanes; and any other business which can or may conveniently be carried on in connection with any of them.
    - (7) To acquire or establish and carry on any other business, manufacturing, shipping, or otherwise, which can be conveniently carried on in connection with any of the Company's general business; to apply for, purchase, or otherwise acquire any patents, *brevets d'invention*, concessions, and the like conferring an exclusive or non-exclusive or limited right to use, or any information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated, directly or indirectly, to benefit the Company; and to use, exercise, develop, grant licences in respect of, or otherwise turn to account, the property, rights, and information so acquired.
    - (8) To purchase rubber, tea leaf, coconuts, coffee and (or) other raw products or produce for manufacture, manipulation and (or) sale.
    - (9) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits, or products, and generally to carry on the business of mining in all its branches.
    - (10) To purchase, take in exchange, hire, or otherwise acquire and hold boats, barges, tugs, launches, vans, aeroplanes, hydroplanes, omnibuses, carriages, carts, and other vehicles of any description whatsoever; and to purchase, take in exchange, hire, or otherwise acquire and hold all live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water or by air, of proprietors of docks, wharves, jetties, piers, warehouses and boats, of tug-owners and wharfingers, or of any other business which can or may conveniently be carried on in connection with the above respectively.
    - (11) To build, make, construct, equip, maintain, improve, alter, and work rubber and tea factories, coconut and coffee curing mills, manufactories, refineries, laboratories, buildings, erections, roads, ways, bridges, railways, tramways, electric light and power canals, reservoirs, water works, water-courses, wells, pipe lines, furnaces, gas works, piers, docks, wharves, jetties, and other works, and conveniences, which may be necessary or convenient for the purposes of the Company, or may seem calculated, directly or indirectly, to advance the Company's interest; and to contribute to, subsidize, or otherwise assist or take part in the construction, improvement, maintenance, working, management, carrying out, or control thereof.
    - (12) To act as agents for, and to manage, supervise, or control the business, plantations, estates, property, or operations of any person, company, or undertaking, or any property in which the Company may be interested, and to act as secretaries of other companies, and to lend or advance money to such persons or companies, and on such terms as may from time to time seem expedient, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bills of lading, dock warrants, stocks, shares, bonds, and securities of all kinds and book debts.
    - (13) To act as agents for the loan, repayment, transmission, collection, and investment of money, and for the purchase, sale, improvement, development, and management of property, including business concerns and undertakings, either in India, the Island of Ceylon, or elsewhere.
    - (14) To transact or carry on all kinds of trust and agency business, and in particular in relation to the investment of money, the sale of property, and the collection and receipt of money.
    - (15) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rate as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.

- (16) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the officials or employees or ex-officials or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons, and to grant pensions and allowances to such persons or their dependents or connections, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object, and to make gifts and bonuses to persons in the employment of the Company.
- (17) To enter into any arrangements with any authorities, government, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (18) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as, directly or indirectly, to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of, and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.
- (19) To form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this Company or for any other purpose which may seem, directly or indirectly calculated to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such company or companies, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares, stock, debentures, debenture stock, or other securities of this or any such company, or in or about the formation or promotion of any such company.
- (20) To procure the Company to be registered or established or authorized to do business in India, the Island of Ceylon, the Federated Malay States, or elsewhere.
- (21) 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, policies, stocks, shares, debentures or book debts, or without any security at all.
- (22) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stocks, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (23) Generally to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (24) To undertake and execute any trusts, and to undertake the office of trustee, and to co-operate with executors and trustees in the financial administration of any estate or trust, and to undertake the office of director, receiver, liquidator, treasurer, or attorney, and to keep for any company, authority, or body any register relating to any stocks, funds, shares, or securities, and to undertake any duties in relation to the registration of transfers, the issue of certificates, or otherwise.
- (25) To cause or permit any debentures, debenture stock, bonus, 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.
- (26) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (27) 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.
- (28) To make, draw, accept, endorse, negotiate, purchase, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (29) To sell, let, underlet, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, abandon, or otherwise deal with all or any part of the property and rights of the Company whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (30) To pay for any lands and real or personal, immovable or movable estate, property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company; and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise, howsoever, with power to issue any shares either as fully paid up or partly paid up for such purpose.
- (31) To accept as consideration for the sale or disposal of any lands, and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up) of any company, or debentures or debenture stock, or obligations of any Company or person, or partly one and partly any other.
- (32) 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.
- (33) To do all or any of the above things in any parts of the world, and either as principals, agents, trustees, or otherwise, and by trustees, sub-contractors, agents, or otherwise, and either alone or in conjunction with others.
- (34) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them or otherwise likely in any respect to be advantageous to the Company, and in case of doubt as to what shall be so necessary, incidental, conducive, convenient or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions, and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares in accordance with the regulations for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
H. G. P. MADDOCKS, Colombo .. .. .	One
J. W. THOMPSON, Colombo .. .. .	One
J. A. CLUBB, Colombo .. .. .	One
A. D. GREGORY, Colombo .. .. .	One
E. J. MOTT, Colombo .. .. .	One
LESLIE W. F. DE SARAM, Colombo .. .. .	One
J. A. MARTENSZ, Colombo .. .. .	One
Total number of shares taken .. .. .	Seven

Witness to the above signatures, at Colombo, this 7th day of February, 1928 :

STANLEY F. DE SARAM,  
Proctor, Supreme Court, Colombo.

#### ARTICLES OF ASSOCIATION OF THE VAIKUNDAM COMPANY, LIMITED.

It is agreed as follows:—

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

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

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

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

#### INTERPRETATION.

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

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

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

*Special Resolution*.—"Special Resolution" has the meaning assigned thereto by the Ordinance.

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

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

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

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

*Shareholder*.—"Shareholder" means a Shareholder of the Company.

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

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

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

*Dividend*.—"Dividend" includes bonus.

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

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

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

**Month.**—“Month” means a calendar month.

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

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

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

5. Subject to the preceding Article any words defined in the Ordinance shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

#### BUSINESS.

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

7. **Acquisition of Vaikundam Estate.**—The basis on which this Company is established is that the Company shall purchase or otherwise acquire the estate called and known as Vaikundam, situate in Kaliyapakkuthy, Vilavankod Taluk, in the State of Travancore in India, as on and from the 1st day of January, 1928, and accordingly no objection shall be made by this Company, or by any Shareholder, creditor or liquidator thereof, to the said purchase or acquisition upon the ground that the vendors, promoters, or other persons interested, or any of them stand in a fiduciary position towards this Company, or that there is in the circumstances no independent Board of this Company, and any Director of this Company who is interested therein shall be entitled to retain and dispose of for his own use all benefits (if any) accruing to him, directly or indirectly, under or by virtue of the said purchase or acquisition, and the said purchase or acquisition shall not be liable to be set aside on any such grounds as aforesaid or upon any ground in anywise connected therewith, and every Shareholder of the Company present and future shall be deemed to join the Company on the basis aforesaid.

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

#### CAPITAL.

9. **Nominal Capital.**—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.

#### SHARES.

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

11. **Commission and Brokerage for placing Shares, &c.**—The Directors may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures, or debenture stock of the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures, or debenture stock of the Company. Such commission may, if thought fit, be paid in fully paid shares, debentures, or debenture stock of the Company. The Directors may also pay such brokerage as may be lawful.

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

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

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

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

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

17. **One of Joint-Holders other than a Firm may give Receipts; only one of Joint-Holders resident in Ceylon entitled to Vote.**—Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share; but only one of such joint-holders shall be entitled to the right of voting and of appointing 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 appoint proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares in respect of such joint-holding shall vote or appoint 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 in respect of such joint-holding then resident in Ceylon shall vote or appoint proxies and exercise all such rights and powers as aforesaid.

18. **Survivor of Joint-Holder, other than a Firm, only recognized.**—In case of the death of any one or more of the joint-holders, other than a firm, of any share, the survivor shall be the only person recognized by the Company as having any title to, or interest in, such share, but nothing herein contained shall release the estate of a deceased joint-holder from any liability in respect of any share jointly held by him.

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

20. *Trusts or any interest in Share other than that of Registered Holder or of any Person under Article 40 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 40 to become a Shareholder in respect of any share.

#### INCREASE OF CAPITAL.

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

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

23. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the special resolution creating the increase of capital, all new shares shall be offered to the Shareholders, in accordance with their rights and subject, in the case of preference shares or shares of any particular class, to any limitations as to participating in any issue of shares which may attach to such preference shares or shares of such particular class as nearly as possible in proportion to the existing shares held by them. Such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them in payment of any estates or lands or other property purchased or acquired by the Company, or for services rendered or to be rendered to the Company, without first offering such shares to the registered Shareholders for the time being of the Company.

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

#### REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

#### SHARE CERTIFICATES.

26. *Certificates how Issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the distinctive number of the share in respect of which it is issued, and the amount paid thereon, provided that in the case of shares registered in the names of two or more persons other than a firm 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.

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

28. *Renewal of Certificate.*—If any certificate be worn out or defaced, then upon production thereof to the Directors they may order the same to be cancelled and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the person entitled to such lost or destroyed certificate. A sum of Fifty Cents together with the amount of any costs and expenses which the Company has incurred in connection with the matter, shall be payable for such new certificate.

#### TRANSFER OF SHARES.

29. *Transfer of Shares.*—Subject to the restriction of these Articles, any Shareholder may transfer all or any of his shares by instrument in writing.

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

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

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

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

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

35. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered, accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2.50, or such other sum as the Directors shall from time to time determine, must be paid: and thereupon the Directors, subject to the powers vested in them by Articles 33, 34, and 36, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

38. *Transfer Books when to be Closed.*—The Transfer Books may be closed during the fourteen days immediately preceding each Ordinary General Meeting, including the First Ordinary General Meeting; also, when a dividend is declared, for the three days next ensuing the meeting; also at such other times as the Directors may decide, not exceeding in the whole twenty-one days in any one year.

#### TRANSMISSION OF SHARES.

39. *Title to Shares of Deceased Holder.*—Subject and without prejudice to the provisions of Article 18 hereof the executors, or administrators, or the heirs of a deceased Shareholder shall be the only person recognized by the Company, as having any title to shares of such Shareholder.

40. *Registration of Persons entitled to Shares otherwise than by Transfer.*—Any curator of any minor Shareholder, any committee of a lunatic Shareholder or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or the marriage of any female Shareholder, or in any other way than by transfer, shall upon producing such evidence that he sustains the character in respect of which he proposes to act under this Article, or of his title, as may from time to time be required by the Directors, and with the consent of the Directors (which they shall not be under any obligation to give) be registered as a Shareholder in respect of such shares on payment of a fee of Rs. 2/50; or may subject to the regulations as to transfers hereinbefore contained, transfer the same to some other person.

41. *Failing such Registration, Shares may be sold by the Company.*—If any person who shall become entitled to be registered in respect of any share under Article 40, 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 the same either by public auction or private contract, and give a receipt for the purchase money; and the purchaser shall be entitled to be registered in respect of such share, and shall not be bound to inquire whether the events have happened which entitled the Company to sell the same; the nett proceeds of such sale, after deducting all expenses and all moneys in respect of which the Company is entitled to a lien on the shares so sold shall be paid to the person entitled thereto.

42. *Curator of Minor, &c., when not entitled to vote.*—The curator of a minor Shareholder, the committee or other legal guardian of any lunatic Shareholder, the husband of any female Shareholder not entitled to her shares as separate estate, and the executor or administrator or heir of any deceased Shareholder, shall not be entitled to receive notice of or to attend or vote at meetings of the Company or save as aforesaid, and save as regards the receipt of such dividends as the Board shall not elect to retain, to exercise any of the rights and privileges of a Shareholder, unless and until he shall have been registered as the holder of the shares.

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

51. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted, or otherwise disposed of under Article 48 hereof, shall be redeemable after sale or disposal.

52. *Company's lien on Shares.*—The Company shall have a first and paramount lien upon all the shares registered in the name of each Shareholder (whether solely or jointly with others), and upon the proceeds of sale thereof, for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment, or discharge thereof shall have actually arrived or not, and no equitable interest in any share shall be created except upon the footing and condition that Article 20 hereof is to have full effect, and such lien shall extend to all dividends from time to time declared in respect of such shares and to all moneys paid in advance of calls thereon. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien (if any) on such shares.

53. *Lien how made Available and Proceeds how Applied.*—For the purpose of enforcing such lien the Board may sell the shares subject thereto in such manner as they think fit, but no sale shall be made until such time as the moneys are presently payable, and notice in writing stating the amount due, and giving notice of intention to sell, in default shall have been served on such Shareholder or the person (if any) entitled by transmission to the shares and default shall have been made for seven clear days after such notice. The nett proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities, and engagements aforesaid, and the residue (if any) shall be paid to the Shareholder or the person (if any) entitled by transmission to the shares or who would be so entitled but for such sale. Should the Shareholder over whose share the lien exists be in England or elsewhere abroad, sixty days' notice shall be allowed him.

54. *Certificate of Sale.*—A certificate in writing under the hands of two of the Directors and of the agents or secretaries that the power of sale given by Article 53 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

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

#### PREFERENCE SHARES.

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

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

- (1) The holders of any class of shares by an extraordinary resolution passed at a meeting of such holders may consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or the abandonment of any preference or priority, or of any accrued dividend, or the 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.
- (2) All or any of the rights, privileges, and conditions attached to each class may be commuted, abrogated, abandoned, added to or otherwise modified by a special resolution of the Company in General Meeting, provided the holders of any class of shares, affected by any such commutation, abrogation, abandonment, addition, or other modification of such rights, privileges, and conditions, consent thereto, on behalf of all the holders of shares of the class, by an extraordinary resolution passed at a meeting of such holders.

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

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

#### CALLS.

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

60. *Calls, Time when made.*—A call shall be deemed to have been made at the time when the resolution authorizing the call was passed at a Board meeting of the Directors or was signed in terms of Article 130.

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

62. *Interest on Unpaid Call.*—If the sum payable in respect of any call or instalment is not paid on or before the day appointed for the payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalments shall have been due, shall pay interest for the same at the rate of 9 per centum per annum from the day appointed for the payment thereof to the time of the actual payment; but the Directors may, when they think fit, remit altogether or in part any sum becoming payable for interest under this Article. Any sum whether payable on account of the amount of the share or by way of premium which by the terms of allotment of a share is made payable upon allotment or at any fixed date, and any instalment of a call or premium shall, for all purposes of these presents, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these presents as to payment of interest and expenses, forfeiture, and the like, and all other the relevant provisions of these presents, shall apply as if such sum, premium, or instalment were a call duly made and notified as hereby provided.

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

#### BORROWING POWERS.

64. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained, from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, at such rate of interest and on such terms as the Directors think fit, but so that the amount at any one time owing in respect of principal moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of One hundred thousand Rupees (Rs. 100,000). The Directors shall with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors

may, for the purpose of securing the repayment of any such principal sum or sums of money so borrowed or raised, as aforesaid, and interest, create, and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes, or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued, either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article, and subscribed by two or more of the Directors, or by one Director and the agents or secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall, as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

#### MEETINGS.

65. *First General Meeting.*—The First General Meeting of the Company shall be held at such time, not being more than twelve months after the registration of the Company, and at such place as the Directors may Determine.

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

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

68. *When Extraordinary General Meeting to be Called.*—The Directors may, whenever they think fit, call an Extraordinary General Meeting, and the Directors shall upon a requisition made in writing by not less than one-seventh of the number of Shareholders holding not less than one-seventh of the issued capital and entitled to vote, forthwith proceed to convene an Extraordinary General Meeting of the Company and in case of such requisition the following provisions shall have effect:—

- (1) Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and deposited at the office, and may consist of several documents in like form each signed by one or more of the requisitionists. 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 deposit of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the requisitionists convening the meeting may themselves fix, but any meeting so convened shall not be held after three months from the date of such deposit.
- (2) If at any such meeting a resolution requiring confirmation at another meeting is passed, the Board shall forthwith convene a further Extraordinary General Meeting for the purpose of considering the resolution, and, if thought fit, of confirming it as a special resolution; and if the Board do not convene the meeting within seven days from the date of the passing of the first resolution, the requisitionists, or a majority of them in value, may themselves convene the meeting.

69. Any General Meeting (whether Ordinary or Extraordinary) convened by the Directors unless the time thereof shall have been fixed by the Company in General Meeting, or unless such General Meeting be convened in pursuance of such requisition as in Article 68 hereof mentioned may be postponed by the Directors by notice in writing, and the meeting shall subject to any further postponement or adjournment, be held at the postponed date for the purpose of transacting the business covered by the original notice.

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

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

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

73. *Business requiring, and not requiring, Notification.*—Every Ordinary General Meeting shall be competent, without special notice having been given of the purposes for which it is convened, or of the business to be transacted thereat, to receive and consider the profit and loss account (if any), the balance sheet of the Company, the reports of the Directors and Auditors, to elect Directors, Auditors and other officers in place of those retiring, to fix the remuneration of the Directors and Auditors, to sanction and declare dividends, and to transact any business which under these presents ought to be transacted at an Ordinary General Meeting, and shall also be competent to enter upon, discuss, and transact any business whatever of which special mention shall have been made in the notice upon which the meeting was convened.

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

75. *Quorum to be present.*—No business shall be transacted at a General Meeting, unless there shall be present in person at the commencement of the business two or more persons, being Shareholders entitled to vote, or persons being proxies or attorneys of Shareholders entitled to vote.



76. *If Quorum not present. Meeting to be dissolved or adjourned; adjourned Meeting to transact Business.*—If at the expiration of half an hour from the time appointed for the meeting the required number of persons shall not be present at the meeting, the meeting, if convened by or upon the requisition of Shareholders, shall be dissolved, but in any other case it shall stand adjourned to the same day in the next week at the same time and place; and no notice of such adjournment need be given.

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

78. *Business confined to Election of Chairman while Chair Vacant.*—No business shall be discussed at any General Meeting except the election of a Chairman whilst the Chair is vacant.

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

80. *Minutes of General Meeting.*—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.

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

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

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

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

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

86. *Number of Votes to which Shareholder Entitled.*—On a show of hands every Shareholder present in person or by attorney duly authorized shall have one vote only. In case of a poll every Shareholder present in person or by proxy or attorney shall have one vote for every share held by him.

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

88. *No Shareholder in Arrear to exercise Rights and no Shareholder in Arrear or not Registered at least Three Months previous to the Meeting to Vote.*—No person shall exercise any rights of Shareholder until his name shall have been entered in the Register of Shareholders and he shall have paid all calls and other moneys for the time being payable on every share in the Company held by him and no Shareholder shall be entitled to vote or speak at any General Meeting unless all calls due from him on his shares or any of them, shall have been paid; and no Shareholder other than the curator of a minor Shareholder, the committee of a lunatic Shareholder or the person becoming entitled to share in consequence of the death, bankruptcy, or liquidation of any Shareholder or the marriage of any female Shareholder shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

89. *Instrument of Proxy to be in Writing.*—Every instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or if such appointor is a corporation, under the common seal, or under the hands of some attorney of such corporation duly authorized in writing in that behalf.

90. *When Instrument of Proxy to be Deposited.*—The instrument appointing a proxy, with the letter or power of attorney (if any) under which it is signed, shall be deposited at the office at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting as the case may be at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

91. *When Power of Attorney to be Deposited.*—The power of attorney under which a person proposes to vote shall be deposited at the office for registration in the books of the Company at least forty-eight hours before the time appointed for holding the meeting or adjourned meeting as the case may be at which the person named in such power of attorney proposes to vote, otherwise the person so named shall not be entitled to vote in respect thereof.

92. *Form of Instrument of Proxy.*—Every instrument of proxy, whether for a specified meeting or otherwise shall, as nearly as circumstances will admit, be in the form of or to the effect following:

*The Vaikundam Company, Limited.*

I, \_\_\_\_\_, of \_\_\_\_\_, being a Shareholder of the Vaikundam Company, Limited, hereby appoint \_\_\_\_\_, of \_\_\_\_\_, or failing him \_\_\_\_\_, of \_\_\_\_\_, or failing him \_\_\_\_\_, of \_\_\_\_\_, as my proxy to vote for me and on my behalf, and if necessary to demand a poll at the (Ordinary or Extraordinary, as the case may be), General Meeting of the Company, to be held on the \_\_\_\_\_ day of \_\_\_\_\_, and at any adjournment thereof.

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

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

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

DIRECTORS.

95. *Number of Directors.*—The number of Directors shall never be less than three nor more than six. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies; but, in the event of a quorum of Shareholders not attending such meeting (which shall not be adjourned for the purpose of enabling a quorum to be present) the remaining Director shall himself appoint a Director to fill one of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another and if necessary enabling him to be placed on the Register of Shareholders.

96. *Qualification of Directors.*—The qualification of a Director shall be the holding in his own right alone, and not jointly with any other person of shares of the Company, of any class whether fully paid or partly paid, of the total nominal value of at least One thousand Rupees (Rs. 1,000) and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election.

97. *Remuneration of Directors.*—As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Two thousand Rupees (Rs. 2,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company. The Directors shall also be entitled to be repaid all travelling and hotel expenses properly incurred by them in or with a view to the performance of their duties.

98. *Appointment of First Directors and Duration of Their Office.*—The first Directors shall be Thomas Patrick Madden Alexander of Shaliacary, Punalur, Travancore; William Coombe of Colombo; Herbert William Roy Bertrand of Govinna state, Govinna; and Herbert George Parton Maddocks of Colombo, who shall hold office till the First Ordinary General Meeting of the Company, when they shall all retire, but shall be eligible for re-election.

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

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

101. *Board may fill up Vacancies.*—The Board shall have power at any time and from time to time before the First Ordinary General Meeting to supply any vacancies in their number arising from death, resignation, or otherwise.

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

103. *To Retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year one of the Directors for the time being shall retire from office as provided in Article 104.

104. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, and Fourth Ordinary General Meetings shall, unless the Directors otherwise arrange among themselves, be determined by ballot; in every subsequent year the Directors to retire shall be those who have been longest in office.

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

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

107. *Number of Directors how Increased or Reduced.*—The Company in 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 shall go out of office.

108. *If Election not made, Retiring Director to continue until next Meeting.*—If at any Meeting at which an election of a Director ought to take place the place of the retiring Director is not filled up, the retiring Director may continue in office until the next Ordinary General Meeting, 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.

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

110. *Directors may Contract with the Company.*—A Director or intending Director shall not be disqualified by his office from entering into a contract or arrangement with the Company, either as vendor, purchaser, manager, agent, broker, or otherwise, and no such contract or arrangement nor any contract or arrangement entered into by or on behalf of the Company with any person, firm, or company of or in which any Director shall be in any way interested shall be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding the office of Director, or of the fiduciary relation thereby established. Any Director so contracting, or being so interested as aforesaid, shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest, if his interest then exists, or in any other case at the First Board Meeting after the acquisition of his interest, and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid, and if he do so vote his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity or of security for advances or to a settlement or set-off of cross-claims, and it may at any time or times be suspended or relaxed, either prospectively or retrospectively, by a General Meeting. A general notice that a Director is a member of any specified firm or company, and is to be regarded as interested in any transaction with such firm or company, shall be sufficient disclosure under this Article, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

111. *When office of Director to be vacated.*—The office of Director shall *ipso facto* be vacated—

- (a) If he resign his office.
- (b) If he become bankrupt or insolvent, or suspends payment or file a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.

Provided that until an entry of his office having been so vacated be made in the minutes of the Board, his acts as a Director shall be as effectual as if his office were not vacated.

A Director may hold any other office or position under the Company in conjunction with his Directorship (other than that of Auditor) and on such terms with respect to remuneration and otherwise as the Directors shall determine, and a Director may by himself or his firm act in any professional capacity (other than that of Auditor) for the Company, and shall be entitled to remuneration accordingly as if he were not a Director.

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

#### INDEMNITY.

113. The Directors, Managing Director, managers, agents, auditors, secretaries, and other officers or servants for the time being of the Company and the trustees (if any) for the time being acting in relation to any of the affairs of the Company, and every of them, and every of their heirs, executors, and administrators shall be indemnified and secured harmless out of the assets and profits of the Company from and against all actions, losses, charges, damages, and expenses which they or any of them, their or any of their heirs, executors, or administrators, shall or may incur or sustain by or by reason of any contract entered into or any act done, concurred in, or omitted in or about the execution of their duty or supposed duty in their respective offices or trusts, except such (if any) as they shall incur or sustain by or through their own wilful act, neglect, or default respectively, and none of them shall be answerable for the acts, receipts, neglects, or defaults of the other or others of them, or for joining in any receipt for the sake of conformity, or for any bankers or other persons with whom any moneys or effects belonging to the Company shall or may be lodged or deposited for safe custody, or for any bankers, brokers, or other persons into whose hands any property or money of the Company may come, or for any defect of title of the Company to any property purchased, or for insufficiency or deficiency of or defect of title of the Company to any security upon which any moneys of or belonging to the Company shall be placed out or invested, or for any loss, misfortune, or damage resulting from any such cause as aforesaid, or which may happen in the execution of their respective offices or trusts, or in relation thereto, except the same shall happen by or through their own wilful neglect or default respectively.

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

#### POWERS OF DIRECTORS.

115. *To acquire Vaikundam Estate.*—The Directors shall have power to purchase or otherwise acquire as on and from the 1st day of January, 1928, the said Vaikundam estate, situated in Kaliyal Pakuthy, Vilavankod Taluk, in the State of Travancore in India.

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

117. *To acquire property, to appoint Officers, and pay Expenses.*—The Directors shall have power to purchase, take on lease, or in exchange, or otherwise acquire for the Company any estate or estates, land or lands, property, rights, options, or privileges which the Company is authorized to acquire at such price and for such consideration and upon such title:

and generally on such terms and conditions as they may think fit; and to make and they may make such regulations for the management of the business and property of the Company as they may from time to time think proper, and for that purpose may appoint such managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants for such period or periods and with such remuneration and at such salaries and upon such terms and conditions as they may consider advisable, and may pay the expenses occasioned thereby out of the funds of the Company, and may from time to time remove or suspend all or any of the managers, agents, secretaries, treasurers, accountants, buyers, and other officers, visiting agents, inspectors, superintendents, clerks, artisans, labourers, and other servants, for such reason as they may think proper and advisable and without assigning any cause.

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

119. *To open Banking Accounts and operate thereon, &c.*—The Directors shall have power to open on behalf of the Company any account or accounts with such bank or banks as they may select or appoint, and also by such signature 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.

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

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

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

- (1) To institute, conduct, defend, compound, or abandon any action, suit, prosecution, or legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company upon such securities and in such manner as they may think fit, subject to the provisions of Article 3 hereof, 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 investment.
- (6) From time to time to provide for the management of the affair of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annual or vary any such delegation. They shall not however be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated and compliance therewith shall be a condition precedent to the exercise of these powers.

#### PROCEEDINGS OF DIRECTORS.

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

124. *A Director may summon Meetings of Directors.*—A Director may at any time and the secretary shall at the request of a Director summon a meeting of Directors.

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

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

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

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

129. *Regulation of Proceedings of Committees.*—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.

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

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

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

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

#### COMPANY'S SEAL.

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

#### ACCOUNTS.

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

135. *Accounts how and when open to Inspection.*—The Directors shall from time to time determine whether, and to what extent and at what times and places, and under what conditions or regulations the accounts and books of the Company or any of them shall be 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 the Ordinance or authorized by the Directors or by a resolution of the Company in General Meeting.

136. *Profit and Loss Account and Balance Sheet to be furnished to General Meeting.*—At the Ordinary General Meeting in every year the Directors shall lay before the Company a profit and loss account and a balance sheet containing a summary of the property and liabilities of the Company for the period since the preceding account and balance sheet or in the case of the first account and balance sheet since the incorporation of the Company made up to a date not more than six months before such meeting.

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

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

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

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

140. *Division of Profits.*—Subject to the rights of holders of shares issued upon special conditions and to any arrangement that may be made by the Company to the contrary and subject as to shares not fully paid up to any special arrangement made as regards money paid in advance of calls and subject to the provisions of these presents as to reserve fund the profits of the Company shall be divisible among the Shareholders in proportion to the capital paid or credited as paid on the shares held by them respectively.

141. *Declaration of Dividends.*—The Company in General Meeting may declare a dividend to be paid to the Shareholders according to their rights and interests in the profits and may fix the time for payment. Provided always that if shares shall have been issued during the course of a financial year the holder thereof shall subject to any arrangement made by the Directors to the contrary only be entitled to have paid to him in respect of dividends on such shares a proportionate part of the dividends for such financial year calculated on the proportionate part of the year from the date on which such shares were allotted treating such dividends as earned rateably over the whole year. No dividend shall be payable out of the capital of the Company and the declaration of the Board as to the amount available for dividend shall be conclusive. No dividend shall exceed the amount recommended from time to time by the Board but the Company in General Meeting may declare a smaller dividend.

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

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

144. *Reserve Fund.*—Previously to the Directors paying or recommending any dividend on preference or ordinary shares, they may set aside out of the profits of the Company, such sum as they think proper as a reserve fund, and may invest the same in such securities as they shall think fit (subject to the provisions of Article 3 hereof) or place the same on fixed deposit in any bank or banks, and may from time to time deal with, vary, or realize such securities and dispose of all or any part thereof for the benefit of the Company. The Directors may divide the reserve fund into such special funds as they think fit, with full power to employ the assets constituting the reserve fund in the business of the Company, and that without being bound to keep the same separate from the other assets, and the Directors may also carry forward any profits which they may deem it not prudent to divide.

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

146. *Capitalization of Reserve.*—The Company in General Meeting may at any time and from time to time pass a resolution that any sum not required for the payment or provision of any fixed preferential dividend and on for the time being standing to the credit of any reserve fund or reserve account of the Company including premiums received on the issue of any shares or debentures of the Company or any sum arising from any operation creating an excess of assets on capital account or (b) being undivided net profits in the hands of the Company, be capitalized, and that such sum be set free for distribution and be appropriated as capital to and amongst the Shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the shares and in such manner as the resolution may direct and such resolution shall be effective provided that such powers shall not be exercised unless recommended by the Board, and the Directors shall in accordance with such resolution, apply such sum in paying up in full (or, with the consent of the Shareholders, in part) any unissued shares or debentures or other obligations of the Company on behalf of the Shareholders aforesaid, and appropriate such shares or debentures or other obligations and distribute the same credited as fully paid up (or, as the case may be, partly paid up) amongst the Shareholders in the proportions aforesaid in satisfaction of their shares and interests in the said capitalized sum, or shall apply such sum or any part thereof on behalf of the Shareholders in paying up the whole or part of any uncalled balance which shall for the time being be unpaid in respect of any issued shares held by such Shareholders or otherwise deal with such sum as directed by such resolution. Where any difficulty arises in respect of any such distribution the Directors may settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any shares or debentures or other obligations, make cash payments to any Shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures or other obligations in trustees upon such trusts for the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors.

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

148. *No Shareholder to receive Dividend while Debt due to Company.*—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.

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

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

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

152. *Shares held by a Firm.*—Every dividend 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.

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

#### AUDIT.

154. *Accounts to be Audited.*—The accounts of the Company shall from time to time be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors.

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

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

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

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

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

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

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

#### NOTICES.

162. *Notices how Authenticated.*—Notices from the Company may be authenticated by the signature (printed or written) of the Agents or Secretaries, or other persons appointed by the Board to do so.

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

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

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

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

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

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

## ARBITRATION.

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

## EVIDENCE.

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

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

171. *Purchase of Company's Property by Shareholders.*—Any Shareholder, whether a Director or not, or whether alone or jointly with any other Shareholder or Director, and any person not a Shareholder, may become the purchaser of the property of the Company or any part thereof in the event of a winding up or 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.

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

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names at Colombo, this 7th day of February, 1928.

H. G. P. MADDOCKS.

J. W. THOMPSON.

J. A. CLUBB.

A. D. GREGORY.

E. J. MOTT.

LESLIE W. F. DE SARAM.

J. A. MARTENSZ.

Witness to the above signatures :

STANLEY F. DE SARAM.  
Proctor, Supreme Court, Colombo.



**The Syston Estates Company of Ceylon, Limited.**

NOTICE is hereby given that the Twenty-second Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Saturday, February 25, 1928, at 11.30 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from February 15 to 26, 1928, both days inclusive.

By order of the Directors.

GEORGE STEUART & Co.,  
Colombo, February 14, 1928. Agents and Secretaries.

**The Rahatungoda Tea Company, Limited.**

NOTICE is hereby given that the Seventeenth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Thursday, March 1, 1928, at noon.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from February 21 to March 2, 1928, both days inclusive.

By order of the Directors.

GEORGE STEUART & Co.,  
Colombo, February 14, 1928. Agents and Secretaries.

**Ryans' Estates (of Ceylon), Limited.**

NOTICE is hereby given that the Twenty-first Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Thursday, March 1, 1928, at 12.30 P.M.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.
5. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from February 21 to March 2, 1928, both days inclusive.

By order of the Directors.

GEORGE STEUART & Co.,  
Colombo, February 14, 1928. Agents and Secretaries.

**The Shawlands Tea Company, Limited.**

NOTICE is hereby given that the Fourth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Friday, March 2, 1928, at 11.30 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor.

5. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from February 22 to March 3, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,  
Colombo, February 14, 1928. Agents and Secretaries.

**The Gangawatta Estates Company of Ceylon, Limited.**

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at 45, Queen street, Fort, Colombo, the registered office of the Company on Saturday, March 3, at 11.30 o'clock in the forenoon, for the purpose of considering and, if thought fit, passing the following resolutions:—

1. "That Article 81 of the Company's Articles of Association be altered by deleting therefrom the following words:—

'The qualification of a Director shall be the holding of shares or stock of the nominal amount of Rupees Five thousand (Rs. 5,000).'

and inserting in lieu thereof the following words:—

'The qualification of a Director shall be the holding of shares or stock of the nominal amount of Rupees Five hundred (Rs. 500).'

2. "That Article 63 of the Company's Articles of Association be altered by deleting therefrom the words 'fourteen days' and inserting in lieu thereof the words 'seven days.'"

3. "That the present Article 66 of the Company's Articles of Association be deleted and the following Article be substituted in lieu thereof:—

'66. *Quorum.*—In order to constitute a Meeting, whether Ordinary or Extraordinary there shall be present, either personally or by proxy or by attorney, two or more Shareholders.'

Should the above resolutions be duly passed by the requisite majority, the same will be submitted for confirmation to a further Extraordinary General Meeting which will be convened for the purpose.

By order of the Directors.

GEORGE STEUART & Co.,  
Colombo, February 17, 1928. Agents and Secretaries.

**The Colombo Hotels Company, Limited.**

NOTICE is hereby given that the Annual Meeting of the Shareholders of this Company will be held at the registered office of the Company, Grand Oriental Hotel, York street, Colombo, on Saturday, February 25, 1928, at noon.

*Business.*

1. To receive the report of the Directors and the statement of accounts for the year ended December 31, 1927.
  2. To declare a dividend.
  3. To elect two Directors.
  4. To appoint an Auditor.
- And any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 12 to 25, 1928, both days inclusive.)

By order of the Directors,

T. S. ROWE,  
Colombo, February 8, 1928. Secretary.

**Karandupona Estates Company, Limited.**

NOTICE is hereby given that the Seventh Ordinary General Meeting of Shareholders will be held at the registered office of the Company, York street, Colombo, on Tuesday, February 28, 1928, at 11 A.M.

*Business.*

- (1) To receive the report of the Directors and the accounts of the Company for the year ended December 31, 1927.

- (2) To declare a final dividend.
- (3) To appoint Auditors for the current year.
- (4) To transact any other business that may be duly brought before the Meeting.

By order of the Directors.

DODWELL & Co., LTD.,  
Colombo, February 10, 1928. Agents and Secretaries.

**The Ceylon and Eastern Investments, Limited.**

NOTICE is hereby given that the Eleventh Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Saturday, February 25, 1928, at 10 A.M.

*Business.*

- 1. To receive the report of the Directors and the accounts for the year ended December 31, 1927.
- 2. To declare a dividend.
- 3. To elect a Director.
- 4. To appoint an Auditor and to transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 18 to 25, 1928, inclusive.

By order of the Directors.

BOIS BROTHERS & Co., LTD.,  
Colombo, February 14, 1928. Agents and Secretaries.

**The Morakelle Rubber Company, Limited.**

NOTICE is hereby given that the Seventh Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Tuesday, February 28, 1928, at noon.

*Business.*

- 1. To receive the report of the Directors and the accounts for the year ended December 31, 1927.
  - 2. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from February 21 to 28, 1928, inclusive).

By order of the Directors.

BOIS BROTHERS & Co., LTD.,  
Colombo, February 14, 1928. Agents and Secretaries.

**The Jambulante Tea and Rubber Estates, Limited.**

NOTICE is hereby given that the Eighteenth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Thursday, March 1, 1928, at 2.30 P.M.

*Business.*

- 1. To receive the report of the Directors and the accounts for the year ended December 31, 1927.
- 2. To elect a Director.
- 3. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 24 to March 1, 1928, inclusive.

By order of the Directors.

BOIS BROTHERS & Co., LTD.,  
Colombo, February 14, 1928. Agents and Secretaries.

**The Ceylon Fisheries, Limited.**

NOTICE is hereby given that the First and Statutory General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Thursday, March 1, 1928, at noon.

- 1. To receive the report of the Directors and balance sheet made up to December 31, 1927.
- 2. To elect Directors.
- 3. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 24 to March 1, 1928, inclusive)

By order of the Directors.

BOIS BROTHERS & Co., LTD.,  
Colombo, February 14, 1928. Agents and Secretaries.

**The Maharajah Estates Company, Limited.**

NOTICE is hereby given that the Fourth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 96, Union place, Colombo, on Wednesday, February 29, 1928, at 11.15 A.M.

*Business.*

- 1. To receive the report of the Directors and the accounts for the year to December 31, 1927.
- 2. To declare a dividend.
- 3. To elect a Director.
- 4. To appoint Auditors for the current year.
- 5. To transact any other business that may be brought before the Meeting.

(The Share Transfer Books of the Company will be closed from February 22 to 29, inclusive).

By order of the Directors.

THE GALAHIA CEYLON TEA ESTATES  
AND AGENCY CO., LTD.,  
Colombo, February 13, 1928. Agents and Secretaries.

**The Lyegrove Rubber Company, Limited.**

NOTICE is hereby given that the Twelfth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 96, Union place, Colombo, on Wednesday, February 29, 1928, at 11.45 A.M.

*Business.*

- 1. To receive the report of the Directors and the accounts for the year to December 31, 1927.
- 2. To declare a dividend.
- 3. To elect a Director.
- 4. To appoint Auditors for the current year.
- 5. To transact any other business that may be brought before the Meeting.

The Share Transfer Books of the Company will be closed from February 22 to 29, inclusive.

By order of the Directors.

THE GALAHIA CEYLON TEA ESTATES  
AND AGENCY CO., LTD.,  
Colombo, February 13, 1928. Agents and Secretaries.

**The Girindi Ella Tea Company, Limited.**

NOTICE is hereby given that the Fourth Annual Ordinary General Meeting of the Shareholders of the Company will be held at the Company's registered office, Gaffoor's building, Main street, Colombo, on Tuesday, February 28, 1928, at noon.

*Business.*

- 1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.

2. To declare a dividend.
3. To elect a Director and appoint Auditors.
4. Any other business that may be duly brought before the Meeting.

Notice is hereby given that the Share Transfer Books of the Company will be closed from February 21 to 28, 1928, both days inclusive.

By order of the Directors,

MACKWOODS, LTD.,  
Colombo, February 17, 1928. Agents and Secretaries.

#### The Rayigam Company, Limited.

NOTICE is hereby given that the Thirty-second Annual Ordinary General Meeting of the Shareholders of the Company will be held at the Company's registered office, Gaffoor's building, Main street, Colombo, on Friday, March 2, 1928, at noon.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director and appoint Auditors.
4. Any other business that may be duly brought before the Meeting.

Notice is hereby given that the Share Transfer Book of the Company will be closed from February 25 to March 2, 1928, both days inclusive.

By order of the Directors,

MACKWOODS, LTD.,  
Colombo, February 17, 1928. Agents and Secretaries.

#### The Trafford Hill Rubber Estates, Limited.

NOTICE is hereby given that the Tenth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the Company's registered office, 19, Queen street, Fort, Colombo, on Thursday, March 8, 1928, at noon.

*Business.*

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year, and to transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 1 to 8, 1928, both days inclusive.

By order of the Directors,

HENDERSON & CO.,  
Colombo, February 17, 1928. Agents and Secretaries.

#### The Fairlawn Estates, Limited.

NOTICE is hereby given that the Seventeenth Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, 14, Prince street, Fort, Colombo, on Saturday, February 25, 1928, at 10.30 A.M.

*Business.*

(1) To receive and consider the annual statement of accounts and balance sheet and the report of the Directors for the past year.

- (2) To declare a dividend.
- (3) To elect a Director, in place of the one retiring, who offers himself for re-election.
- (4) To elect Auditors for 1928.
- (5) To transact any other ordinary business that may arise.

(In accordance with the Company's Articles of Association, the Transfer Books will be closed from February 20 to 25, 1928, both days inclusive.)

By order of the Directors,

HARRISONS & CROSFIELD, LTD.,  
Colombo, February 9, 1928. Agents and Secretaries.

#### The Aranayake Rubber Estates Company, Limited.

NOTICE is hereby given that the Twenty-first Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, 14, Prince street, Fort, Colombo, on Tuesday, February 28, 1928, at 3.30 P.M.

*Business.*

- (1) To receive and consider the annual statement of accounts and balance sheet and the report of the Directors for the past year.
- (2) To declare a dividend.
- (3) To elect a Director.
- (4) To elect Auditors for 1928.
- (5) To transact any other ordinary business that may arise.

(In accordance with the Company's Articles of Association, the Transfer Books will be closed from February 22 to 28, 1928, both days inclusive.)

By order of the Directors,

HARRISONS & CROSFIELD, LTD.,  
Colombo, February 6, 1928. Agents and Secretaries.

#### The Diwala (Kegalla) Rubber Company, Limited.

NOTICE is hereby given that the Eighteenth Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, 14, Prince street, Fort, Colombo, on Friday, March 9, 1928, at 2.30 P.M.

*Business.*

1. To receive and consider the annual statement of accounts and balance sheet and the report of the Directors for the past year.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for 1928.
5. To transact any other business that may be duly brought before the Meeting.

(The Share Transfer Books of the Company will be closed from March 2 to 9, 1928, both days inclusive.)

By order of the Directors,

HARRISONS & CROSFIELD, LTD.,  
Colombo, February 14, 1928. Agents and Secretaries.

#### Sir H. Dias' Coconut Estates, Limited.

NOTICE is hereby given that the Eighteenth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Monday, February 27, 1928, at noon.

*Business.*

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for 1928.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 18 to March 1, 1928, both days inclusive.

By order of the Directors,

LEWIS BROWN & CO., LTD.,  
Colombo, February 14, 1928. Agents and Secretaries.

#### The Stratheden Tea Company, Limited.

NOTICE is hereby given that the Fourteenth Annual General Meeting of the Company will be held at 11.30 A.M. on Thursday, March 1, 1928, at the registered office of the Company, Australia buildings, Colombo.

*Business.*

1. To receive the report of the Directors and accounts to December 31, 1927.

2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.

And transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 23 to March 1, 1928 (both days inclusive).

By order of the Directors.

CARSON & CO., LTD.,

Colombo, February 15, 1928. Agents and Secretaries.

**The Landsdowne Rubber Company, Limited.**

NOTICE is hereby given that the Eighteenth Annual General Meeting of the Shareholders will be held at 12 noon on Thursday, March 1, 1928, at the registered office of the Company, Australia buildings, York street, Colombo.

*Business.*

1. To receive the report of the Directors and accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.

And transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 23 to March 1, 1928, both days inclusive.

By order of the Directors.

CARSON & CO., LTD.,

Colombo, February 14, 1928. Agents and Secretaries.

**The Hatton Tea Company, Limited.**

NOTICE is hereby given that the Sixth Annual General Meeting of Shareholders of the Company will be held at the registered office of the Company, Hedges buildings, 76-77, Colpetty road, Colombo, on Monday, March 5, 1928, at 3 P.M.

*Business.*

1. To receive the report of the Directors and the accounts for the year 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 22 to March 6, 1928, both days inclusive.)

By order of the Directors.

LEE, HEDGES & CO., LTD.,

Colombo, February 14, 1928. Agents and Secretaries.

**The Lanka Rubber Company, Limited.**

NOTICE is hereby given that the Annual Ordinary General Meeting of Shareholders of the Company will be held at the registered office of the Company, Hedges buildings, 76-77, Colpetty road, Colombo, on Friday, March 9, 1928, at 12 noon.

*Business.*

1. To receive the report of the Directors and accounts of the Company for the year 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors and transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from February 27 to March 10, 1928, both days inclusive.

By order of the Directors.

LEE, HEDGES & CO., LTD.,

Colombo, February 15, 1928. Agents and Secretaries.

**Rye Estate Company of Ceylon, Limited.**

NOTICE is hereby given that the Fifth Ordinary General Meeting of Shareholders of this Company will be held at the office of the Colombo Commercial Company, Limited, Slave Island, Colombo, on Tuesday, February 28, 1928, at 8 A.M.

*Business.*

1. To receive the report of the Director and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director, and to confirm the appointment of the Hon. Mr. M. J. Cuffy, as a Director, as from January 1, 1928.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors.

COLOMBO COMMERCIAL CO., LTD.,

February 14, 1928. Agents and Secretaries.

**Agria Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Thirty-first Ordinary General Meeting of Shareholders of this Company will be held at the office of the Colombo Commercial Company, Limited, Slave Island, Colombo, on Tuesday, February 28, 1928, at 8.30 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors.

COLOMBO COMMERCIAL CO., LTD.,

February 14, 1928. Agents and Secretaries.

**Plakande Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Thirty-first Ordinary General Meeting of Shareholders of this Company will be held at the office of the Colombo Commercial Company, Limited, Slave Island, Colombo, on Thursday, March 1, 1928, at 9.30 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To consider and if thought fit, to pass the following resolution —

That the Directors be and they are hereby authorized to transfer to the Government of Ceylon for a public purpose a portion of the Company's Madulkelle estate, in extent 38.7 perches (described as lots 1 and 2 in preliminary plan No. 8,187, dated September 7, 1927) in exchange for a transfer by the Government of Ceylon in favour of the Company of an allotment of land called Madulkelle hospital premises in extent 28.8 perches (described as lots 3 and 4 in preliminary plan No. 8,187, dated September 7, 1927) and to sign all deeds, agreements, and other writings as the Directors shall in their absolute discretion think fit.

6. To transact any other business that may be duly brought before the Meeting.

By order of the Directors.

COLOMBO COMMERCIAL CO., LTD.,

February 14, 1928. Agents and Secretaries.

**The Bank of Uva, Limited.** 20/2/28 ✓

NOTICE is hereby given that the Twenty-first Annual General Meeting of the Shareholders of this Company will be held at the office of the Colombo Commercial Co., Ltd., Slave Island, Colombo, on Friday, March 2, 1928, at 2 P.M.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the Meeting.

(In accordance with the Company's Articles of Association, the Transfer Books will be closed from February 17 to March 5, 1928, both days inclusive.)

By order of the Directors,

COLOMBO COMMERCIAL CO., LTD.,  
Colombo, February 8, 1928. Secretaries.

**The Choisy Tea Company of Ceylon, Limited.**

NOTICE is hereby given that the Second Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, the National Mutual building, 54, Chatham street, Fort, Colombo, on Friday, March 9, 1928, at 11 A.M.

*Business.*

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 1 to 9, 1928, inclusive.

By order of the Directors,

LEECHMAN & CO.,  
Colombo, February 15, 1928. Agents and Secretaries.

**Pembroke Estate, Limited.** 16/2/28 ✓

NOTICE is hereby given that the Ninth Annual Ordinary General Meeting of Shareholders will be held at the offices of the Company, Gaffoor building, Main street, Colombo, on Saturday, February 25, 1928, at 10 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & CO., LTD.,  
Colombo, February 17, 1928. Agents and Secretaries.

**Midford (Ceylon) Tea Estates, Limited.**

NOTICE is hereby given that the Second Annual Ordinary General Meeting of Shareholders will be held at the office of the Company, Gaffoor building, Main street, Colombo, on Monday, February 27, 1928, at 12 noon.

*Business.*

1. To receive the report of the Directors and statement of accounts for the period ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & CO., LTD.,  
Colombo, February 17, 1928. Agents and Secretaries.

**Avilawella Tea and Rubber Company, Limited.**

NOTICE is hereby given that the Sixth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Monday, February 27, 1928, at 2.30 P.M.

*Business.*

1. To receive the report of the Directors and accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & CO., LTD.,  
Colombo, February 17, 1928. Agents and Secretaries.

**Dartonfield Estate, Limited.** 16/2/28 ✓

NOTICE is hereby given that the Tenth Annual Ordinary General Meeting of the Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Tuesday, February 28, 1928, at 11.15 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors, and transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & CO., LTD.,  
Colombo, February 17, 1928. Agents and Secretaries.

**The Lower Perak Coconut Company, Limited.** 17/2/28 ✓

NOTICE is hereby given that the Seventeenth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Tuesday, February 28, 1928, at 12 noon.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & CO., LTD.,  
Colombo, February 17, 1928. Agents and Secretaries.

**The Perak River Coconut Company, Limited.** 16/2/28 ✓

NOTICE is hereby given that the First Ordinary General Meeting of the Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Tuesday, February 28, 1928, at 3 P.M.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To elect Directors.
3. To appoint Auditors, and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & CO., LTD.,  
Colombo, February 17, 1928. Agents and Secretaries.

**The Moneragalla Rubber Company, Limited.** 18/2/28 ✓

NOTICE is hereby given that the Twenty-third Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Wednesday, February 29, 1928, at 11.15 A.M.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,  
GORDON FRAZER & Co., LTD.,  
Agents and Secretaries.

Colombo, February 17, 1928.

**Mylands Rubber Company, Limited.**

NOTICE is hereby given that the Eighth Ordinary General Meeting of the Shareholders of this Company will be held at Ambewatte House Slave Island, Colombo, on Monday, February 27, 1928, at 11 A.M.

*Business.*

1. To receive the report of the Directors and the accounts to December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business that may be properly brought before the Meeting.

By order of the Directors,  
CUMBERBATCH & Co.,  
Agents and Secretaries.

Colombo, February 14, 1928.

**The Gonagama Rubber Company (Ceylon), Limited.**

NOTICE is hereby given that the Twenty-second Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Monday, February 27, 1928, at 11.30 A.M.

*Business.*

1. To receive the report of the Directors and the accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current season.
5. To transact any other business that may be properly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 20 to 27, 1928, both days inclusive.)

By order of the Directors,

CUMBERBATCH & Co.,  
Agents and Secretaries.

Colombo, February 15, 1928.

**Auction Sale.**

UNDER mortgage decree in D. C., Colombo, case No. 19,715, sale at the spot on Friday, March 9, 1928, at 5 P.M. :—

All that allotment of land marked lot B on the plan called Kosgahawatta, situated at Madinnagoda in the Palle pattu of the Hewagam korale, District of Colombo, Western Province containing in extent 3 roods and 4 perches, exclusive of the reservation for a road passing through the lot.

Further particulars from Messrs. de Vos & de Saram, Proctors and Notaries, Fort. Colombo.

R. C. M-HEYZER,  
Auctioneer and Broker.

Phone 1681.

**Auction Sale.**

Two small Houses at St. James Street, Mutwal.

BY virtue of the commission issued to me in case No. 26,484, District Court Colombo, I will sell by public auction for the recovery of the amount stated in the decree, on March 12, 1928, at 5 P.M. at the spot

All that divided 1 share, marked lot No. 1 in plan thereof hereinafter referred to of all that land called

Jambugahawatta, together with the plantations and buildings standing thereon bearing assessment No. 34 now bearing assessment No. 3306/34 (1-2) situated at St. James street in Mutwal within the Municipality of Colombo, in the District of Colombo, Western Province; bounded on the north-east by the property of Mr. Tudor Rajapakse, Mudaliyar, on the south-east by the 1/2 share marked lot No. 2, on the south-west by the property of Pedroic Silva, and on the north-west by the property of Mr. Seneviratne and others; containing in extent 6 9/100 perches, according to the plan thereof dated January 26, 1914, made by P. F. Goonesekere, Licensed Surveyor.

A. C. KOELMEYER,  
Belmont street, Hulftsdorp. Auctioneer and Broker.

**Auction Sale under Mortgage Decree.**

Valuable Property at Junction of Armour Street and Grandpass Road and several Lands and Fields in Siyane Korale.

UNDER decree in D. C., Colombo, 24,805, and the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction at Colombo, at the premises firstly mentioned below, commencing at 4 P.M. on Saturday, March 10, 1928, the following lands and premises:—(1) Undivided half share of those contiguous allotments of land forming one property, consisting of lots 5, 6 and 7 being portions of the land described in title plan No. 28,222, formerly bearing assessment Nos. 1, 2 and 4, presently bearing assessment Nos. 12-14 (1-10) 931-933, Armour street and Grandpass, together with all the houses, timber sheds and other buildings thereon situated at the junction of Grandpass road and Armour street, within the Municipality of Colombo, containing in extent 1 rood and 19 97/100 perches, subject to the primary mortgage thereof created by bond No. 120, dated July 28, 1926, attested by George R. Motha, Notary Public, in favour of the plaintiff; (2) All that divided one-fourth share marked C of the land called Hedawakagahawatta, situated at Makola in Adikari pattu of the Siyane korale, Colombo District, in extent 2 roods and 15 perches; (3) All that divided one-fourth share marked E of the land called Hedawakagahawatta, situated at Makola aforesaid in extent 1 acre 3 roods and 24 perches; (4) Undivided one-half share of two contiguous portions of land marked A and C forming one property, called Millagahawatta, situated at Makola aforesaid in extent 2 roods and 38-68 perches; (5) Undivided one-half share of Millagahakumbura and the adjoining pillawa, situated at Makola aforesaid in extent 1 acre and 1-29 perches; (6) Undivided one-half share of Millagahakumbura and the adjoining pillawa, situated at Makola aforesaid, in extent 1 rood and 10-4 perches; (7) Undivided four-sixth shares of Gorakagahawatta marked lot A, situated at Makola aforesaid, in extent 4 acres 1 rood and 32 perches; (8) Undivided four-sixth shares of Gorakagahawatta marked letter A, situated at Makola aforesaid in extent 3 acres and 6 perches.

Further particulars from George R. Motha, Esq., Proctor and Notary, Colombo, or—

5, Hulftsdorp,  
February 16, 1928.

C. E. KARUNARATNA,  
Auctioneer.

Phone: 1627

**Auction Sale of Mortgaged Property.**

BY virtue of a commission issued to me in case No. 24,812, D. C., Galle, for the recovery of the sum of Rs. 1,275-93 with interest thereon at 9 per cent. per annum from October 28, 1927, till payment and costs of suit due from the defendant—(1) M. S. Sivasubramanyam and her husband (2) Agampodi Davitt, both of Gamm-eddegoda in Ratgam to the plaintiff K. N. S. P. P. K. N. Mutiah Chetty of Galle, presently in India, as per decree entered

therein, I shall sell by public auction on Tuesday, March 13, 1928, at 2 P.M. at the spot, the following property, to wit:—

An undivided  $\frac{1}{24}$  of 1/24 part of the soil and soil share trees, and an undivided  $\frac{3}{4}$  of 1/7 part of the planter's share of the 1 plantation of the land called Peduruwadurawatta, together with the entirety of the whitewashed tiled house, 33 feet in length and 28 feet in breadth, built by clay and bricks standing thereon, situated at Kapumbogoda in Ratgam in Wellaboda pattu Galle, containing about 4 acres in extent: bounded on the north by Bajumakankanangawatta, east by Yonwatta, south by Hamiadigawatta, west by Dehingawatta.

16/2/28 ✓ Auction Sale under Partition Decree.

BY virtue of a commission issued to me in partition case No. 22,472 of the District Court of Galle I shall sell on Saturday, March 31, 1928, commencing at 3 P.M. at the spot, the land called Pelawatta, situated at Gonapinuwala, in Wellaboda pattu of Galle District and containing in extent 2 acres and 15.5 perches. The said land will be sold in 5 separate lots. The sale will take place first among the co-owners, and if not bidder for or purchased by any co-owner the said premises will immediately thereafter be sold among the public. Further particulars from S. S. Weerasuriya, Esq., Proctor, Supreme Court, Galle.

February 10, 1928.

K. JOHN GABRIEL,  
Commissioner.

Ambalangoda

UPASIRI W. KODIKARA,  
Auctioneer and Broker.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c. 16/2/28 ✓

I hereby give notice that I have on November 18, 1927, applied to the Government Agent, Southern Province for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928:—

Schedule referred to.

Name and address of applicant: Philipuhewa Lewis Don William de Silva, The Central Stores and Pharmacy, Elpitiya.

Description of licence applied for: To sell medicated wine.

State whether application is for renewal of existing licence or for a new licence: For a new licence.

Situation of premises to be licensed: The Central Stores and Pharmacy, Elpitiya.

February 8, 1928.

P. L. D. W. DE SILVA.

SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."

SPECIFICATION.—Irrigation Works, Eastern Province.

SUPPLEMENTARY specification showing lands found to be capable of irrigation by Illakkantai Tank, in addition to the specification published in *Government Gazette* No. 7,491 of October 16, 1925, the names of proprietors, and the contributions payable in respect of each land.

Lands paying an Irrigation Rate of Rs. 2 per Acre per Annum liable to Variation at any Time and in accordance with such Conditions as to His Excellency the Governor seems fit.

Preliminary plan No. 5,503. Date of Sale: June 21, 1920.

No.	No. of Lot or Survey Reference.	Name of Allotment of Land or Field	Name of Owner	Extent.	Amount due.	Area exempted.	Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Exemption, and Amount Period of Exemption granted.		Total Amount recoverable.
								A. R. P.	Rs. c.	
57	1	Uppuvayal	K. Velluppillai	1 2 35	3 44	—	—	—	—	3 44

Preliminary plan No. 5,395. Date of Sale: September 26, 1921.

58	1	Illakantaikaddu	K. Vyramuttu Vanniah	4 1 32	8 90	—	—	—	—	8 90
				6 0 27	12 34					12 34

AMENDED SUMMARY.

	Extent.	Amount due.	Area exempted.	Amount exempted.	Total Amount recoverable.
(1) Total private lands paying an irrigation rate in perpetuity of Rs. 2 per acre per annum for five years from January 1, 1925, and which shall further be variable in accordance with the terms in scheme, published in <i>Government Gazette</i> No. 7,448 of February 27, 1925	232 3 7	485 53	3 3 6	7 57	457 90
(2) Total private lands paying an irrigation rate of Rs. 2 per acre per annum, liable to variation at any time, and in accordance with such conditions as to His Excellency the Governor seems fit	65 2 6	131 4	—	—	131 4
Total private lands	298 1 13	596 57	3 3 6	7 57	589 0
Deduct area exempted	3 3 6				
	294 2 7				

The Kachcheri,  
Trincomalee, December 22, 1927.

J. R. WALTERS,  
Assistant Government Agent.

## MISCELLANEOUS DEPARTMENTAL NOTICES.

WITH reference to the Notification appearing in the *Government Gazette* No. 7,616 of November 25, 1927, relating to the alteration of the Births and Deaths Registration Division of Meddemedaliya pattuwa, in the Kegalla District of the Province of Sabaragamuwa, it is hereby notified that the persons whose names appear in the subjoined schedule have been appointed, with effect from January 1, 1928, to be Registrars of Births and Deaths for the divisions noted opposite their names holding office in the places appearing in column 3.

Registrar-General's Office,  
Colombo, February 8, 1928.

C. COOMARASWAMY,  
Registrar-General.

### SCHEDULE.

*Province of Sabaragamuwa—Kegalla District.*

1. No. and Name of Registration Division.	2. Name of Registrar.	3. Place of Office.
12 (a) Rambukkana Division	.. Dr. James Arthur Weerackody	.. The Government Hospital, Rambukkana
Do.	.. Ginige James de Silva (Deputy Registrar)	do.
12 (b) Meddemedaliya pattuwa division	.. Edirisuri Mudiyansele Kiribanda	.. Handagamawatta in Handagama

### Registration of Building for Solemnization of Marriages.

IN pursuance of the provisions of section 12 of the Ordinance No. 19 of 1907, relating to the registration of Marriages other than the Marriages of Kandians or of Muhammadans, I, Chinnappa Coomaraswamy, Registrar-General of Ceylon, do hereby notify that the under-mentioned building, used as a place of public Christian worship, has been duly registered for the solemnization of marriages therein:

No.	Date of Registration.	Description.	Situation.	Minister, or Proprietor, or Trustee.	Religious Denomination on whose behalf the Building is registered.
456	.. February 8, 1928 ..	Chapel	.. Teleniya, Palispattu West, Pa'a Dumbara, Kandy District	Rev. D. L. Welikula, Minister and Trustee	Church of England

Registrar-General's Office,  
Colombo, February 8, 1928.

C. COOMARASWAMY,  
Registrar-General

### Vernacular School-Leaving Certificate Examination, November, 1927.

THE following candidates have passed the above examination held on November 25 and 26, 1927, in the following subjects, viz.: Reading, Dictation, Arithmetic, Composition, and Language, and in those additional subjects under which "p" is placed. The horizontal line "—" denotes failure. The small italic letters denote that the candidate to whose name they are prefixed was distinguished in the following subjects respectively:—

"a" Arithmetic, "cl" Composition and Language, "l" Literature, "d" Drawing.

#### SINHALESE.

*Agalawatta Centre.*

Index No	Name.	School.	Subjects.							
			Literature.	Geography.	History.	Sanitation.	Agriculture.	Drawing.	Needlework.	
2	.. Wijegoonaratna, D. T.	.. Kl/Tudugala G. B.	..	..	.. p ..	.. p ..	..	..	..	..
<i>Ambanpola Centre.</i>										
21	.. Pinchi Banda, H. M.	.. Ku/Kumbukwewa G. M.	..	..	.. p ..	..	.. p ..	..	..	..
<i>Dodampe Centre</i>										
35	.. Mudalihamy, K. M.	.. R/Hangomuwa G. M.	..	.. p ..	.. p ..	..	..	.. p ..	..	..
36	.. Piyasena, D. T. S.	.. do.	..	.. p ..	.. p ..	.. p ..	..	.. p ..	..	..
38	.. Punchimenika, J. M.	.. R/Dodampe G. M.	..	.. p ..	.. p ..	.. p ..	..	..	..	.. p
42	.. Madduma Banda, A. M.	.. R/Godakawela G. M.	..	.. p ..	.. p ..	..	..	..	..	..
<i>Galle Centre.</i>										
66	.. Jayasinghe, D. ..	.. Dagedera Jayawardana Bud. M	..	.. p ..	.. p ..	.. p ..	..	..	..	..
77	.. Piyadasa, H. A.	.. G/Mapalagama G. M.	..	.. p ..	.. p ..	..	..	.. p ..	..	..
86	.. Jayasinghe, U. A.	.. G/Nagoda G. B.	..	.. p ..	.. p ..	.. p ..	..	.. p ..	..	..
87	.. De Silva, W. G. O.	.. do.	..	.. p ..	.. p ..	..	..	.. p ..	..	..
98	.. Alexander, P. G.	.. G/Meepawala Bud. M.	..	.. p ..	.. p ..	.. p ..	..	..	..	..
103	.. Elias Peiris, M.	.. do.	..	.. p ..	.. p ..	.. p ..	..	..	..	..
<i>Gampaha Centre.</i>										
105	.. Peter Singho, ..	.. C/Mabima Bud. M.	..	.. p ..	..	.. p ..	..	..	..	.. p ..
108	.. Thegis, B. D.	.. do.	..	.. p ..	..	.. p ..	..	..	..	.. p ..
111	.. Lselawathi ..	.. C/Henegama G. G.	..	.. p ..	.. p ..	..	..	..	..	.. p
121	.. Agohamy, S.	.. C/Thalayagoda G. G.	..	.. p ..	..	.. p ..	..	..	..	.. p
155	.. Jayasuriya, J. A. C.	.. C/Kirillewela G. B.	..	.. p ..	.. p ..	.. p ..	..	.. p ..	..	..



Index No.	Name.	School.	Subjects.							
			Literature.	Geography.	History.	Sanitation.	Agriculture.	Drawing.	Needlework.	
156	Josie Lilian, H. D.	C/Kendaliyaddapaluwa G. G.	p		p	p				p
159	Milinson, K. D.	do.	p		p	p				p
172	Karunasekera, D. J. W.	C/Waragoda G. B.	p		p	p				p
174	Rodrigo, G.	do.	p		p	p				
201	Perera, M. R.	C/Mudungoda R. C. M.	p		p	p				p
207	Thomas, K. D.	C/Niwadama Bud. M.		p	p	p				
210	Weerasinghe, D. C.	do.	p	p	p	p				
214	Samarasinghe, M. C.	C/Waragoda G. G.	p		p	p				p
217	Somapala, I. G.	C/Kurikottuwa G. B.	p	p	p	p				
219	Goonasena, G. A.	C/Embaraluwa G. M.	p		p	p	p			
221	Salamon, P. D.	do.	p		p	p	p			
231	Lavarin Nona, K. A. D.	C/Siyabalape Bud. G.	p		p	p				p
237	Subetelis Appu, G.	C/Imbulgoda G. B.	p		p	p				
242	Akolis Appu, G.	do.			p	p				
249	Andiris Appu, J. D.	C/Batagama G. M.	p	p	p		p			
250	Wijesinghe, W. P.	do.	p	p	p					p
255	Charlis Perera, E.	do.	p	p	p		p			p
276	Punchi Banda, J. P.	Kg/Dorawaka G. B.	p	p	p	p	p			
292	Samarasinghe, D. M.	C/Keragala G. G.			p	p				p
293	Senanayaka, T. D. N.	C/Keragala G. B.	p		p	p	p			
299	Perera, M. M.	do.	p		p	p	p			
301	Emo Nona, Y. D.	C/Orutota Bapt. Mixed			p	p				
309	Siriwardana, R.	C/Wigoda G. B.	p	p	p	p	p			
325	Chandrawathi, S. D.	C/Imbulgoda G. G.			p	p				p
336	Wanasinghe, K. D.	Wigoda Bud. G.	p	p	p	p				p
337	Ratnawathi, K. D.	do.	p	p	p	p				
<i>Wadduwa Centre.</i>										
338	Goonetilleke, G. D. S.	Kg/Hatagoda G. G.			p	p				p
354	Aslin Nona, B.	Kl/Morantuduwa G. G.	p			p				p
359	Cicilyana, D.	Beruwala R. C. G.		p		p				p
377	Perera, G. A.	Kl/Molligoda Bud. M.				p				p
381	Mairal, P. J. N.	Kalamulla R. C. B.	p	p	p	p				
382	Savir, D. S.	do.			p	p				
402	Fernando, O. K. O. A.	Wadduwa R. C. G.	p							p
419	Jansohamy, L. D.	(Moragalla) Malamulla Bud. M.	p		p					p
423	Perera, D.	Kl/Wekada Bud. M.	p		p					p
427	Ferdinando, L. S.	do.			p	p				p
<i>Padukka Centre.</i>										
430	Haramanis, A. L. D.	Mullegama Bud. M.	p	p						
465	Senadir, D. K. R.	C/Hanwella G. A. V. B.				p				p
468	Perera, G. A. S.	do.	p		p	p				
503	Welikala, D. M.	Kl/Handapangoda G. B.	p	p	p	p	p			
504	Amerasinghe, S.	do.	p	p	p	p	p			p
505	James Singho, P. D.	do.		p	p	p	p			
549	Baron, K. D.	C/Pitipana G. B.		p						p
550	Jayawardana, K.	do.			p	p				p
551c	Romiel Sinno, K. D.	C/Batawala Bud. M.		p	p		p			
<i>Malawanbadda Centre.</i>										
560	Pedrick, G. K.	G/Hungantota G. B.					p	p		
562	William, M. K.	G/Hungantota G. B.		p			p			
565	Silva, S. A.	Kl/Warapitiya G. G.	p		p	p				p
577	Simon, B. W.	Kl/Halwala G. M.	p		p	p	p			
578	James, K. K.	do.	p	p	p	p	p			
597	Nandawathi, M.	Kl/Malawanbadda G. G.	p		p					p
605	Arachchi, D. R. M.	G/Amugoda G. B.				p	p	p		
607	De Silva, K. A.	do.	p	p		p				p
619	De Vaas, K. S. A.	Paityagala R. C. B.	p		p	p				
<i>Hikkaduwa Centre.</i>										
634	Daniel, W. L.	G/Elpitiya Bud. M.			p	p		p		
640	Silva, L. W. A.	G/Weragoda G. B.		p	p	p				p
641	Gurusinghe, P.	do.	p							p
<i>Horana Centre.</i>										
658	Namasena, S.	Kl/Wewita G. A. V. B.			p	p				p
661	Kannangara, D. E.	do.				p				p
662	Ariyadasa, U.	do.	p							p
682	Nomis Singho, J. D.	Kl/Meewanapalana G. B.	p		p		p			
687	Mary Nona, W. L.	Kl/Govinna G. G.	p							p
689	Goonetilleke, D. D.	do.	p			p				p
690	Jane Nona	Kl/Weediyagoda G. G.			p					p
695	Dassanayaka, D. B.	Kl/Bulathsinhala G. G.			p	p				p
697	Saranelis, P. D.	Kl/Govinna G. B.	p		p	p	p			
698	Aron Singho, G. T.	do.	p		p	p	p			
699	Juliyes Sinno, R. W.	do.	p	p	p	p	p			
<i>Kandy Centre.</i>										
708	Wijekoone, L. B.	K/Dedunupitiya G. M.	p	p	p	p	p	p		p
712	Silva, F. M.	Gampola Girls A. V. Boarding			p	p				p
722	Gunadasa, C.	Kandy Wes. A. V. G. Boarding			p	p				p
723	Jayasinghe, A. L.	do.			p	p				p

Index No.	Name.	School.	Subjects.							
			Literature.	Geography.	History.	Sanitation.	Agriculture.	Drawing.	Needlework.	
724	Karunaratna, P.	Katugastota Bapt. Mixed	p	—	—	p	—	—	p	—
733	Weerasinghe, L.	Nuwara Eliya Mixed (I. C. M.)	—	—	—	p	p	—	—	p
743	Karunadasa, K. R.	K/Atabage G. B.	p	p	—	p	—	—	—	—
754	Mudiyanse, M.	K/Galagedera G. B.	—	p	—	p	—	p	—	—
759	Martin, U. W.	K/Kadugannawa G. A. V. B.	—	—	—	p	p	—	—	—
761	Ukku Banda, G.	do.	—	—	p	—	—	—	—	—
768	James Singho, H. M.	Kandy Town School G. B.	—	—	—	p	p	—	p	—
783	De Alwis, D. B.	K/Peradeniya G. A. V. B.	—	—	—	p	p	—	—	—
785	Talawatura, K. B.	do.	—	—	—	p	p	—	—	—
787	Tikiri Banda, H. M.	do.	p	—	—	p	p	—	—	—
791	Wijeratna, H. M.	do.	p	—	—	p	p	—	—	—
793	Darsanayaka, L. B.	do.	p	—	—	p	p	—	—	—
794	Amunugama, P. B.	do.	p	—	—	p	p	—	—	—
795	Punchina, H. W.	do.	p	—	—	p	p	—	—	—
<i>Kirindiwela Centre.</i>										
802	Ranetunga, D. S.	C/Pasyala G. B.	p	—	—	p	—	p	—	—
807	Edmond, W. A.	do.	—	—	—	p	—	p	—	—
810	Alagiyawanna, D. D.	C/Kirindiwela G. B.	—	—	—	p	p	p	p	—
814	Ratnayaka, D. A.	do.	—	—	—	p	p	p	—	—
816	Goonesequera, W. P.	C/Kirindiwela G. B.	—	—	—	p	p	p	—	—
828	Senanayaka, D. J.	C/Kirindiwela G. G.	p	—	—	p	—	—	—	p
837	Balasu-riya, J. N.	do.	—	—	—	p	—	—	—	p
838	Josepin Nona, H. M.	do.	p	—	—	p	—	—	—	p
<i>Maligakanda Centre.</i>										
864	Perera, A.	Talangama Bud. M.	p	p	—	p	—	—	—	—
874	Sathirisinghe, M. J.	Kotahena Convent A. V. G.	p	—	—	—	—	—	p	p
891	Seelawansa, M.	C/Bollagala G. G.	p	—	—	p	—	—	—	—
893	Sally, W. D.	C/Maligakanda G. M.	p	—	—	p	p	—	—	p
894	Piyadasa, J.	do.	p	—	—	p	p	—	p	—
898	Sirisena, H.	do.	p	—	—	p	p	—	p	—
901	Samaranayaka, D. W.	do.	p	—	—	p	—	—	—	—
902	Perera, L. V.	Kotahena Girls' Free School	—	—	—	p	p	—	—	—
<i>Minuwangoda Centre.</i>										
949	Adikari, S. A.	Ullalapola Bud. B.	—	—	—	—	p	p	—	—
965	Thomas Singho, K. P.	Ng/Divulapitiya A. V. B.	—	—	—	p	p	—	—	—
972	Jayawardana, P. B. de S.	Ng/Heenatiyana G. B.	—	—	—	p	—	p	—	—
<i>Moratuwa Centre.</i>										
986	Abraham, R. D.	C/Weraha G. M.	p	—	—	p	—	—	p	—
987	Baby Nona, U.	do.	p	—	—	p	p	—	—	—
989	Gomis, H. H.	C/Moratamalla Bud. M.	—	—	—	p	p	—	—	—
997	Joseph, D.	Suduwella Wes. M.	—	—	—	p	—	—	—	—
1028	Wickramasinghe, L.	Moratuwa R. C. G.	—	—	—	p	—	—	—	—
1036	Roslin Nona, E. D.	C/Arawwala G. M.	p	—	—	p	—	—	—	—
1040	William Singho	C/Wewela G. B.	—	—	—	p	—	p	—	—
1058	Fernando, D. M. M.	Willorawatta R. C. M.	p	p	—	p	p	—	—	p
1059	De Silva, E. C.	do.	—	—	—	p	p	—	—	p
1060	Fernando, W. A. L.	Koralawella R. C. M.	—	—	—	p	p	p	—	—
1065	Peiris, M. P. S.	Lunawa R. C. M.	—	—	—	p	p	—	—	—
1087	Peiris, S. A.	Indibedde Bud. M.	—	—	—	p	p	—	—	p
1101	David, A. D.	C/Kesbewa G. B.	—	p	—	p	—	p	p	—
<i>Nattandiya Centre.</i>										
1131	Tammel, W. P. J.	Katuneriya R. C. B.	p	—	—	p	p	p	—	—
1132	Fernando, A. S.	do.	—	—	—	p	p	p	—	—
1133	Fernando, W. F.	do.	—	—	—	p	p	p	—	—
1153	Fernando, W. M.	Ch/Wennappuwa G. B.	—	—	—	p	p	p	—	—
1178	Siriwardana, L.	Ch/Kirimetiya G. G.	—	—	—	p	—	—	—	p
1184	Ratnayaka, A.	Ch/Kirimetiya G. B.	p	—	—	p	—	p	—	—
1186	Perera, A. P. M.	do.	p	—	—	p	—	p	—	—
<i>Negombo Centre.</i>										
1202	Margaret, K. D. S.	Dalugama R. C. G.	—	p	—	p	—	—	—	p
1204	Fonseka, K. J.	Bambukuliya R. C. B.	—	—	—	p	p	—	—	—
1206	Tissera, J. H. A. P.	Mellawagedera R. C. M.	p	—	—	p	p	—	—	—
1222	Catareenu, M. D.	Kongodamulla, R. C. B.	—	—	—	p	p	—	p	—
1235	Fernando, P. S.	Pitipana, R. C. B.	—	—	—	p	p	—	—	—
1259	Winifreda Hamy, D.	Katuwapitiya R. C. G.	—	p	—	p	—	—	—	—
<i>Nupe Centre.</i>										
1266	Perera, E.	Mr/Maddewatta, A. V. G. Boarding	p	—	—	p	p	—	—	p
1272	Ediriweera, A.	do.	—	—	—	p	—	—	—	p
1275	Dikkumburage, A.	do.	—	p	—	—	—	—	—	p
1284	Piyadasa, S.	Mr/Godapitiya G. B.	—	—	—	—	p	p	—	—

Index No.	Name.	School.	Subjects.						Needlework.	
			Literature.	Geography.	History.	Sanitation.	Agriculture.	Drawing.		
1294	Danister	Mr/Palolpitiya G. M.	p	—	p	p	p			
1295	Jayasekera, E.	do.	—	—	—	—	—		p	
1304	Edirintantri, M. S.	Mr/Kamburugamuwa East G. M.	—	—	p	p	p			
1312	Alsinahamy, B. H.	Nupe A. V. M.	—	—	p	—	—		p	
1322	Grace, K. P.	do.	p	p	p	p	—		p	
1325	Richard, H. M.	Weragampitiya Bud. M.	—	p	p	—	—		p	
1331	Rosa Mariya, W. A. D.	Matara R. C. G.	—	—	p	p	—		p	
1333	Jayawardena, D. C. L.	Mr/Ibbawela G. M.	p	p	—	—	p	p		
1356	Eminona, S. H.	Dondara Bud. Girls'	—	—	p	—	—	—	p	
1359	Gunadasa, W. G. M. M.	Dondara Bud. Boys'	p	p	p	—	—	—		
1360	Daniel Sinno, W. N. R.	do.	p	p	p	—	—	—		
1361	Wilmon Sinno, W. N. R.	do.	p	p	p	p	p	—		
<i>Passara Centre.</i>										
1381	Ratnayaka, P. B.	Bibile Wes. M.	p	—	p	—	—	—		
1383	Punchi Banda, H.	Bd/Bibilegama G. M.	p	p	p	—	p	p		
1385	Sudu Banda, B. H. M.	Bd/Buttala G. B.	—	p	p	—	p	—		
1386	Abeykone, A. M.	do.	—	p	p	—	p	—		
<i>Potuhera Centre.</i>										
1395	Ranasinghe, J.	Ku/Dambedeniya G. B.	p	—	p	p	p	p		
1396	Karunatilleke, M. P.	do.	—	—	—	—	—	—		
1400	Bastian, G.	Hewadiwela Wes. M.	p	—	p	p	p	—		
1415	Allis, H. K.	Talampitiya Wes. M.	—	p	p	—	p	—		
1419	Appuhamy, H. M.	Ku/Wadakada G. M.	—	—	p	—	—	p		
1420	Lamina, K.	do.	p	—	p	—	—	p		
<i>Ruwanwella Centre.</i>										
1448	Punchi Banda, K. A.	Kg/Galapitamada G. B.	p	p	—	p	p	p		
1449	Themis Appu, W. A.	do.	p	—	—	p	p	—		
1451	Wijewardana, P.	Kg/Pannila G. B.	p	p	p	—	p	—		
1458	Lily Nona	Kg/Niwatuwa G. G.	—	—	p	—	—	—	p	
<i>Teldeniya Centre.</i>										
1471	Weerasekera, D. B.	K/Teldeniya G. A. V. B.	—	p	p	p	—	—		
<i>Walagama Centre.</i>										
1491	Jubiel Sinno, L. M.	Kg/Ambepussa G. B.	—	p	p	p	p	—		
1492	Punchiduraya, W. P.	Kg/Aranayaka G. M.	p	p	p	—	—	—		
1495	Ranasinghe, P. A.	Kg/Dedigama G. A. V. B.	p	—	p	p	p	p		
1506	Mudiyanse, G.	Kg/Hatanagoda G. M.	—	—	p	—	p	—		
1513	Mudiyanse, R. M.	Kg/Hemmatagama G. B.	—	p	p	p	p	—		
1520	Mudiyanse, K. A.	Kg/Kahambiliyawela G. B.	—	—	p	p	p	—		
1521	Gunawardana, A. P. M.	Kg/Mawanella G. A. V. B.	p	p	p	p	—	p		
1523	Punchiralamy, R. M.	do.	p	p	p	—	—	p		
1527	Wickramasekera, P. B.	do.	—	—	—	p	—	p		
1529	Heen Banda, N. D. M. S.	Kg/Mawanella G. A. V. B.	—	p	—	p	—	p		
1535	Rapiel, A. D.	Kg/Mawatagoda G. A. V. B.	p	—	p	p	p	—		
1560	Dingiri Menika, W.	Kg/Hakahinna G. G.	p	p	p	p	—	—	p	
<b>TAMIL CANDIDATES.</b>										
<i>Batticaloa Centre.</i>										
1565	Kanapathi Pillai, K.	Bt/Karativu Hindu A. V. M.	p	—	p	p	—	—		
1566	Thangarajah, A.	do.	p	p	—	p	—	—		
1569	Arumugam, K.	do.	p	p	p	p	—	—		
<i>Jaffna Centre.</i>										
1572	Kanagaratnam, T.	Valanai East A. V. B.	p	—	—	p	—	—		
1574	Marakandoo, S.	do.	p	p	—	p	—	—		
1575	Maruthappu, S.	do.	p	—	—	p	—	—		
1577	Ratnam, P.	—	p	—	—	p	—	—		
1581	Perampelam, R.	J/Moolai, Saivappirakasa A. V. B.	p	p	p	p	—	—		
1590	Chellappah, A.	Neeraly Hindu Mixed.	p	p	—	p	—	—		
1591	Ramapillai, P.	do.	p	—	—	p	—	—		
1593	Murugesu, K.	J/Thevarayali Hindu M.	—	p	—	p	—	—		
1595	Alvar Pillai, V.	Nelliyadi G. B.	p	p	p	p	—	—		
1598	Sivapatham, V.	do.	p	p	—	p	—	—		
<i>Negombo Centre.</i>										
1599	Thaibu, T. S.	Mr/Weligama G. A. V. B.	—	p	—	p	—	—		

**Bt/Karativu Hindu Tamil Mixed School.**

NOTICE is hereby given that an application for registration of Bt Karativu Hindu Tamil Mixed School as an Anglo-Vernacular School has been received from Swami Vipulananda, the Manager of the school.

Observations will be received not later than March 10, 1928.

Education Office, Colombo, February 3, 1928. L. MACRAE, Director of Education.

**Kinnayadi Vernacular Mixed School.**

NOTICE is hereby given that an application has been received from Rev. Fr. F. Bonnel for grant in aid of the above school, which is situated at Kinnayadi, Batticaloa District, of the Eastern Province.

Observations will be received not later than March 10, 1928.

Education Office, Colombo, February 10, 1928. L. MACRAE, Director of Education.

**Change of Management.**

NOTICE is hereby given that Rev. R. P. Butterfield has been appointed Manager of the school mentioned below, in place of Rev. A. Pakkianathan.

*School referred to.*

Middleton Estate Vernacular Mixed School.

Education Office, Colombo, February 9, 1928. L. MACRAE, Director of Education.

**Change of Site.**

NOTICE is hereby given that an application has been received from Mrs. W. A. de Silva for the removal of her Wellawatta Buddhist Girls' School, situated in Panankada road, from its present site to a new site which is 200 yards away and is presently occupied by the Girls' Orphanage and the Girls' Industrial School.

Observations will be received not later than March 9, 1928.

Education Office, Colombo, February 14, 1928. L. MACRAE, Director of Education.

**Farm School, Jaffna.**

*Course of Instruction in the Vernacular for Headmen and Teachers.*

A COURSE in the Vernacular for headmen and teachers in Elementary Vernacular Schools will be held between the months of September and May of each year. Housing accommodation will be made available and note books will be provided free of cost. Each headman will be paid Rs. 15 per mensem during residence at the school, and teachers Rs. 5 per mensem in addition to their pay.

The number of students will be limited to 10 headmen and 10 teachers.

Headmen should address their applications to the Government Agent, Northern Province, Jaffna.

Teachers should address their applications to the District Inspector of Schools, Jaffna.

Department of Agriculture, Peradeniya, February 8, 1928. F. A. STOCKDALE, Director of Agriculture.

**Closing of Road.**

THE private road through the Oil Installations Depot, Kolonnawa, will be closed for vehicular and pedestrian traffic on March 1, 1928.

G. W. DODDS,  
Harbour Engineer, and Controlling  
Engineer, Oil Facilities.

Colombo, February 1928.

**Loss of Firearms.****MATARA DISTRICT.**

Number and description of the gun : A single-barrelled breach-loading gun, bearing No. 1646 on the stock.

Name of owner : P. M. Muzney of the Four Gravets of Matara District.

Number of licence : 449/F. G.

Remarks : Gun reported to be lost.

J. A. GUNARATNA,  
for Assistant Government Agent.

The Kachcheri,  
Matara, February 7, 1928.

**JAFFNA DISTRICT.**

Description of property : A single-barrelled breach-loading gun licensed under No. B 64557/2839, and bearing No. 1113 marked on the stock.

Owner : Savery Marian of Karaiur.

Remarks : Reported to have been lost.

The Kachcheri, Jaffna, February 13, 1928. G. DE SOUZA,  
for Government Agent.

**KURUNEGALA DISTRICT.**

(1) A double-barrelled cap gun No. Q10627 marked on stock and barrel, owned by S. Thomas Appuhamy of Horagasagara in Katugampola hatpattu, in Kurunegala District, and reported to have been lost on December 14, 1927.

(2) A single-barrelled cap gun bearing No. Q8911 on stock and barrel, owned by R. M. Ukkubanda of Yalawa in Dewamedi hatpattu, in Kurunegala District, and reported to have been lost on January 22, 1928.

The Kachcheri, Kurunegala, February 8, 1928. W. ABYEWARDANE,  
for Government Agent.

**RATNAPURA DISTRICT.**

Description of property : One single-barrelled cap gun No. 19 O on stock.

Number of licence : 88/KL.

Licensee : Mantriyalage Magirisa of Gawaragiriya.

Remarks : The gun is reported to have been lost.

The Kachcheri, Ratnapura, February 11, 1928. J. M. DE SILVA,  
for Government Agent.

Description of property : One single-barrelled cap gun No. 245 on stock.

Number of licence : 246/AT.

Licensee : Jayasinghe Mudiyansele Lokubandara of Galahitiya.

Remarks : The gun is reported to have been lost.

The Kachcheri, Ratnapura, February 10, 1928. J. M. DE SILVA,  
for Government Agent.

Description of property : One automatic pistol No. 12399.

Number of licence : 8 KR.

Licensee : Mr. E. S. Dassanayake, 16, Colpetty lane, Colombo.

Remarks : The pistol is reported to have been lost.

The Kachcheri, Ratnapura, February 13, 1928. J. M. DE SILVA,  
for Government Agent.

**Tenders for the Purchase of Grazing Rights.**

**N**OTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the grazing rights on the under-mentioned lands for a period of one year and nine months from April 1, 1928, subject to the following conditions.

2. The tenders, which must be in sealed envelopes, will be received at the Colombo Kachcheri, until 1 P.M. on Thursday, March 15, 1928, when they will be opened. All persons making the tenders will be required to be present, or to satisfy the Government Agent by some duly accredited agent that the tenders is made *bona fide*.

*Conditions.*

- (1) Three months' rent shall be deposited in cash as security on the day of sale, and the balance rent shall be paid by the lessee in equal quarterly instalments in advance.
- (2) The purchaser is only entitled to the grazing rights.
- (3) The purchaser or his workmen shall not cut any trees or interfere with any existing fence or boundary.
- (4) The purchaser shall keep the land clean and in good order, and also comply with the Municipal regulations.
- (5) No milch cows, she-buffaloes, or buffaloes shall be permitted to graze on the land, and any such animals found grazing thereon will be liable to seizure by the lessor or any person duly authorized by him.
- (6) All cattle kept on the land to graze should be tethered and should not be allowed to trespass on the public road.
- (7) The purchaser shall not assign, transfer, or sublet the land without the written permission from the Government Agent, Western Province.
- (8) The purchaser shall fence the land if called upon by the Government Agent to do so.
- (9) If the whole or any portion of the land is required by Government before the expiry of the lease, such land or portion shall be surrendered on a week's notice being given; a *pro rata* refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.
- (10) In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.
- (11) The Government Agent reserves the right to reject any or all tenders.

The Kachcheri,  
Colombo, February 13, 1928.

R. N. THAINE,  
Government Agent.

	A.	R.	P.
Lot 15, Gregory's road ..	16	3	16
Crown land behind Government bungalows in Buller's road ..	21	3	8

(Exclusive of the portion, in extent 40 by 50 feet, leased to Mrs. Alice Raffel.)

**Sale of Crown Lands in the Colombo District.**

**N**OTICE is hereby given that the Government Agent, Western Province, will receive sealed tenders for the purchase of the under-mentioned Crown land, subject to the conditions given below:—

2. The tenders will be received at the Colombo Kachcheri until 1.30 P.M. on Thursday, March 29, 1928, when they will be opened. All persons making the tenders will be required to be present or to satisfy the Government Agent by some duly accredited agents that the tender is made *bona fide*.
3. Further information can be obtained on application at the Colombo Kachcheri.
4. The Government Agent reserves the right to reject any or all tenders.

The Kachcheri,  
Colombo, February 11, 1928.

R. N. THAINE,  
Government Agent.

**CONDITIONS REFERRED TO.**

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

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

(3) Should it appear at any time before the execution and issue of the deed of transfer that the actual extent of the said land is in excess of the extent given in this notice, the purchaser will be liable to pay the value of the excess extent at the same rate per acre as that at which he purchased the land. In the event of the extent of the said land being hereafter found to be less than the extent given in the notice, the purchaser will be entitled to claim a refund of a proportionate amount of the purchase price paid by him at the same rate per acre as that at which he purchased the land. Provided, however, that he will not be entitled to claim any further amount as interest on the money paid by him or by way of compensation. In all questions affecting the description and admeasurement of the land the decision of the Surveyor-General will be taken as final.

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

**N. B.**—The land is at present under lease and possession cannot be given till the expiration of a period of three months after the sale.

*Description of the Land.*

All that allotment of land with everything thereon called Benruwig, situated in the village Bopitiya in Ragam pattuwa of Alutkuru korale south, in the District of Colombo, Western Province, containing in extent 9 acres and 15 perches, and described as lot 10 in preliminary plan No. 18,688.

This land is planted with coconut about 30 years old, has a road frontage, and contains a permanent building with out-houses.

**Sale of Lease of Grass on Crown Land situated at Kanatta.**

**N**OTICE is hereby given that the Government Agent, Western Province, will sell by *public auction* at his office in Colombo at 1 P.M. on Thursday, March 8, 1928, the right to cut and remove grass for one year and nine months from April 1, 1928, on the under-mentioned portion of Crown land, subject to the following conditions:—

1. The purchase amounts shall be paid in full on the day of sale.
2. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.
3. The purchaser shall be bound to fence the land leased to him, if called on by the Government Agent to do so.
4. The purchaser shall not assign or sublet the right to cut grass and cinnamon on any portion of the land to any other person without the permission previously obtained in writing from the Government Agent.
5. No milch cows or she-buffaloes shall be permitted to graze on the land, and any such animals found grazing thereon will be liable to seizure by the lessor or any person duly authorized by him.

6. All cattle kept on the land to graze should be tethered and should not be allowed to trespass on the public road.

7. The purchaser shall keep the premises clean and in good order, and also comply with the Municipal regulations.

8. The purchaser shall not sell or remove gravel, sand, &c., from the demised premises, and he is further warned not to spoil or damage any portion of the said premises.

9. If the whole or any portion of the land is required by Government, such land or portion shall be surrendered on a week's notice being given. A pro rata refund of the purchase amount will be paid to the purchaser for the unexpired period of the lease respecting the land or portion thereof resumed by the Crown.

10. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the land and eject the purchaser and his workmen from the land without compensation.

11. The Government Agent reserves the right to accept or reject any bid.

The Kachcheri,  
Colombo, February 10, 1928.

R. N. THAINE,  
Government Agent.

Land referred to.

Preliminary plan No. 14,349.

Lot.	Situation.	Description.	Extent.	
			A.	R. P.
893	Kanatta	Grass land	2	1 31 75

**Sale of Ebony.**

An auction sale of the under-mentioned ebony will be held at the Central Timber Depot, Kew road, Slave Island, Colombo, on Saturday, March 17, 1928, at 10 A.M., subject to the following conditions:—

1. The timber will be put up in lots to suit buyers at a rate per lot, and no advance of less than Re. 1 per lot will be accepted.

2. The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bids to be made at time of sale, if so required.

4. Buyers will be allowed to have the logs weighed at the depot premises, if so required, the cost of reweighing to be borne by such buyers. If any difference is found between the depot weight and the weight ascertained after reweighing, a certificate will be issued by this Department showing the actual weight at the time of reweighing provided the buyers require such certificate for export purposes. But no allowance will be made for any shortage when making payment, the logs being sold by auction at a rate per lot and not per ton.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depot within ten days of date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchasers until removed.

6. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, or refuse or fail to pay the full purchase amount or balance thereof, as the case may be and to remove the timber within the time specified in clause 5 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the resale, while, if an enhanced price is realized at such resale, he shall, however, have no claim to the profit, which shall accrue to Government.

7. Agents bidding for others will be required to produce a written authority from the firm or persons for whom they bid, such authority will be retained by the Assistant Conservator of Forests, and will hold good only at the particular sale at which it is produced.

8. The description of the logs appearing in the remarks column of the following list is entered merely for the guidance of the intending purchasers, who, as usual, should satisfy themselves as to its correctness before purchasing the logs.

Divisions.	No. of Logs.	Tons. cwt. qr. lb.
Central	70	15 1 0 7

LIST OF EBONY LOGS REFERRED TO.

Divisional No.	C. T. D. No.	Length.		Girth.	Tons.	Weight.			Remarks.	
		Ft.	in.			cwt.	qr.	lb.		
										Ft.
37..	1022..	10	4..	2 2..	0 2	2	7	..	Black	
57..	1023..	10	5..	2 4..	0 3	0	7	..	do.	
56..	1024..	12	2..	2 0..	0 2	0	21	..	do.	
3..	1025..	12	3..	1 10..	0 2	0	0	..	do.	
36..	1026..	12	6..	2 2..	0 1	3	0	..	do.	
55..	1027..	9	11..	2 1..	0 2	0	14	..	do.	
11..	1028..	7	0..	1 6..	0 0	3	7	..	do.	
35..	1029..	10	5..	1 8..	0 1	1	0	..	do.	
53..	1030..	10	3..	1 10..	0 1	3	0	..	do.	
10..	1031..	13	9..	1 8..	0 2	0	0	..	do.	
48..	1032..	12	3..	1 2..	0 0	3	7	..	do.	
34..	1033..	12	0..	1 6..	0 1	1	14	..	do.	
9..	1034..	5	4..	1 9..	0 0	3	0	..	do.	
38..	1035..	13	5..	1 7..	0 1	2	7	..	do.	
12..	1036..	12	3..	1 8..	0 1	3	7	..	do.	
5..	1037..	11	0..	1 2..	0 0	2	14	..	do.	
59..	1038..	11	0..	1 6..	0 1	0	0	..	do.	
51..	1039..	5	10..	1 6..	0 0	2	7	..	do.	
40..	1040..	11	0..	1 3..	0 1	9	0	..	do.	
50..	1041..	12	4..	1 5..	0 1	1	14	..	do.	
54..	1042..	12	5..	2 2..	0 2	3	0	..	do.	
58..	1043..	8	9..	1 8..	0 1	2	7	..	do.	
6..	1044..	12	7..	1 8..	0 2	0	9	..	do.	
2..	1045..	14	5..	1 4..	0 1	1	14	..	do.	
47..	1046..	16	8..	1 8..	0 1	5	0	..	do.	
33..	1047..	15	7..	1 9..	0 2	3	14	..	do.	
52..	1048..	14	8..	1 10..	0 2	2	0	..	do.	
24..	1049..	13	4..	1 10..	0 2	0	0	..	do.	
39..	1050..	10	6..	2 1..	0 2	2	0	..	do.	
45..	1051..	12	8..	1 6..	0 1	3	0	..	do.	
1..	1052..	9	9..	2 0..	0 2	0	14	..	do.	
68..	1053..	8	1..	6 7..	0 3	3	14	..	do.	
66..	1054..	12	3..	2 5..	0 5	3	14	..	do.	
7..	1056..	14	0..	2 4..	0 3	0	14	..	do.	
31..	1057..	14	2..	3 4..	0 8	1	14	..	do.	
32..	1058..	11	0..	2 7..	0 4	0	7	..	do.	
63..	1059..	15	5..	2 6..	0 4	2	14	..	do.	
64..	1060..	12	4..	3 0..	0 6	0	7	..	do.	
67..	1061..	12	6..	3 0..	0 4	3	0	..	do.	
8..	1062..	10	6..	2 10..	0 3	3	14	..	do.	
20..	1063..	12	9..	5 10..	1 1	0	0	..	do.	
15..	1064..	13	2..	1 6..	0 12	0	0	..	do.	
5..	1065..	19	9..	3 9..	0 13	0	0	..	do.	
29..	1066..	11	6..	2 10..	0 4	1	0	..	do.	
42..	1067..	14	0..	2 7..	0 4	0	7	..	Slightly marked	
7..	1068..	15	5..	3 0..	0 7	1	0	..	Black	
60..	1069..	18	6..	2 10..	0 6	0	14	..	Slightly marked	
76..	1070..	16	10..	2 8..	0 6	2	0	..	Black	
40..	1072..	13	10..	5 3..	0 16	2	0	..	do.	
69..	1073..	21	10..	2 9..	0 8	3	0	..	do.	
61..	1074..	11	9..	2 3..	0 3	2	0	..	do.	
38..	1075..	16	3..	1 8..	0 1	3	0	..	do.	
26..	1076..	13	0..	1 8..	0 2	2	0	..	do.	
30..	1077..	12	2..	2 0..	0 2	1	0	..	do.	
62..	1078..	13	0..	2 0..	0 2	2	0	..	do.	
23..	1079..	13	5..	1 9..	0 2	0	14	..	do.	
44..	1081..	22	0..	1 8..	0 2	3	7	..	do.	
59..	1082..	18	3..	2 8..	0 5	0	14	..	do.	
54..	1083..	14	3..	3 2..	0 6	2	0	..	do.	
48..	1084..	13	10..	4 0..	0 9	3	0	..	do.	
34..	1085..	15	3..	2 7..	0 5	3	0	..	do.	
28..	1086..	12	4..	2 10..	0 4	2	7	..	Slightly marked	
49..	1087..	13	4..	3 3..	0 6	2	0	..	Black	
36..	1102..	16	9..	2 2..	0 3	1	0	..	do.	
52..	1103..	14	7..	2 10..	0 6	2	0	..	do.	
9a.	1104..	23	5..	2 3..	0 6	0	14	..	do.	
13..	1105..	20	10..	2 10..	0 9	2	7	..	do.	
42..	1106..	14	10..	3 4..	0 7	2	14	..	do.	
50..	1107..	15	10..	3 2..	0 6	1	14	..	do.	
3..	1108..	21	8..	2 11..	0 8	1	14	..	Marked	
Total 70						15 1 0 7				

J. D. SARGENT,  
Office of the Conservator of Forests, Conservator of Forests,  
Kandy, February 13, 1928.

**Sale of Timber.**

THE under-mentioned timber lying at the Jaffna Forest Department Depot will be sold by public auction on the spot by the Divisional Forest Officer, Northern Division, Jaffna, on Monday, March 5, 1928, at 9 A.M. :—

Lot I. ..	100 palu logs
Lot II. ..	6 satin logs
Lot III. ..	50 ranai scantlings
Lot IV. ..	3 tons satin pieces

2. The lists of timber are available for inspection at the Divisional Forest Office, Jaffna.

3. Further particulars can be obtained from the Divisional Forest Officer, Jaffna.

**Conditions.**

(a) The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, and no advance of less than 10 cents per cubic foot or Re. 1 per log will be recognized.

(b) The highest bid will be accepted, subject to the approved price fixed by the Conservator of Forests. The highest bidder, on being declared the purchaser, shall sign his name in the register of sale in admission of such purpose, and deposit the necessary amount.

(c) Twenty-five per cent. of the bids to be deposited immediately after acceptance of the bids. The balance should be paid within 15 days of the date of sale when a permit for removal will be issued.

(d) The measurements as recorded by the Divisional Forest Officer must be accepted, but prior to date of auction any prospective bidder is at liberty to check the measurements and to represent any difference promptly.

(e) All timber sold and the full price bid of which has been paid must be removed from the depot within 15 days of date of sale, and will be at the risk of the purchaser until removed. A charge of Re. 1 per log per week or part of a week is liable to be made for any logs not removed within 15 days of sale. Logs not removed from the depot within one month is liable to be forfeited to the Crown.

(f) Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid, and refuse or fail to remove the timber within the time specified in clause (e) above, the lot will again be put up for auction; and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale which, if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.

(g) Agents bidding for others will be required to produce written authority from the firm or person for whom they bid; such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

J. D. SARGENT,  
Conservator of Forests.

Office of the Conservator of Forests,  
Kandy, February 14, 1928.

**Auction Sale.**

APPROXIMATELY 132 cubic feet of unserviceable timber ranging from 6 in. to 2 ft. 6 in. in length and 2 in. to 6 in. in thickness and a quantity of 1 in. and 2 in. damaged mango planks will be sold by public auction, on February 28, 1928, at 9 A.M., at Tempana Waterworks, Kurunegala.

2. The purchaser will be required to pay the full amount of the purchase money immediately after the sale, and the timber will remain at the risk of the purchaser from the time of sale and must be removed from the site within a period of three days of same.

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

Public Works Office,  
Colombo, February 15, 1928.

**Sale of Building Materials.**

NOTICE is hereby given that the following building materials lying at Torrington square, Colombo, will be sold by public auction on the spot, on Saturday, the 25th instant, at 8 A.M. :—

4 Nos.	..	Brackets, wooden
8	..	Bends of sorts
3	..	Basins of sorts
7	..	Boiler covers
2	..	Ball valves of sizes
2	..	Bolts, brass, of sizes
96	..	Bars of sizes
4	..	Cabins hooks, iron, of sizes
22	..	Casement stays
6	..	Casement fasterns
4	..	Clips, brass, of sort
4	..	Fanlight of sizes
2	..	Frame with wire ratting, fly-proofing, &c.
1	..	Flushing cistern of sorts
3	..	Frames with bars
21	..	Gratings of sorts C. I.
4	..	Gates of sorts (cast iron)
2	..	Gates of sorts, wooden
8	..	Green blinds
1	..	Hinge spring, brass
1½ pairs	..	Hinges gravity
3 Nos.	..	Hooks, cabin, brass, of sorts
2	..	Joists, jack of sizes
56	..	Keys of sorts
28	..	Locks mortice (without keys)
2	..	Lead sheets of sizes
3	..	Locks, iron, of sorts (without keys)
125	..	Louvres pieces
34	..	Louvres of sizes in frame
Cwt. gr. lb.		
1	1 23	.. Navoid
157½	l. ft.	.. Pipes G. I. 2 in.
345½	..	.. " 1½ in.
92	..	.. " 1¼ in.
31	..	.. " ½ in.
797½	..	.. " 1 in.
321	..	.. " ¾ in.
28	..	.. Length, pipe lead
8 Nos.	..	.. Posts of sorts and sizes
30	..	.. Pieces of door frames of sizes
7	..	.. Partition pieces, jak
40 gals.	..	.. Quelle pitch fine
6 Nos.	..	.. Reducing sockets of sorts
1	..	.. Stove, cooking, of sort
29	..	.. Sash door panel, &c., of sorts
27	..	.. Sash, window, of sizes
209 l. ft.	..	.. Sheets G. I. or valley guttering of sizes
4 Nos.	..	.. Stones of sorts
2	..	.. Timbers of sorts and sizes, 4 in. by 4 in.
1	..	.. do. 5 in. by 4 in.
2	..	.. Valves, wheel
5	..	.. Verandah partition and barred screens of sizes
11	..	.. Ventilators of sizes
19 keys	..	.. White ant preservor
2 Nos.	..	.. Windows of sorts
6 length	..	.. Wire, barbed, of sorts
28 Nos.	..	.. Bollard stones of sorts
113	..	.. Teak pieces of sorts and sizes

2. The articles may be inspected at the site on permit from the District Engineer, Buildings, Colombo.

3. The purchasers will be required to deposit the full amount of the purchase money with the auctioneer at the close of the sale when the articles become the property of the respective buyers at their risk. All articles must be removed within two days of completion of purchase.

E. W. BARTHOLOMEW,  
Public Works Office, for Director of Public Works.  
Colombo, February 15, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 24, situated at Saunders court, Colombo: Such premises are hereby

declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February, 1 1928.

CHAS. W. PATE,  
The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, February 6, 1928.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 7, situated at Greenpath, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 6, 1928.

CHAS. W. PATE,  
The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, February 8, 1928.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 24, situated at Union place, Slave Island, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 6, 1928.

CHAS. W. PATE,  
The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, February 8, 1928.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 10, situated at Shrubbery Gardens, Bambalapitiya, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from January 28, 1928.

CHAS. W. PATE,  
The Municipal Office, Municipal Veterinary Surgeon.  
Colombo, February 8, 1928.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Mirihana, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by village boundary of Pita Kotte, south by fields, east by land belonging to Weerasooriya, Advocate, west by road leading to Udahamulla.

This declaration shall take effect from the date hereof.

D. E. WIJESKERE,  
February 7, 1928. Chief Headman.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in Heenukkiriyawa village in Kekira tulana No. 62, in Maminiya korale of Kalagam palata: I do hereby declare.

under section 5 (1) of the Ordinance No. 25 of 1909, that the said village is infected area.

#### Boundaries.

North.—Village limit of Heenukkiriyawa.  
East.—Boundary of Hurulu palata.  
South.—Horiwila-oya.  
West.—Village limits of Ganewalpolata and Ulpotha.

B. TENNEKON,  
February 8, 1928. Ratemahatmaya, Kalagam palata.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Balawala (Division No. 57), in Alutkuru korale north of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated January 27, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

H. C. COCKS,  
The Kachcheri, for Government Agent.  
Colombo, February 7, 1928.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Kotugoda, in Alutkuru korale north of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated January 27, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, H. C. COCKS,  
Colombo, February 7, 1928. for Government Agent.

#### Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Hatton in Ambegamuwa korale of Uda Bulatgama of the Central Province, under section 5, sub-sections (1) and (2), of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated December 23, 1927, is free from hoof-and-mouth disease and is no longer an infected area.

This declaration will take effect from this date.

J. MARAMBE,  
February 12, 1928. Chief Headman.

#### Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Aspokune estate in Tingole palata, in Gaudahayo korale in Weudawili hatpattu of the Kurumegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kospotu-oya and Galapitamulla palata, south by Potubowa palata, east by Kospotu-oya, west by Madawa and Kahandawelipota palatas.

This declaration shall take effect from the date hereof.

T. B. MADAWALA,  
February 2, 1928. Ratemahatmaya, Weudawili hatpattu.



## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on  
Wednesday, January 11, 1928, at 3 p.m.

The Council met this day at 3 p.m. pursuant to notice dated January 4, 1928.

*Present* :—Mr. W. T. Stace, C.C.S., Chairman; the Hon. Mr. N. H. M. Abdul Cader, M.L.C.; Dr. E. V. Ratnam; the Hon. Mr. C. H. Z. Fernando, M.L.C.; Mr. G. Adamjee Lukmanjee; Mr. A. H. F. Clarke; Dr. E. A. Coorey; Mr. G. W. Dodds; Mr. T. G. Jayewardene, V.D., J.P.; Mr. A. H. G. Dawson; Lieut.-Col. C. D. Myles, O.B.E., M.B., R.A.M.C.; Mr. M. L. M. Reyal; Dr. S. Muttiah; Mr. S. W. R. Dias Bandaranaike; and Dr. V. Van Langenberg, V.D.

1. The Minutes of the General Meeting of December 7 and of the Special Meeting of December 14, 1927, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of the General Meeting of December 7 and of the Special Meeting of December 14, 1927, be confirmed.

2. Pursuant to notice, Mr. T. G. Jayewardene asked the Chairman the following question :—Will the Chairman be pleased to state when the work on the widening of the Colombo-Galle road is likely to be resumed?

The Chairman replied as follows :—It is not possible to give a date on which it is likely that the widening of the Galle road will be resumed. The position is as follows :—On September 5, 1927, the Chairman applied to Government for the mandate for the section Deal place to Bagatelle road. On November 4 the Surveyor-General sent us copies of the survey, but we cannot take formal acquisition proceedings on this until we receive the mandate from Government. The attention of the Government is being invited. In the meanwhile, the Municipal Assessor has already begun to collect information and data regarding the lots shown on the Surveyor-General's plan, with a view to being ready with his valuations when the mandate is received or as soon as possible thereafter. Formal acquisition proceedings will be begun as soon as possible after receipt of the mandate. The Municipal Engineer will begin the work when the lots are acquired and have been placed in his possession.

3. Pursuant to notice, Mr. T. G. Jayewardene moved—That the words "Housing and Town Improvement Committee" be substituted for the words "Building Committee" in the by-laws framed under the Housing and Town Improvement Ordinance, No. 19 of 1915.

Dr. E. A. Coorey inquired whether the motion was in order in view of it apparently negating a resolution which was passed by the Council within the past six months.

The Chairman ruled that the motion was in order and explained why, in his opinion, it did not negative the previous resolution. The Hon. Mr. C. H. Z. Fernando seconded.

The Chairman moved, as an amendment, that the following new by-laws be adopted :—(1) That the by-laws made under section 27 of the Housing and Town Improvement Ordinance, No. 19 of 1915, and published by notification dated May 5, 1925, in *Government Gazette* No. 7,461 of May 8, 1925, are hereby amended as follows :—For the words "Building Committee" in by-law 1 (d) substitute the words "Housing and Town Improvement Committee." (2) That the by-laws made under section 27 of the Housing and Town Improvement Ordinance, No. 19 of 1915, and published by notification dated September 22, 1927, in *Government Gazette* No. 7,607 of September 23, 1927, are hereby amended as follows :—For the words "Building Committee" in by-laws 2 (c) and 2 (d) substitute the words "Housing and Town Improvement Committee."

Mr. T. G. Jayewardene accepted the amendment and, with the consent of the seconder of the motion, withdrew his motion.

The amendment which then became the substantive motion was seconded by the Hon. Mr. N. H. M. Abdul Cader, put to the meeting as such and carried.

3. (a) The Chairman moved for permission to introduce the following motion.

The permission having been granted, the Chairman moved—That this Council agrees to lend the services of Dr. Hirst, City Microbiologist, to advise the Municipal Council, Kandy, in connection with the outbreak of plague in that city on the conditions arranged by the Chairman of this Council."

The Chairman explained the reason for and the urgency of the motion and stated that, subject to the approval of Council, he had arranged the following terms with the Chairman of the Kandy Council :—That the Kandy Council should (a) pay actual travelling expenses; (b) pay batta Rs. 12 per day; (c) reimburse this Council the full salary of Dr. Hirst during any period he is in Kandy; (d) pay a personal fee of Rs. 50 per day of twenty-four hours while Dr. Hirst is absent from Colombo. The Hon. Mr. N. H. M. Abdul Cader seconded.

Mr. T. G. Jayewardene opposed the motion, as a protest against the action of Government in not taking sufficient steps to keep plague out of the Island.

Mr. S. W. R. Dias Bandaranaike supported the motion, except as regards the reimbursement of the salary of Dr. Hirst by the Kandy Municipality.

The Hon. Mr. C. H. Z. Fernando supported the motion and was of opinion that, as a matter of principle, the reimbursement of Dr. Hirst's salary should be insisted on.

Lieut.-Col. C. D. Myles spoke to the motion.

The Chairman replied to the points raised and put the motion to the meeting.—Carried.

4. The Council proceeded to elect members for the Four Standing Committees for 1928, voting by ballot. The result of the ballot was declared by the Chairman as follows :—

(1) *The Standing Committee on Law and General Subjects.*

(1) Mr. R. L. Pereira; (2) Mr. W. E. V. de Rooy; (3) Mr. S. W. R. Dias Bandaranaike.

(2) *The Standing Committee on Sanitation and Markets.*

(1) Dr. E. A. Coorey; (2) Lieut.-Col. C. D. Myles; (3) Dr. S. Muttiah.

(3) *The Standing Committee on Municipal Works.*

(1) The Hon. Mr. N. H. M. Abdul Cader; (2) the Hon. Mr. C. H. Z. Fernando; (3) Mr. A. H. F. Clarke.

(4) *The Standing Committee on Finance.*

(1) Dr. E. V. Ratnam ; (2) Mr. G. W. Dodds ; (3) Mr. T. G. Jayewardene.

5. It was resolved that the following Special Committees be appointed :—

(1) *The Special Committee regarding the Building of the New Town Hall.*

(1) The Hon. Mr. C. H. Z. Fernando ; (2) Mr. W. E. V. de Rooy ; (3) Mr. A. H. F. Clarke ; (4) Mr. G. W. Dodds ; (5) Mr. T. G. Jayewardene ; (6) Mr. M. L. M. Reyal ; (7) Dr. S. Muttiah.

(2) *The Special Committee regarding the Public Library.*(1) *Members of Council.*—(1) Mr. R. L. Pereira ; (2) Mr. W. E. V. de Rooy ; (3) Mr. M. L. M. Reyal ; (4) Dr. V. Van Langenberg.(2) *Members of Public : Colombo Library.*—(5) Dr. David Rockwood ; (6) Dr. L. D. Parsons.*Pettah Library.*—(7) The Hon. Mr. G. A. Wille ; (8) Mr. F. Dadabhoy ; (9) the Hon. Sir H. M. Fernando, Kt., M.D. ; (10) Dr. J. Pearson ; (11) Professor R. Marrs ; (12) Professor Leigh Smith ; (13) Mr. P. de S. Kularatne ; (14) Rev. Father Y. M. Le Jeune ; (15) Mr. E. W. Jayewardene, K.C. ; (16) the Hon. Mr. Justice L. M. Maartensz.(3) *The Special Building Committee.*

(1) Mr. R. L. Pereira ; (2) the Hon. Mr. C. H. Z. Fernando ; (3) Dr. E. A. Coorey ; (4) Mr. T. G. Jayewardene ; (5) Mr. M. L. M. Reyal ; (6) Mr. S. W. R. Dias Bandaranaike.

(4) *The Special Committee to inquire into the System of Working the Stores.*

(1) Mr. A. H. F. Clarke ; (2) Dr. E. A. Coorey ; (3) Mr. G. W. Dodds ; (4) Mr. T. G. Jayewardene ; (5) Mr. N. R. Blande.

6. To appoint, in terms of the resolution of Council of November 9, 1927, a Committee to be called "The Housing and Town Improvement Committee" consisting of seven members, including the Chairman.

It was resolved that this Committee do consist of the same members as that of the Special Building Committee, viz. :—(1) Mr. R. L. Pereira ; (2) the Hon. Mr. C. H. Z. Fernando ; (3) Dr. E. A. Coorey ; (4) Mr. T. G. Jayewardene ; (5) Mr. M. L. M. Reyal ; (6) Mr. S. W. R. Dias Bandaranaike.

When the question of the appointment of a successor to the late Rev. Mr. M. J. Burrows in the Public Library Committee came up, the Chairman, with the permission of Council, moved that a vote of condolence be recorded at the death of Rev. Mr. Burrows, who gave ungrudgingly of his valuable advice. Dr. E. V. Ratnam seconded.—Carried in silence, all the Members standing.

7. The following documents were laid on the table :—

(1) Statements of receipts and disbursements from January 1 to November 30, 1927, and progress reports showing expenditure for November, 1927.

(2) Weekly statements *re* plague.

(3) Attendance return of Committees of the Municipal Council for 1927.

(4) C. L. I. Band Programme for January, 1928.

(5) Return of average daily supply and consumption of water for November, 1927.

(6) The Municipal Engineer's report for December, 1927, on the condition of tramway routes.

(7) The Drainage Engineer's report on house drainage, No. 201 for December, 1927.

(8) Diaries of the following officers for the month of December, 1927, with a statement of outdoor work done :—

*Municipal Engineer's Department.*—The Municipal Engineer ; the Works Engineer ; the Assistant Works Engineer ; the Drainage Engineer ; the Assistant Drainage Engineer ; the Engineer, Roads ; the Engineer, Buildings ; the Engineer, Sanitation ; the Mechanical Engineer ; the Engineer, House Drainage ; Maintenance Inspectors (four) ; and the Chief Playground Instructor.*Waterworks Department.*—The Waterworks Engineer, the Chief Assistant Waterworks Engineer, and the Assistant Engineer.*Public Health Department.*—The Medical Officer of Health ; the Chief Assistant Medical Officer of Health ; 2nd Assistant Medical Officer of Health ; the 3rd Assistant Medical Officer of Health ; the Assistant Medical Officer of Health (Child Welfare) ; and the City Microbiologist.*Veterinary Department.*—Veterinary Surgeon and Veterinary Inspectors (four).*Municipal Treasurer's Department.*—The Municipal Treasurer, the Assistant Municipal Treasurer, and Revenue Inspectors (twelve).*Municipal Assessor's Department.*—The Municipal Assessor and the Assistant Municipal Assessor.

(9) Monthly reports of work done by the following officers for :—

(a) The month of November, 1927 :—

The Works Engineer, the Assistant Works Engineer ; the Drainage Engineer ; the Mechanical Engineer ; the Engineer, Roads ; the Engineer, Buildings ; and the Engineer, Sanitation.

(b) The month of December, 1927 :—

The City Analyst and the City Microbiologist.

Confirmed on February 1, 1928 :

W. T. STACE,  
Chairman, Municipal Council, and Mayor of Colombo.W. T. STACE,  
Chairman, Municipal Council, and Mayor of Colombo.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

February 15, 1928.

G. H. N. SAUNDERS,  
Municipal Treasurer.

SCHEDULE.

Date and Place of Sale : February 27, 1928, at Chalmer's Granaries.

Premises No.	Street.	Month and Year.	Property seized.	Time of Sale.
530/14/15	Main street	December, 1927	31 full bags of rice (samba, &c.), 8 loose bags of rice (samba, &c.), 1 lot of empty gunny bags about 440, 2 tables, 2 benches, 1 bushel (measure), 1 half-bushel (measure), 3 baskets, 1 winnowing fan	10 A.M.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of instalment due for aided house drainage to premises, and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the instalment and costs be duly paid.

February 14, 1928.

G. H. N. SAUNDERS,  
Municipal Treasurer.

SCHEDULE.

Date and Place of Sale : February 27, 1928, at Municipal Stores, Darley Road.

Premises No.	Street.	Quarter and Year.	Property seized.	Time of Sale.
17 and 79.	Norris road and Maliban street	4th quarter, 1927.	8 one gross boxes "Master" drawing pencils, 3 one gross boxes "Golden Master" pencils, 2 date boxes	9.30 A.M.

MUNICIPALITY OF KANDY.

THE following have been licensed in January, 1928, by the Chairman, Municipal Council, Kandy, under the Surveyors, Auctioneers, and Brokers Ordinance, No. 15 of 1889 :—

T. Don J. M. Siriwardene, Auctioneer and Broker.  
Arthur Reginald Wickremasekera, Auctioneer.

K. Edmund Perera, Auctioneer and Broker.  
Charles Horatius Nelson, Auctioneer.  
E. W. Schokman, Auctioneer.  
Benedict Andrew Lawrence, Broker.

Municipal Office,  
Kandy, February 7, 1928.

E. B. PEIRIS,  
Acting Secretary.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle held in the Municipal Office on Saturday, December 10, 1927, at 1.15 p.m., pursuant to Notice dated December 5, 1927.

Present :—Mr. L. W. C. Schrader, Chairman ; Mr. D. W. Subasinghe ; Mr. C. E. de Vos ; Mr. J. E. Perera ; Mr. C. L. Wickramasinghe ; Mr. F. W. Sproule ; and Mr. S. H. Dahanayake.

1. The Minutes of the General Meeting of November 12, 1927, a copy thereof having been furnished to each Member, were taken as read and confirmed.

2. Pursuant to notice, Mr. S. H. Dahanayake asked the following questions :—(1) How many house connections (water service) were given in the years 1924, 1925, 1926, 1927, each year separately, and to whom were they given ? (2) (a) What fee is levied for each push bicycle owned by residents of the town, and how many such bicycles are there in the town to-day ? (b) Does the Council contemplate levying a fee for all push bicycles that enter the town limits, as is done in the case of hackeries ? (c) Is it not expedient for the Council to issue a number plate for all push bicycles to prevent non-payment of fee ? (3) (a) What are the lands owned by the Municipality leased to private individuals or companies ? (b) What is the rent paid by the lessees in each case ? (c) Are there any Government lands and buildings within the Council limits rented out to private individuals or companies, and what rent are they paying in each case ? (4) (a) Does the Municipal Council get the fees paid by pawn brokers for their licences ; if not, will this Council take immediate steps to get such fees from Government ? (b) How is it that the Chairman did not hold a meeting of the Committee appointed to draft out a scheme of constitutional reforms up to date ? (c) Might not this delay be detrimental to the progress of the residents of the town of Galle ? (d) Will the Chairman hold these meetings to enable the Committee to draft out a scheme of constitutional reforms and submit to a special meeting of this Council, so that a deputation may wait on His Excellency the Governor on his arrival in Galle ? (5) What is the cause for restricting water to the residents of this town—scarcity in the reservoir or encrusted mains, or any other reason, if any ?

The Chairman replied as follows :—(1) The following were the new water service connections :—1924 : No. 19b, Dickson road, Mr. F. B. Toussaint, for a 100-gallon tank. 1925 : No. 93, Galupiadda, Mr. S. S. J. Goonesekera, for a 300-gallon tank ; Municipal Power Station, for a 8,000-gallon tank ; Salvation Army hall, Dickson road, for a 100-gallon tank. 1926 : The General Hospital for a 1,800-gallon tank. Transferred services :—1924 : The Medical Officer, Mahamodera hospital, transferred from former quarters. 1925 : No. 106, China Garden, Mr. L. O. E. de Silva, transferred from No. 281, Richmond Hill road ; No. 379, Dickson road, Mr. G. Ranasooriya, transferred from No. 170, Templar road. 1926 : No. 27a, Galwadugoda, Mr. A. W. D. de Silva, transferred from No. 126, Kumbalwala road. 1927 : No. 93/94, Bazaar, Mr. A. K. Hadji Hassen, transferred from 44/45, Bazaar. (2) (a) The annual tax levied on bicycles is Rs. 3. Up to November 30, 1927, the tax was paid for 122 bicycles kept within the Municipal limits, and for 29 bicycles owned by persons who live outside the Municipal limits ; (b) The Council is empowered by section 132 of Ordinance No. 6 of 1910 to levy the tax on any vehicle or animal kept or used within the town. This section also applies to vehicles from outside the town which are used within the Municipal limits, and the tax is levied in many such cases. (c) The Council considered this question in 1922, and framed a by-law requiring bicycles to bear a number plate furnished by the Council. The Attorney-General, however, considered the by-law unnecessary, and disapproved of it because (a) it went beyond

the Ordinance in imposing the tax on every bicycle, whereas section 132 exempts from taxation a bicycle kept or used within the town for less than 30 days; (b) sections 132 to 137 provided effective methods of imposing and realizing the tax. (3) (a) and (b) The Council has leased the produce of the fruit trees standing on the following lands:—(i.) the Segregation Camp, for Rs. 520 per annum (including the trees on the Infectious Diseases Hospital premises); (ii.) the night soil dépôt, Bataduwa, for Rs. 121 per annum; (iii.) Victoria Park, for Rs. 86 per annum; (iv.) Katugoda public latrine premises, for Rs. 6 per annum, and the bathing wells at Talbot town, for Rs. 256. (c) I am unable to answer this question. Information must be sought from Government. (4) (a) The reply to the first part of the question is in the negative; and with regard to the second, the Council cannot claim it under section 131 of the Municipal Councils Ordinance. (b), (c), and (d) A special committee was appointed on November 12, 1927, to formulate a scheme of constitutional reforms. A meeting of the committee will be held in due course. This committee should not take precedence over committees of longer standing; nor should it be necessary to call a special meeting of the Council to consider its report. The subject is one requiring careful consideration. The Council was of this opinion when it amended the original motion—that a scheme of constitutional reform “should be formulated and submitted to His Excellency the Governor at the earliest opportunity”—to its present form. The progress of the residents of the town can in no way be adversely affected by the delay. (5) Encrustation of the 8-in. main is accountable for the discharging capacity being reduced.

3. Pursuant to notice, Mr. S. H. Dahanayake moved—(1) (a) This Council is of opinion that all public latrines in wards No. 1 and No. 2 be provided with water service taps, lights, and drains wherever necessary; (b) a whole time cooly be employed to clean the latrines and urinal; (c) the immediate construction of a latrine in the Fort for the exclusive use of females; (d) two new latrines for Kaluwella and Mahamodera.

Mr. D. W. Subasinghe said he would second the motion *pro forma*, provided the mover agreed to the addition of the words “as soon as possible” after the word “lights” in part (1) (a) of the motion.

The mover agreed to the inclusion of the words.

The Chairman spoke against the motion.

Mr. C. E. de Vos moved as an amendment that the matters involved in the motion be referred to the Standing Committee on Sanitation for report. Mr. C. L. Wickramasinghe seconded the amendment.

The Chairman said it was unnecessary to refer it to the Standing Committee because nothing was possible at present as water and electric current could not be supplied.

The mover replied.

The amendment was put to the meeting, and carried 4 votes to 2.

(2) Mr. S. H. Dahanayake moved—(a) This Council is of opinion that water service be given to the Home for the Aged at Kaluwella. Mr. D. W. Subasinghe seconded *pro forma* to enable the Chairman to make a statement.

The Chairman stated that an application for water service to the Home for the Aged had been refused by the Works Committee; but to help the Home a street stand post was provided at Abeyesundere road.

The mover replied.

The motion was put to the meeting and lost by 5 votes to 1.

(b) A standpipe be fixed near Mohideentotam in Circular road. Mr. J. E. Perera seconded.

The Chairman moved as an amendment that it be referred to the Standing Committee on Municipal Works. Mr. D. W. Subasinghe seconded, and the mover replied.

The amendment was carried by 5 votes to 1.

(3) Mr. S. H. Dahanayake moved—(a) This Council is of opinion that electric lights be provided from Sarenthukade junction along Circular road, and also for Kongtree Cross road; (b) one light for Abeyesundere road between convent and Colombo-Galle high road; (c) the remaining part of Kandewatta be lit; (d) the clock tower be illuminated.

The motion was not seconded, and was declared lost.

(4) Mr. S. H. Dahanayake moved—This Council is of opinion that Templar's road and Abeyesundere road be metalled. Mr. C. L. Wickramasinghe seconded.

Mr. D. W. Subasinghe suggested reference to the Superintendent of Works.

The mover agreed, and with the leave of Council withdrew the motion for the present.

(5) Mr. S. H. Dahanayake moved—This Council is of opinion that cement drains be constructed in Talapitiya, China Garden, and Bazaar immediately. Mr. D. W. Subasinghe seconded *pro forma*.

Mr. C. L. Wickramasinghe opposed the motion, and drew attention to resolution 7 (1) passed at the last meeting. The Chairman also opposed the motion, which was put to the meeting and declared lost by 6 votes to 1.

(6) Mr. S. H. Dahanayake moved—This Council is of opinion that all owners of rice stores in the Bazaar be ordered to make their stores ratproof.

The Chairman asked if the mover would be content if the matter is referred to the Medical Officer of Health for report. The mover agreed, and with the leave of Council withdrew the motion for the present.

(7) Mr. S. H. Dahanayake moved—In view of the scarcity of water this Council is of opinion that the three wells leased out for the year 1928 be given over to the general public for free use till the duplication of the main.

The motion was not seconded, and was declared lost.

(8) Mr. S. H. Dahanayake moved—This Council is of opinion that a permanent tender board be appointed from among the Members of this Council.

The motion was not seconded, and was declared lost.

(9) Mr. S. H. Dahanayake moved—This Council is of opinion that Sanitary Inspectors be transferred from one ward to another every three years. Mr. D. W. Subasinghe seconded.

The Chairman pointed out that it is a matter of departmental administration, and thought the executive should not be hampered.

Mr. J. E. Perera opposed the motion.

Mr. C. L. Wickramasinghe moved as an amendment that it is desirable that Sanitary Inspectors should not be kept in the same ward for lengthy periods. Mr. C. E. de Vos seconded.

The Chairman opposed the amendment, and Mr. D. W. Subasinghe was in favour of it.

The amendment was carried by 4 votes to 1.

(10) Mr. S. H. Dahanayake moved—This Council is of opinion that the night soil conservancy of the town be taken up after 9.30 P.M.

The motion was not seconded, and was declared lost.

(11) Mr. S. H. Dahanayake moved—This Council is of opinion that tenders be called for the purchase of the fish rent.

Mr. D. W. Subasinghe, who rose to a point of order, said that as there was no fish rent tenders could not be invited.

The Chairman upheld the objection and ruled the motion out of order.

(12) Mr. S. H. Dahanayake moved—This Council is of opinion that the services of the Municipal Council's lawyer be dispensed with from January 1, 1928. Mr. C. E. de Vos formally seconded, but spoke against the motion.

Mr. C. L. Wickramasinghe and Mr. D. W. Subasinghe also spoke against the motion.

The Chairman spoke highly of the usefulness of the Council's lawyer, and was against the motion.

The mover replied.

The motion was put to the meeting, and declared lost by 6 votes to 1.

(13) Mr. S. H. Dahanayake moved—This Council is of opinion that boutique owners in the High street of Galle be allowed to put up new upstairs buildings without observing the regulations laid down for buildings abutting on public roads. Mr. C. L. Wickramasinghe, who rose to a point of order, said it would be aiding and abetting a breach of the Housing Ordinance.

The Chairman ruled the motion out of order.

(14) The following motion stood in the name of Mr. S. H. Dahanayake :—This Council is of opinion that the levelling of the esplanade be taken up immediately.

The mover with the leave of Council withdrew the motion.

4. Nomination of two members to serve on the Education District Committee for the Galle Municipal area from January 1, 1928.

Mr. C. L. Wickramasinghe moved the nomination of the present members—Mr. D. W. Subasinghe and Mr. P. A. Wadood. Mr. C. E. de Vos seconded.—Carried.

5. Application from the widow of scavenging cooly N. V. Cornelis Appu for a gratuity—Resolved that a gratuity of Rs. 58·50, being three months' pay of the office, be granted to the widow under rule 24 of the Council Pension Minute.

6. Application for a licence for a beef stall at Katugoda—Resolved that a licence be granted, and that the fee be Rs. 2·50 per mensem.

The following extracts from the Minutes of the Standing Committees on Municipal Works and Finance and Assessment were laid before the Council :—

7.—*Extracts from the Minutes of the Standing Committee on Municipal Works of October 8, 1927.*

(3) Amended estimate of Rs. 1,000 for draining the swamp near the quarry and the waste water from the power station.—Recommended that the amended estimate be passed.

*Resolution of Council of November 12, 1927.*

Resolved to let it stand over till the next meeting.

*Resolution.*

Resolved that the recommendation of the Standing Committee be adopted.

8.—*Extracts from the Minutes of the Standing Committee on Municipal Works of November 12, 1927.*

(2) To recommend that the estimate for the maintenance of Hirimbura road be exceeded by Rs. 1,800, the excess to be met from saving on other road estimates.—Recommended.

(3) To consider the following estimates :—(a) Rs. 1,100 for building side drains along Small Cross street, Fort.—Recommended, subject to the approval of the Provincial Engineer. (b) Rs. 200 for building a short length of drain at the top of Cripps road.—Recommended. (c) Rs. 175 for repairing the bungalow of the Cemetery-keeper.—Recommended that the estimate be reduced by Rs. 50 (live fence and contingencies). (d) Rs. 350 for making two scavenging carts.—Recommended. (f) Rs. 150 for building three trapped gullies in Small Moderabay street.—Recommended. (g) Rs. 750 for procuring water meter fittings, and Rs. 500 for copper wire cloth for strainers.—Recommended. (h) Rs. 8,000 for rubble barriers to prevent erosion at Victoria Park and the esplanade at the mouth of the Keppu-ela.—Resolved to request Government to take steps to protect the banks from erosion.

*Resolution.*

Resolved that the recommendations of the Standing Committee be adopted.

9.—*Extracts from the Minutes of the Standing Committee on Finance and Assessment of November 12, 1927.*

(2) To consider tenders for the lease of the garden produce of the Segregation Camp and the Infectious Diseases Hospital.—Recommended that E. D. P. de Silva's tender of Rs. 520 per annum be accepted, with the further condition that if it should become necessary for the Council to cut down any trees, the lessee will not be entitled to any compensation.

(4) Acquisition of land in the Bazaar for sanitary improvements.—Considered the Chairman's memorandum on the acquisition of certain lots in block D of acquisition plan No. 12,384, the price of which was considerably higher than Mr. Eastman's assessment.—Recommended that the acquisition be proceeded with.

*Resolution.*

Resolved that the recommendations of the Standing Committee be adopted.

10. The following documents were laid on the table :—

(1) Statement of receipts and disbursements to end of November, 1927.

(2) Progress report of works done on estimates during November, 1927.

(3) Report of the Inspector of Vehicles on carriages plying for hire during November, 1927.

(4) Diaries of (a) the Medical Officer of Health ; (b) the Superintendent of Works ; (c) the Inspector of Works ; and (d) the Manager, Health Department.

Confirmed :

L. W. C. SCHRADER,  
Chairman.

The Municipal Office,  
Galle, January 21, 1928.

**Minutes of Proceedings of a Special Meeting of the Municipal Council of Galle held in the Municipal Office on December 10, 1927, immediately after the General Meeting of the Council, pursuant to Notice dated December 5, 1927, to consider finally the Budget for the Year 1928, in accordance with the provisions of section 98 of Ordinance No. 6 of 1910.**

*Present* :—Mr. L. W. C. Schrader, Chairman ; Mr. D. W. Subasinghe ; Mr. C. E. de Vos ; Mr. J. E. Perera ; Mr. C. L. Wickramasinghe ; and Mr. S. H. Dahanayake.

A Budget containing (a) an estimate of the available income ; (b) details of proposed expenditure, as printed and published in *Government Gazette* No. 7,611 of October 21, 1927, was laid before the Council.

Resolved that a sum of Rs. 2,400 be provided as item D 37A, Flood outlets, Talapitiya area ; Rs. 2,500 as item D 48A, widening dangerous corner, Circular road ; Rs. 500 as item D 48B, widening dangerous corner, Richmond Hill road ; and Rs. 3,000 as item D 48C, Tarring roads.

The Chairman formally moved that the Budget as amended be adopted, and that the taxes proposed to be levied for 1928, under the Municipal Councils Ordinance, 1910, and enumerated on page 5 of the Draft Budget, be imposed and enforced. Mr. D. W. Subasinghe seconded.—Carried.

Confirmed :

L. W. C. SCHRADER,  
Chairman.

The Municipal Office,  
Galle, January 21, 1928.

## A.—Statement showing the Total Receipts and Disbursements to end of December, 1927.

REVENUE.	Amount		Actual		EXPENDITURE.	Amount		Actual Dis-	
	Estimated.		Receipts.			Estimated.		bursements.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Taxes ..	19,575	0	23,289	20	Non-effective charges ..	22,202	14	22,171	99
Rates ..	116,800	0	126,541	19	Administrative charges ..	68,021	0	70,749	97
Licences ..	16,000	0	18,296	50	Health Department :—				
Judicial fines ..	4,000	0	5,998	84	Sanitation Branch ..	2,150	0	1,647	83
Slaughter-house ..	4,600	0	5,121	20	Conservancy ..	27,689	0	29,951	6
Conservancy ..	26,000	0	26,904	28	Scavenging ..	22,581	0	22,570	11
Markets ..	26,963	0	27,553	5	Works Department :—				
Rents ..	6,352	0	7,970	86	Annually recurrent ..	48,400	0	46,444	5
Cemetery ..	300	0	288	0	Extraordinary ..	17,000	0	11,49	69
Water ..	2,850	0	2,898	6	Waterworks ..	4,200	0	6,608	72
Miscellaneous ..	68,033	0	66,430	49	Municipal Court ..	2,250	0	2,031	50
					Markets ..	830	0	2,272	82
					Slaughter-house ..	1,723	0	1,810	54
					Cemetery ..	350	0	300	0
					Street lighting ..	13,176	0	11,088	72
					Miscellaneous ..	45,830	0	47,058	90
Total Revenue ..	291,273	0	310,991	67	Total Expenditure ..	276,402	14	275,955	90
Advance repaid by Electricity Department ..	—	—	54,134	67	Advance to Electricity Department, revenue account ..	—	—	53,748	2
Deposits ..	—	—	5,918	42	Deposits repaid ..	—	—	6,241	43
Advance repaid ..	—	—	1,268	0	Advance to Electricity Department, capital account ..	—	—	33,461	19
Total receipts ..	—	—	372,3	2 76	Total disbursements ..	—	—	—	—
Cash balance on January 1, 1927 ..	—	—	162,569	47	Cash balance on December 31, 1927 ..	—	—	165,475	69
Total ..	—	—	534,882	23	Total ..	—	—	534,8-2	23

## B.—Surplus and Deficit Account.

	Amount.			Amount.	
	Rs.	c.		Rs.	c.
Expenditure from January 1 to December 31, 1927 ..	275,955	90	Surplus on January 1, 1927 ..	220,598	66
Surplus on December 31, 1927 ..	255,634	43	Revenue from January to December 31, 1927 ..	310,991	67
Total ..	531,590	33	Total ..	531,590	33

## C.—Balance Sheet as at December 31, 1927.

LIABILITIES.	Amount.		ASSETS.	Amount.	
	Rs.	c.		Rs.	c.
Deposits ..	8,774	71	Cash in Bank :—		
Surplus ..	255,634	43	Fixed deposits ..	152,275	0
Total ..	264,409	14	Current account ..	15,721	79
			Uncashed cheques ..	2,521	10
				13,200	69
			Advance to Electricity Department, capital account ..	98,923	45
			Advances ..	10	0
			Total ..	264,409	14

## B 1.—ELECTRICITY REVENUE ACCOUNT.

Statement showing the Receipts and Disbursements to December 31 1927.

DISBURSEMENTS.		Rs.	c.	RECEIPTS.		Rs.	c.
Vote No.				Vote No.			
1.	Fuel .. ..	6,987	39	1.	Private lighting .. ..	38,253	20
2.	Oil, waste, &c. .. ..	2129	20	2.	Public lighting .. ..	10,800	0
3.	Salaries and wages at works .. ..	7,425	0	3.	Municipal Department .. ..	644	50
5.	Repairs and maintenance of machinery .. ..	484	90	4.	Rent of meters .. ..	3,746	50
6.	Salaries of outdoor staff .. ..	2,081	92	5.	Sundry receipts .. ..	690	97
7.	Repairs of meters switches .. ..	144	35		By deficit carried forward to 1928 .. ..	2,292	58
9.	Public repairs and maintenance .. ..	1,200	75				
10.	Management salaries .. ..	4,287	83				
11.	Printing and stationery .. ..	399	79				
13.	Telephone .. ..	558	72				
15.	Sundry charges .. ..	1,886	57				
16.	Services .. ..	8,416	10				
17.	Interest .. ..	9,951	9				
18.	Tools .. ..	205	0				
	Expenditure by D. P. W., April to June (details not received) .. ..	10,288	61				
		<u>56,427</u>	<u>25</u>			<u>56,427</u>	<u>25</u>

## B 2.—NETT REVENUE ACCOUNT, DECEMBER 31, 1927.

	Rs.	c.		Rs.	c.
January 3, 1927, deficit brought forward from 1926 .. ..	1,924	24	Deficit carried forward to 1928 .. ..	11,761	36
December 31, 1927 (deficit for 1927) .. ..	2,292	58			
Depreciation for 1927 .. ..	7,544	54			
	<u>11,761</u>	<u>36</u>		<u>11,761</u>	<u>36</u>

## B 3.—BALANCE SHEET, DECEMBER 31, 1927.

LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.
Loans from Local Loans and Development Fund .. ..	135,000	0	Capital, meters .. ..	12,183	45		
Advances from Municipal Fund .. ..	98,923	45	Capital, buildings .. ..	22,212	37		
			Capital, mains .. ..	89,730	95		
			Capital, engines .. ..	85,926	49		
			Capital, workshop tools and sundry plant .. ..	6,017	7		
			Capital, other expenses .. ..	6,049	54		
			Advance to D. P. W. .. ..	42	22		
			Deficit carried forward to 1928 .. ..	11,761	36		
		<u>233,923</u>	<u>45</u>		<u>233,923</u>	<u>45</u>	

The Municipal Office,  
Galle, January 21, 1928.

ARTHUR ARNDT.  
Secretary.

## NOTICE TO MARINERS.

No. 2 of 1928.

CEYLON.

Colombo Approaches.

IT is requested that vessels approaching Colombo shall await the Pilot in a position 1 mile 335° (N.N.W. Mag.) from the Fixed Red Light, at extremity of S.W. Breakwater.

Direction of ship's head to be S.E.

It is further requested that the following provisions may be made for Pilot boarding:—

- A boat rope to be ready from the forecabin to a point at least 20 feet abaft the Pilot's ladder, the whole length of this rope to be easily accessible to the Pilot boat and its after end tended by a seaman instructed to let go when required by the Pilot boat Coxswain.
- Two man ropes of at least 3" rope with the lower ends free to be hung from the ship's rail.
- By night a bright light to be shown midway between rail and water to indicate the position of the ladder and boat rope.
- In ships of high freeboard fitted with gangway doors, the lee gangway door to be opened and ladder hung from there.
- On foreign vessels an English-speaking Officer to be in attendance at the gangway.

Notice to Mariners (un-numbered) of October 15, 1926, is hereby cancelled.

Master Attendant's Office,  
Colombo, February 9, 1928.

E. C. SNODGRASS, Captain, R.N. (Retd.),  
Master Attendant.

## NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specification has been accepted :—

No. 2,279 of November 26, 1927.

*Rubber Latex Research Corporation.*

Stabilized latex and method of making the same.

*Abstract.*—Blood or haemoglobin is added to latex in the proportions of 1 to 10 per cent.

The claims are :—

1. Stabilized latex, containing blood or blood components, particularly the "red end" or haemoglobin.
2. Stabilized latex according to claim 1, containing from 1 per cent. to 10 per cent. of the blood or blood component.
3. A method of stabilizing latex against coagulation, which consists in adding to the latex from 1 per cent. to 10 per cent. of blood or blood components, particularly the "red end" or haemoglobin.
4. The improved stabilized latex, and method of stabilizing latex, substantially as hereinbefore described for the purpose specified.

No drawings.

NORMAN RAE,  
Registrar of Patents.

## NOTICES UNDER "THE LOCAL GOVERNMENT ORDINANCE, No. 11 OF 1920."

### THE JAFFNA URBAN DISTRICT COUNCIL.

#### Statement of Revenue and Expenditure for the Year 1927.

REVENUE.		Rs. c.	EXPENDITURE.		Rs. c.
A.—General .. .. .	.. .. .	71,753 51	A.—General .. .. .	.. .. .	15,255 49
B.—Thoroughfares .. .. .	.. .. .	18,530 9	B.—Thoroughfares .. .. .	.. .. .	59,463 80
C.—Resthouses and ambalams .. .. .	.. .. .	1,126 81	C.—Resthouses and ambalams .. .. .	.. .. .	1,577 15
D.—Council lands and buildings .. .. .	.. .. .	1,167 44	D.—Council lands and buildings .. .. .	.. .. .	1,290 47
E.—Public health .. .. .	.. .. .	23,933 15	E.—Public health .. .. .	.. .. .	46,730 33
F.—Public recreation .. .. .	.. .. .	1,334 51	F.—Public recreation .. .. .	.. .. .	16 50
G.—Cemeteries .. .. .	.. .. .	—	G.—Cemeteries .. .. .	.. .. .	—
H.—Dog registration .. .. .	.. .. .	927 30	H.—Dog registration .. .. .	.. .. .	378 5
I.—Weights and Measures .. .. .	.. .. .	97 50	I.—Weights and Measures .. .. .	.. .. .	—
J.—Electricity Department .. .. .	.. .. .	—	J.—Electricity Department .. .. .	.. .. .	—
Total revenue .. .. .		118,870 31	Total expenditure .. .. .		124,711 79
Deposits .. .. .	.. .. .	8,887 65	Refunds of deposits .. .. .	.. .. .	6,575 75
Refunds of Advances .. .. .	.. .. .	460 92	Advances .. .. .	.. .. .	5,481 50
Balance on January 1, 1927—		Rs. c.	Balance on December 31, 1927—		Rs. c.
Deposits .. .. .	.. .. .	15,784 26	Deposits .. .. .	.. .. .	18,096 16
Surplus .. .. .	.. .. .	36,549 33	Surplus .. .. .	.. .. .	25,687 27
Total .. .. .		52,333 59	Total .. .. .		43,783 43
Total .. .. .		180,552 47	Total .. .. .		180,552 47

#### Statement of Assets and Liabilities on December 31, 1927.

LIABILITIES.		Rs. c.	ASSETS.		Rs. c.
Deposits .. .. .	.. .. .	18,096 16	Cash at Kachcheri .. .. .	.. .. .	6,847 35
Outstanding payment orders .. .. .	.. .. .	3,671 6	Fixed deposits :—		
Uncashed cheques .. .. .	.. .. .	788 90	Hong Kong and Shanghai Bank .. .. .	.. .. .	15,000 0
Balance :—		Rs. c.	Chartered Bank .. .. .	.. .. .	15,000 0
Advance account .. .. .	.. .. .	47,754 28	Deposit in Ceylon Savings Bank .. .. .	.. .. .	2,000 0
Surplus .. .. .	.. .. .	25,687 27	Current account in National Bank .. .. .	.. .. .	9,396 4
Total .. .. .		73,441 55	Outstanding advances .. .. .	.. .. .	47,754 28
Total .. .. .		95,997 67	Total .. .. .		95,997 67



## LOCAL BOARD NOTICES.

## LOCAL BOARD OF GAMPOLA.

## Statement of Revenue and Expenditure for 1927.

REVENUE.	Rs.	c.	EXPENDITURE.	Rs.	c.
A.—General expenditure ..	27,668	59	A.—General expenditure ..	7,728	92
B.—Thoroughfares ..	78	0	B.—Thoroughfares ..	7,554	64
C.—Board land and buildings ..	1,854	30	C.—Board lands and buildings ..	618	62
D.—Public health ..	15,309	89	D.—Public health ..	25,030	89
E.—Parks ..	46	25	E.—Parks and recreation ..	3,641	75
F.—Cemeteries ..	372	0	F.—Cemeteries ..	3,088	26
G.—Dogs ..	167	50	G.—Dogs ..	79	54
H.—Weights and measures ..	256	57	H.—Weights and measures ..	256	57
I.—Education ..	1,500	0	I.—Education ..	—	—
Other receipts ..	1,884	70	Other payments ..	1,113	65
	49,137	80		49,112	84
Balance on December 31, 1926 ..	38,451	44	Balance on December 31, 1927 ..	38,476	40
Total ..	87,589	24	Total ..	87,589	24

## Statement of Assets and Liabilities of the Local Board of Gampola on December 31, 1927.

LIABILITIES.	Rs.	c.	ASSETS.	Rs.	c.
Payment orders outstanding ..	193	75	Cash in hand ..	138	45
Surplus ..	38,282	65	Cash in Kachcheri ..	18,337	95
Total ..	38,476	40	Cash in bank ..	20,000	0
			Total ..	38,476	40

## Budget of the Local Board of Gampola for the Year 1928.

REVENUE.	Rs.	c.	EXPENDITURE.	Rs.	c.
A.—General revenue ..	30,383	0	A.—General expenditure ..	8,574	40
B.—Thoroughfares ..	3,526	20	B.—Thoroughfares ..	12,101	0
C.—Board lands and buildings ..	350	0	C.—Board land and buildings ..	2,800	0
D.—Public health ..	19,735	0	D.—Public health ..	37,686	0
E.—Parks and public recreations ..	50	0	E.—Parks and public recreations ..	500	0
F.—Cemeteries ..	360	0	F.—Cemeteries ..	532	0
G.—Dogs ..	100	0	G.—Dogs ..	67	50
H.—Weights and measures ..	250	0	H.—Weights and measures ..	250	0
	51,754	20		62,510	90
Balance brought forward ..	38,476	40	Estimated balance ..	30,719	70
Total ..	93,230	60	Total ..	93,230	60

February 14, 1928.

R. H. WHITEHORN,  
Chairman and Treasurer.

## LOCAL BOARD OF HATTON-DIKOYA.

## Statement of Revenue and Expenditure of the Local Board of Hatton-Dikoya for the Year 1927.

REVENUE.	Rs.	c.	EXPENDITURE.	Rs.	c.
A.—General ..	27,062	37	A.—General ..	5,952	75
B.—Thoroughfares ..	—	—	B.—Thoroughfares ..	3,223	40
C.—Board lands and buildings ..	84	0	C.—Board lands and buildings ..	55	28
D.—Public health ..	9,109	85	D.—Public health ..	40,508	43
E.—Public recreation ..	94	0	E.—Public recreation ..	—	—
F.—Cemeteries Ordinance, No. 9 of 1899 ..	39	50	F.—Cemeteries Ordinance, No. 9 of 1899 ..	450	0
G.—Dog Registration Ordinances, Nos. 25 of 1902 and 7 of 1893 ..	92	0	G.—Dog Registration Ordinances, Nos. 25 of 1902 and 7 of 1893 ..	36	75
H.—Weights and Measures Ordinance, No. 8 of 1876 ..	—	—	H.—Weights and Measures Ordinance, No. 3 of 1876 ..	—	—
I.—Education ..	—	—	I.—Education ..	—	—
Deposits ..	1,020	0	Deposits ..	20	0
Loan account ..	50,000	0	Loan account ..	50,000	0
J.—Miscellaneous ..	55,871	79	J.—Miscellaneous ..	53,386	81
	143,373	51		153,633	42
Balance on January 1, 1927 ..	34,366	41	Balance on December 31, 1927 ..	24,106	50
Total ..	177,739	92	Total ..	177,739	92

## Statement of Assets and Liabilities of the Local Board of Hatton-Dikoya on December 31, 1927.

LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.
Payment orders outstanding ..	..	1,102	10	Cash in Bank ..	..	4,198	90
Balance surplus ..	..	24,106	50	Cash in Kachcheri ..	..	9,459	45
				Cash as fixed deposit at Hatton Bank ..	..	10,550	0
				Deposit at the Ceylon Savings Bank ..	..	1,000	0
				Cash in hand ..	..	0	25
		Total ..	25,208 60	Total ..	..	25,208 60	

February 9, 1928.

R. H. WHITEHORN,  
Chairman and Treasurer.

## SANITARY BOARD, KEGALLA DISTRICT.

## Statement of Receipts and Payments of the Town of Yatiyantota for the Year 1927.

RECEIPTS.		Amount.	Total.	PAYMENTS.		Amount.	Total.
		Rs.	c.			Rs.	c.
Balance on December 31, 1926 ..	..	—	5,017 53	<i>Expenditure.</i>			
<i>Revenue.</i>				Establishment ..	..	493	90
Taxes ..	..	3,061	54	Commission ..	..	113	55
Licences ..	..	1,260	50	Office contingencies ..	..	48	73
Rents ..	..	189	0	Sanitation ..	..	1,704	17
Slaughter-house fees ..	..	298	75	Lighting ..	..	143	47
Miscellaneous ..	..	105	21	Public works ..	..	3,691	33
			4,915 0	Chairman's vote for urgent repairs ..	..	7	30
				Audit ..	..	47	83
				Miscellaneous ..	..	121	29
				Balance on December 31, 1927 ..	..		
			9,932 53			6,101	57
						3,530	96
						9,932	53

## Statement of Assets and Liabilities on December 31, 1927.

LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.
Surplus ..	..	3,530	96	Cash in Kegalla Kachcheri ..	..	3,530	96

## Statement of Receipts and Payments of the Town of Dehiowita for the Year 1927.

RECEIPTS.		Amount.	Total.	PAYMENTS.		Amount.	Total.
		Rs.	c.			Rs.	c.
Balance on December 31, 1926 ..	..	—	6,210 40	<i>Expenditure.</i>			
<i>Revenue.</i>				Establishment ..	..	747	90
Taxes ..	..	3,309	88	Commission ..	..	99	91
Licences ..	..	1,713	0	Office contingencies ..	..	46	39
Cemetery fees ..	..	9	0	Sanitation ..	..	1,327	91
Slaughter-house fees ..	..	204	0	Lighting ..	..	107	99
Miscellaneous ..	..	239	20	Public works ..	..	402	36
			5,475 8	Chairman's vote for urgent works ..	..	60	0
				Audit ..	..	51	70
				Miscellaneous ..	..	140	79
				Balance on December 31, 1927 ..	..		
			11,685 48			2,984	98
						8,700	50
						11,685	48

## Statement of Assets and Liabilities on December 31, 1927.

LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.
Surplus ..	..	8,700	50	Cash in Kegalla Kachcheri ..	..	8,700	50

## Statement of Receipts and Payments of the Town of Rambukkana for the Year 1927.

RECEIPTS.		Amount.	Total.	PAYMENTS.		Amount.	Total.
		Rs.	c.			Rs.	c.
Balance on December 31, 1926 ..	..	—	6,373 23	<i>Expenditure.</i>			
<i>Revenue.</i>				Establishment ..	..	1,479	78
Taxes ..	..	7,169	91	Commission ..	..	354	35
Licences ..	..	958	13	Office contingencies ..	..	98	22
Rents ..	..	1,189	69	Sanitation ..	..	3,124	26
Conservancy fees ..	..	1,092	75	Rents (railway) ..	..	62	0
Cemetery fees ..	..	46	50	Lighting ..	..	239	20
Cattle pound fees ..	..	57	25	Acquisition ..	..	76	75
Slaughter-house fees ..	..	172	25	Public works ..	..	3,165	48
Miscellaneous ..	..	438	3	Audit ..	..	107	60
			11,124 51	Miscellaneous ..	..	116	83
				Balance on December 31, 1927 ..	..		
			17,497 74			8,824	47
						8,673	27
						17,497	74

## Statement of Assets and Liabilities on December 31, 1927.

LIABILITIES.		Rs.	c.	ASSETS.		Rs.	c.
Surplus ..	..	8,673	27	Cash in the Kegalla Kachcheri ..	..	8,673	27

The Kachcheri  
Kegalla, February 8, 1928.W. E. HOBDAJ,  
Chairman.

## ROAD COMMITTEE NOTICES.

## Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 675.00
Private contributions	..	Rs. 681.75

1st section,  $\frac{1}{2}$  mile.

Proprietors or Agents.	Estates.	Acreage.
Rangalla Consolidated (E. S. Wilson)	.. Ranwella	.. 200

1st and 2nd sections, 1 mile.		
Girindiella Tea Co. (E. R. Cox)	.. New Tunisgalla	415

1st to 4th section, 1 $\frac{1}{2}$ mile.		
D. O'Connell and E. L. S. Agar (A. W. Maddock)	.. Tunisgalla	.. 437
Galaha and Ceylon Tea and Agency Co. (C. H. Todd)	.. Cottaganga	.. 612
Gordon Frazer & Co., Ltd. (J. D. Morrison)	.. Gonawela	.. 560
Girindiella Tea Co. (E. R. Cox)	.. Girindiella	.. 351

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

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

## Kadugannawa-Alagalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office at Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 3,000
Private contributions	..	Rs. 3,030

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
D. C. Wijewardene	.. Mount Colville	.. 21 $\frac{1}{2}$
W. C. Dias	.. Maligatenna	.. 51 $\frac{1}{2}$

1st to 3rd section, 3 miles.		
Felix Dias	.. Kumaragala	.. 142

1st to 4th section, 4 miles.		
H. P. & L. P. Rudd (S. R. Hamer)	.. Beltoff	.. 157

1st to 5th section, 5 miles.		
P. J. Benwell (W. R. Hancock)	.. Andiatenna	.. 200
Tismode Estates Co. (W. R. Hancock)	.. Tismode & Seafield	460
Allagala Tea and Rubber Co. (R. Wilkins)	.. Alagalla	.. 871 $\frac{1}{2}$
Eastern Produce & Estates Co., Ltd. (A. M. Macneill)	.. Kirimittia & Peak	971
W. A. B. Soysa	.. Oolankanda	.. 175
Heirs of H. W. Garvin & J. G. Cruishank (N. H. G. Campbell)	.. Kottogodde	.. 105

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

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

## Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)  
(Kowlahena Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 42.00
Private contributions	..	Rs. 42.42

Proprietors or Agents. Estates. Acreage.

F. A. & W. N. Fairlie (G. H. Callander)	.. Kowlahena and Conon	.. 366
Sumatravale Estates Co., Limited	.. Maria	.. 297
The Dimbula Valley Tea Co., Ltd.	.. Lippakele	.. 206
The Ceylon Estates Investment Association, Limited	.. Macduff	.. 221
Ceylon Tea Plantations Co., Ltd. (Col. J. A. S. Agar)	.. Tangakelley	.. 910
The Vallekellie Tea Company	.. Ouwahkellie	.. 593
The Dimbula Valley Tea Company	.. Elgin	.. 291
Do.	.. Kellyhill	.. 158

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

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

## Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)  
(Henfold Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	Rs. 49.00
Private contributions	..	Rs. 49.49

Proprietors or Agents. Estates. Acreage.

Geo. Beck (J. E. Baillie Hamilton)	.. Henfold and St. Regulas	.. 570
F. A. & W. N. Fairlie (G. H. Callander)	.. Kowlahena and Conon	.. 366
Sumatravale Estates Co., Limited	.. Maria	.. 297
The Dimbula Valley Tea Co., Ltd.	.. Lippakele	.. 206
The Ceylon Estates Investment Association, Limited	.. Macduff	.. 221
Ceylon Tea Plantations Co., Ltd. (Col. J. A. S. Agar)	.. Tangakelley	.. 910
The Vallekellie Tea Company	.. Ouwahkellie	.. 593
The Dimbula Valley Tea Company	.. Elgin	.. 291
Do.	.. Kellyhill	.. 158

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

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

**Preston Junction-Agra Branch Road.**

(Between Glenlyon Junction and end of Agra Road.)  
(Waverley Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above bridge for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	..	Rs. 52.00	
Private contributions	..	Rs. 52.52	
Proprietors or Agents.		Estates.	Acreage.
Ceylon Tea Plantations Co., Ltd. (F. Lushington)	..	Waverley	.. 157
Glasgow Estate Company, Ltd.	..	Nithsdale	.. 242
Portmore Tea Estate Co., Ltd.	..	Portmore	.. 311
Do.	..	Aldourie	.. 269
Lutyens Bros. (F. Lushington)	..	Morninton	.. 417
Ceylon Tea Plantations Co., Ltd.	..	Ardallie	.. 209
Heirs of T. Mackie and P. Moir (W. B. Bartlet)	..	Lot 112,364, Powys land	.. 165
Balmoral Ceylon Estates Co., Ltd.	..	Sandringham and Yarravale	.. 542
New Dimbula Company, Ltd.	..	Diyagama	.. 3,125
Heirs of J. M. Sayres	..	Nutbourne	.. 172

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

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

**Ulapane-Riverside Branch Road.**

(Ulapane Bridge.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above bridge, situated on 2nd section of the road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	..	Rs. 185.00	
Private contributions	..	Rs. 186.85	
Proprietors or Agents.		Estates.	Acreage.
The English and Scottish Co- operative Wholesale Societies and T. A. Griffiths	..	Mahavilla	.. 321
Do.	..	Weliganga and Halgolla	.. 204
Do.	..	Denmark	.. 150
Messrs. Lee, Hedges & Co. (F. D. Milner)	..	Kanapediwatta	.. 527
Vailoo Cangany	..	Mahugahena	.. 65
Korale Estates Co., Messrs. Brooke. Bond & Co., and R. W. Mayo	..	Riverside	.. 390
The English and Scottish Co- operative Wholesale Societies and D. A. Mc Phail	..	Dambagalla	.. 98
Do.	..	Nugawella	.. 191

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

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

**Brownlow-Luccombe Branch Road.**

S rengthening Bridges.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	..	Rs. 1,640.00	
Private contributions	..	Rs. 1,65.40	
1st section, 35.20 lines.			
Proprietors or Agents.		Estates.	Acreage.
Geo. Steuart & Co.	..	Kintyre	.. 288
1st to 2nd section, 66.00 lines.			
Geo. Steuart & Co.	..	Bitterne	.. 169
1st to 3rd section, 86.40 lines.			
Geo. Steuart & Co.	..	Gangawatta	.. 186
C. Creasy Hood	..	Kelaniya	.. 351
1st to 4th section, 127.60 lines.			
Lewis Brown & Co.	..	Mousakellie	.. 278
Gordon Frazer & Co., Ltd.	..	Ricarton and Leaston	.. 596
1st to 5th section, 158.40 lines.			
Miss V. N. Hood	..	Ekolsund	.. 305
1st to 6th section, 184.80 lines.			
Lewis Brown & Co.	..	Nyanza	.. 394
1st to 7th section, 204.34 lines.			
Whittall & Co.	..	Rutherford	.. 276
Do.	..	Luccombe and Heath- field	.. 478
Lambert L. Pieris	..	Hapugastenne	.. 606

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

W. L. KINDERSLEY,

Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

**Darrawela-Annfield Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety	..	Rs. 1,800.00	
Private contributions	..	Rs. 1,818.00	
1st section, 32.85 lines.			
Proprietors or Agents.		Estates.	Acreage.
N. G. Campbell	..	Darrawella	.. 697
1st to 2nd section, 1 mile, 17.65 lines.			
Carson & Co.	..	Hadley	.. 228
1st to 3rd section, 1 mile, 32.56 lines.			
M. L. Wilkins	..	Invery and Water- loo	.. 513
R. C. Scott	..	Ottery No. 1	.. 242
1st to 4th section, 2 miles, 19.07 lines.			
R. C. Scott	..	Ottery (Stamford Hill Division)	.. 140
1st to 5th section, 2 miles, 31.84 lines.			
A. G. Johnstone	..	St. Leys	.. 130

## 1st to 6th section, 3·50 miles.

Proprietors or Agents.	Estates.	Acreeage.
H. B. Daniel (Agent)	.. Annfield	.. 234
Do.	.. Kinloch	.. 121
George Steuart & Co.	.. Roserea and Dorothea	.. 213
H. M. McLeod	.. Erlsmere	.. 170
Vogan Tea Company (Lee. Hedges & Co., Agents)	.. Stamford Hill	.. 135
Do.	.. Barkindale	.. 81

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

## Norwood-Upcot Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :-

Government moiety	.. Rs. 5,450·00
Private contributions	.. Rs. 5,504·50

## 1st and 2nd sections, 1½ mile.

Proprietors or Agents.	Estates.	Acreeage.
M. Elton Lane	.. Haloowella	.. 244

## 1st to 5th section, 3¼ miles.

J. M. Robertson & Co.	.. Lanka and Craighill	.. 204
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## 1st to 6th section, 4 miles.

R. Cotesworth	.. Stockholm	.. 283
Do.	.. Lower Cruden	.. 194

## 1st to 7th section, 4¼ miles.

Geo. Steuart & Co.	.. Mahagala	.. 290
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## 1st to 8th section, 5½ miles.

Geo. Steuart & Co.	.. Mahanilu	.. 290
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## 1st to 9th section, 6 miles.

Harrisons & Crosfield, Ltd.	.. Kincora	.. 245
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## 1st to 10th section, 6¾ miles.

Geo. Steuart & Co.	.. Gouravilla	.. 706
Ceylon Tea Plantations Co.	.. Alton	.. 225
Do.	.. Beaconsfield	.. 168
Geo. Steuart & Co.	.. Minna	.. 277

## 1st to 12th section, 7 9/10 miles.

Mackwoods, Ltd.	.. Scarborough	.. 276
Geo. Steuart & Co.	.. Ormidale	.. 350
Do.	.. Anandale	.. 296
Do.	.. Cleveland	.. 340
Rosehaugh Tea Co.	.. Caledonia and Meeriacotta	.. 409
Fairlawn Estates Co.	.. Suriakanda	.. 221
Do.	.. Fairlawn	.. 297
Do.	.. Glencoe (Bargany)	.. 208
Scottish Ceylon Tea Co.	.. Mincing Lane	.. 194
E. J. Austin (George Steuart & Co., Agents)	.. Ladbrook	.. 208
Ceylon Tea Plantations Co.	.. Upcot	.. 232
Geo. Steuart & Co.	.. Strathspey	.. 231
Scottish Ceylon Tea Co., Agents	.. Blairavon	.. 177

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

## Maskeliya-Cruden Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sums for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :-

Government moiety	.. Rs. 2,950·00
Private contributions	.. Rs. 2,979·50

## 1st section, 27·68 lines.

Proprietors or Agents.	Estates.	Acreeage.
J. M. Robertson & Co.	.. Glentilt	.. 448
Sir Thomas Lipton	.. Bunyan	.. 298
Do.	.. Ovoca	.. 255
G. B. de Mowbray	.. Dotale	.. 108

## 1st to 2nd section, 80·48 lines.

Bois Bros. & Co.	.. Queensland	.. 281
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## 1st to 4th section, 159·70 lines.

Whittall & Co.	.. Bloomfield	.. 262
Do.	.. Mottingham	.. 258
L. A. Wright	.. Dunnottar	.. 187
Colombo Commercial Co., Ltd.	.. Emelina	.. 205
Whittall & Co.	.. Brunswick	.. 256
Do.	.. Caskieben	.. 206
J. M. Robertson & Co.	.. Midlothian	.. 244
Do.	.. Mocha	.. 588

## 1st to 6th section, 190·08 lines.

J. M. Robertson & Co.	.. Deeside	.. 441
Geo. Steuart & Co.	.. Glenugie	.. 377
Do.	.. Bargrove	.. 205

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

## Maskeliya-Moray Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :-

Government moiety	.. Rs. 1,715·00
Private contributions	.. Rs. 1,732·15

## 1st and 2nd sections, 47·46 lines.

Proprietors or Agents.	Estates.	Acreeage.
Geo. Steuart & Co.	.. Kintyre	.. 288
Do.	.. Bitterne	.. 169
Gordon Frazer & Co.	.. Ricarton and Leaston	.. 596

## 1st to 3rd section, 64·88 lines.

A. N. Greig	.. Laxapana, York, and John's land	.. 866
The Laxapana Tea Co.	.. Blantyre	.. 239
Do.	.. St. Andrews	.. 321
C. Johnson	.. Dalhousie	.. 289
Do.	.. Situlaganga	.. 143
A. N. Greig	.. Suluganga	.. 155

## 1st to 4th section, 117·68 lines.

E. H. Etches	.. Forres	.. 387
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## 1st to 5th section, 158·40 lines.

Proprietors or Agents.	Estates.	Acreage.
Uplands Tea Estates Co. . .	Moray and Vallodolid . .	461
Do. . .	Geddes . .	198
Do. . .	Corfu . .	187
Do. . .	Rajamalle . .	212
L. Elwell . . .	Gartmore Group, Larchfield, Gartmore, Bevys, Frogmore . .	848
Shaw, Wallace & Co. . .	Adam's Peak . .	742

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

## Bathford Valley Branch Road (between Dikoya Post Office to Tillyrie Stores).

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety . . . . .	Rs. 3,200
Private contributions . . . . .	Rs. 3,232

## 1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Anglo-Ceylon and General Estate Co.	Darawella . .	697
Battalagalla Tea Estates Co. . .	Hadley . .	228
Scottish Ceylon Tea Company, Limited . . . . .	Invery . .	306
Vogan Tea Company . . . . .	Stamford Hill . .	135
Scottish Ceylon Tea Company, Limited . . . . .	Waterloo . .	207
H. B. Daniell . . . . .	Annfield . .	284
Do. . . . .	Kinlock . .	121
R. C. Scott . . . . .	Ottery . .	382
H. M. McLeod . . . . .	Erlsmere . .	170
George Stuart & Co. . . . .	Rostrea and Dorothea . .	213
A. G. Johnstone . . . . .	St. Ley's . .	130

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

Battalagalla Tea Estates Co. . .	Battalagalla . .	444
Lanka Tea Estates Co. . . . .	Forlyce Group . .	954
Vogan Tea Estates Co. . . . .	Barkindale . .	81
Wanna Rajah Tea Company of Ceylon, Ltd. . . . .	Menikwatte . .	478

## 1st to 4th section, 4 miles.

Chas. Mackwood & Co. . . . .	Bathford . .	220
Hornsey Tea Estates Company, Limited . . . . .	Hornsey . .	251

## 1st to 5th section, 5 miles.

Whittall & Co. . . . .	Ingestre . .	732
Hornsey Tea Estates Company, Limited . . . . .	Abercainey . .	222
C. Mackwood & Co. . . . .	Berat . .	227
Mrs. F. A. Davis . . . . .	Blinkbonnie . .	223

## 1st to 7th section, 6·60 miles.

The Ceylon Tea Plantation Company, Limited . . . . .	Tillyrie . .	772
South Wanarajah Co. . . . .	Poyston . .	322
The Robgill Tea Co., Ltd. . . . .	Robgill, Singarawatta, and Bon Accord . .	744

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

## Nugatenna-Deanstone Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety . . . . .	Rs. 2,400·00
Private contributions . . . . .	Rs. 2,424·00

## 1st to 5th section, 2½ miles.

Proprietors or Agents.	Estates.	Acreage.
Ceylon Amalgamated Co., Ltd., J. M. Robertson & Co. . . . .	Nugagalla . .	222

## 1st to 8th section, 3¾ miles.

Geo. Johnstone . . . . .	Nawanagalla . .	304
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## 1st to 10th section, 4·77 miles.

Kobonella Co. of Ceylon, Ltd. (J. G. Horsfall) . . . . .	Meemunagalla . .	537
Do. . . . .	Deanstone . .	576
Ceylon Amalgamated Co., J. M. Robertson & Co. . . . .	Hare Park . .	454
Kobonella Co. of Ceylon, Ltd. (J. G. Horsfall) . . . . .	Kobonella . .	718
Kana Luna Meeya Pulle . . . . .	Fincham's Land No. 1 . .	96
Puncha Vidane Duraya . . . . .	Fincham's Land No. 2 . .	31½
Ceylon Amalgamated Co., J. M. Robertson & Co. . . . .	Ensalwatta . .	265½
Do. . . . .	Dehigolla . .	475
Do. . . . .	Loolowatte . .	309
S. P. Santhiveeran and M. Aiyasamy . . . . .	Seecumbura . .	31
Ceylon Amalgamated Co., J. M. Robertson & Co. . . . .	Yahangalla . .	80
Messrs. Lipton, Ltd. (H. S. Hurst) . . . . .	St. Martin's . .	1,232

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

## Barnagala-Pen-y-lan Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions :—

Government moiety . . . . .	Rs. 1,000
Private contributions . . . . .	Rs. 1,942

## 1st to 3rd section, 2 miles 12 chains.

Proprietors or Agents.	Estates.	Acreage.
C. A. Laing . . . . .	Mossville . .	388
Gordon Frazer & Co. (H. F. C. Philips) . . . . .	Pen-y-lan . .	348
H. W. Malcomson . . . . .	Kellie Group . .	723
E. H. Simpson (W. F. Carter) . . . . .	Tamaravelly . .	870
C. A. Laing . . . . .	Malgolla . .	302
George Stuart & Co. (C. A. Johnson) . . . . .	Cattarem . .	289
H. Wiggin . . . . .	Doteloya . .	328
U. P. A. de Silva . . . . .	Kitulgala . .	66

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

W. L. KINDERSLEY,  
Provincial Road Committee's Office, Chairman.  
Kandy, February 14, 1928.

**Barnagala-Pen-y-lan Estate Cart Road.**

NOTICE is hereby given that the Local Committee having submitted an estimate for Rs. 1,200 for rebuilding culvert No. 15, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," will on Saturday, March 10, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution of Rs. 1,200:—

1st to 3rd section, 2 miles 12 chains.

Proprietors or Agents.	Estates.	Acreage.
C. A. Laing ..	Mossville ..	388
Gordon Frazer & Co. (H. F. C. Philips) ..	Pen-y-lan ..	348
H. W. Malcomson ..	Kellie Group ..	723
E. H. Simpson (W. F. Carter) ..	Tamaravelly ..	870
C. A. Laing ..	Malgolla ..	302
George Steuart & Co. (C. A. Johnson) ..	Cattarem ..	289
H. Wiggin ..	Doteloya ..	328
U. P. A. de Silva ..	Kitulgala ..	66

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

W. L. KINDERSLEY,  
Chairman.

Provincial Road Committee's Office,  
Kandy, February 14, 1928.

**Appointment of District Road Committee Members, Hambantota District.**

NOTICE is hereby given that the Provincial Road Committee, Southern Province, Gallo, acting under the provisions of section 33 of Ordinance No. 10 of 1861, have appointed the under-mentioned persons to be Members of the District Road Committee of Hambantota, for the years 1928, 1929, and 1930.

**District Road Committee of Hambantota.**

European Member: Mr. O. W. Henman.  
Burgher Member: Mr. H. W. Anthonisz.  
Ceylonese Member: Mr. H. O. Jayawardene.

K. VAITHIANATHAN,  
Secretary.

Road Committee Office,  
Galle, February 3, 1928.

**Election of Burgher and Ceylonese Members, District Road Committee, Trincomalee.**

IT is hereby notified that Messrs. S. Visvalingam and M. I. A. Rasool have been appointed members of the District Road Committee, Trincomalee, under section 33 of Ordinance No. 10 of 1861, to represent the Burgher and Ceylonese communities respectively for the years 1928, 1929, and 1930.

S. F. AMERASINGHE,for Chairman.

Provincial Road Committee Office,  
Batticaloa, February 8, 1928.

**Leangahawela-Poonagalla Road.**

NOTICE is hereby given that, in terms of sections 11 and 14 of "The Branch Roads Ordinance, 1896," a General Meeting of the proprietors or resident managers of the estates interested in the Leangahawela-Poonagalla road, will be held at Poonagalla Group Head Office on Monday, March 5, 1928, at 12 noon, for the purpose of electing a Local Committee to perform the duties imposed upon such said committee by the Ordinance, during the years 1928 and 1929.

The General Meeting for the election of the Local Committee must consist of such number of proprietors or resident managers within the district as shall represent not less than one-third of the acreage.

H. W. CODRINGTON,  
Chairman.

Provincial Road Committee,  
Badulla, February 3, 1928.

**Nomination of Members, Local Committee.**

NOTICE is hereby given that the following gentlemen have been nominated under "The Branch Roads Ordinance, No. 14 of 1896," to act as Members of the Local Committee, for the Haputale-Dambatenna Branch Road for the year, 1928.

The Superintendent, Dambatenna, (Chairman), Mr. D. H. Nicholson.

The Superintendent, Pita Ratmalie, Mr. P. G. Edwards.  
The Superintendent, Haputale estate, Mr. J. W. Hyde.  
The Superintendent, Thotulagalla, Mr. L. Dow.

H. W. CODRINGTON,  
Chairman.

Provincial Road Committee,  
Badulla, February 2, 1928.

**Gevilipitiya-Hatgampola Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1927, to September 30, 1928, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of the Branch Roads Ordinance, No. 14 of 1896, will, on Saturday, March 3, 1928, at 3 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

**GEVILIPITIYA-HATGAMPOLA BRANCH ROAD.**

(Estimate No. D 450 of November 11, 1927.)

Government moiety ..	Rs. 1,000-00
Private contributions ..	Rs. 1,020-00
Total ..	Rs. 2,020-00

Proprietors or Agents.	Estates.	Cultivated Acreage.
E. L. Ebrahim Lebbe Marikar, No. 9, Gasworks street, Colombo ..	Yellangowrie ..	440
W. L. Strachan (Rubber Estates of Ceylon, Ltd. (The Galaha Ceylon Tea Estates and Agency Co., Agents) ..	Debatgama Group: Debatgama, Orakanda ..	1,358
	Total ..	1,798

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

W. D. GODSALL,  
Provincial Road Committee's Office, for Chairman.  
Ratnapura, February 14, 1928.

**Ellearawa-Pinnawala Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for payment to the field-owners of Pinnawala as compensation for damage caused to field owners by the construction of the under-mentioned road, for the periods 1924-25, 1925-26, and 1926-27, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will on Saturday, March 3, 1928, at 3 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

**ELLEARAWA-PINNAWALA BRANCH ROAD.**

(C. S. letter No. K 1,087/27 of November 29, 1927.)

Government moiety ..	Rs. 163-99
Private contributions ..	Rs. 164-00
Total ..	Rs. 327-99

Proprietors or Agents.	Estates.	Acreage.
The Uplands Tea Co., Ltd. (Messrs. Whittall & Co., Agents)	Balangoda Group: Maratenna, De- tanagala, Cecil- ton, Pambagolla, Pinnawala	.. 2,484
Mrs. M. C. Perera, Sirimedura, Bagatell road, Colombo	.. Waleboda	.. 269*
Mr. S. T. de Silva, Pine Hill estate, Pelpola, Kalutara	.. Ferndale and Sher- wood	.. 70*
		2,823

\* Cultivated.

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

J. M. DE SILVA,  
Provincial Road Committee's Office, for Chairman.  
Ratnapura, February 14, 1928.

#### Ellearawa-Pinnawala Branch Road from 5th Milepost.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1927, to September 30, 1928, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will on Saturday, March 3, 1928, at 3 p.m., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

#### ELLEARAWA-PINNAWALA BRANCH ROAD.

(Estimate No. D 411 of November 7, 1927.)

Government moiety	.. Rs.	3,600 00
Private contributions	.. Rs.	3,672 00
Total	.. Rs.	7,272 00

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Miss A. Orr, care of Mr. V. Van- lengenberg, St. Edwards Estate, Matugama	.. Udagama land	.. 22

2nd section, 3.50 mile.

Proprietors or Agents.	Estates.	Acreage.
The Uplands Tea Co., Ltd. (Messrs. Whittall & Co., Agents)	.. Balangoda Group: Maratenna, De- tanagala, Cecil- ton, Pambagolla, Pinnawala	.. 2,484
Mrs. M. C. Perera, Sirimedura, Bagatelle road, Colombo	.. Waleboda	.. 269*
Mr. S. T. de Silva, Pine Hill Estate, Pelpola, Kalutara	.. Ferndale and Sherwood	.. 70*
		2,845

\* Cultivated.

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

J. M. DE SILVA,  
Provincial Road Committee's Office, for Chairman.  
Ratnapura, February 14, 1928.

#### Parakaduwa-Hemmingford Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1927 to September 30, 1928, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will on Saturday, March 3, 1928, at 3 p.m., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

#### PARAKADUWA-HEMMINGFORD BRANCH ROAD.

(Estimate No. D 422 of November 4, 1927.)

Government moiety	.. Rs.	730 00
Private contributions	.. Rs.	744 60

Total .. Rs. 1,474 60

1st section, 1 mile.

Proprietors or Agents.	Estates.	Cultivated Acreage.
Mr. E. S. Rodrigo, Edwin Villa. Panadure	.. Galkanda	.. 42
The Grand Central Rubber Company	.. Meegastenna	.. 132

1st to 2nd section, 1.48 miles.

The General Tea Estates, Limited	.. Hemmingford Group	.. 1,399
Messrs. R. G. Talbot and L. Bayly	.. Digowa	.. 560
Nagolla (Ceylon) Rubber and Tea Plantations, Ltd. (Messrs. Carson & Co., Agents)	.. Menikkanda	.. 480
The Walakanda Rubber Co., Ltd. (Messrs. Lewis Brown & Co., Ltd., Agents)	.. Tatuwalakanda	.. 440
Mr. A. H. T. de Soysa, Lynn Grove. Moratuwa	.. Hillington	.. 80
Mr. T. A. de S. Wijeratna, Caffoor buildings, Fort, Colombo	.. Pannila	.. 185
Mr. D. D. Pedris, Vimal Villa, Colombo	.. Donrill	.. 130
Mr. D. C. Wijewardena and Mr. D. L. Welikala, Proctor, Avissawella	.. Pathberiya	.. 67
Mr. C. C. Wijetunga, Rosmund Cottage, Brighton place, Bambala- pitiya	.. Gangateeriya	.. 30
Mr. W. S. Kadigawa, Panawala, Eheliyagoda	.. Kirigalla	.. 20
Mr. R. S. Ratnayaka, Panadure	.. Egodakanda	.. 25
Mr. Richard Salgado, Panadure	.. Labuelligoda	.. 50
Do.	.. Andapane	.. 35
Mr. Abeysingha Achige Don Siwaris Appuhamy, Keshewa	.. Tippolewatta	.. 30

Total .. 3,705

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

J. M. DE SILVA,  
Provincial Road Committee's Office, for Chairman.  
Ratnapura, February 14, 1928.

#### Balangoda-Chetnole Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1927, to September 30, 1928, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will, on Saturday, March 3, 1928, at 3 p.m., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

#### BALANGODA-CHETNOLE BRANCH ROAD.

(Estimate No. D 412 of November 7, 1927.)

Government moiety	.. Rs.	3,300 00
Private contributions	.. Rs.	3,366 00

Total .. Rs. 6,666 00



## 1st to 4th section.

Proprietors or Agents.	Estates.	Cultivated Acreage.
Messrs. S. Wela Pillai and W. Suppramaniam ..	Lady Smith and Alpa ..	102
Heirs of M. Sinnatamby, Balangoda ..	Wewawatta ..	95
Messrs. H. and N. Worship ..	Morahela ..	559
Heirs of Messrs. F. S. Hill and H. M. Seel ..	Walawo ..	380

## 1st to 7th section.

The Anglo-American Direct Tea Trading Company, Ltd. ..	Meddekanda ..	709
Do. ..	Rassagala ..	1,582½
Heirs of Mr. P. L. Palawasam Pillai, Balangoda ..	Selvawatta ..	98
Total ..		3,525½

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

Provincial Road Committee, J. M. DE SILVA,  
Ratnapura, February 14, 1928. for Chairman.

## Glenalla-Havilland Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1927, to September 30, 1928, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will, on Saturday, March 3, 1928, at 3 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

## GLENALLA-HAVILLAND BRANCH ROAD.

(Estimate No. D 435 of November 2, 1927.)

Government moiety ..	Rs. 2,600·00
Private contributions ..	Rs. 2,652·00
Total ..	Rs. 5,252·00

## 1st section.

Proprietors or Agents.	Estates.	Acreage.
Messrs. Darley, Butler & Co., Colombo	Glenalla ..	246

## 1st to 3rd section.

Messrs. George Steuart & Co. ..	Waharaka ..	565
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## 1st to 4th section.

The Ceylon Amalgamated Tea & Rubber Estates, Ltd., London (Messrs. J. M. Robertson & Co., Colombo Agents) ..	Havilland ..	525
Punchirala Arachchi, heir of Adikarallaye Appuhamy ..	Pitakele ..	44
The Ceylon Amalgamated Tea & Rubber Estates Ltd., London (Messrs. J. M. Robertson & Co., Agents) ..	Dedugalla ..	382
Messrs. Darley, Butler & Co. ..	Gangwarily ..	425
Mr. R. M. S. Caruppan Chetty, No. 97, Sea street, Colombo. ..	Kelvin ..	744
Mr. George Hunter, Gangwarily, Dolosbage ..	Oomankanda ..	153
Do. ..	Uduwa ..	50
Mr. W. B. E. Fernando, "Dora Villa," Katukurunda, Kalutara ..	Kimberley ..	95
Total ..		3,229

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

J. M. DE SILVA,  
Provincial Road Committee's Office, for Chairman.  
Ratnapura, February 14, 1928.

## Dehiowita-Algoda Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1927, to September 30, 1928, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will on Saturday, March 3, 1928, at 3 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

## DEHIOWITA-ALGODA BRANCH ROAD.

(Estimate No. D 434 of November 2, 1927.)

Government moiety ..	Rs. 1,200·00
Private contributions ..	Rs. 1,224·00
Total ..	Rs. 2,424·00

Proprietors or Agents.	Estates.	Acreage.
Rajawela Produce Co., Ltd. (Messrs. Gordon Fraser & Co., Agents) ..	Densworth ..	566½
Panawala Tea Co., Ltd. (Messrs. Bosanquet & Co., Agents) ..	Glassel and Eruan ..	1,364
Nahalma Tea Estates Co. (Messrs. Bosanquet & Co., Agents) ..	Nahalma ..	681
Woodend Tea & Rubber Co. (Messrs. Lewis Brown & Co., Agents) ..	Woodend ..	987
Sitawaka Tea & Rubber Co. (Messrs. Carson & Co., Agents) ..	Maldeniya ..	980
Panawatta Tea & Rubber Estates, Ltd. (Messrs. Whittall & Co., Agents) ..	Yogama ..	1,649½
J. A. Symons, Colombo (Messrs. Cumberbatch & Co., Agents) ..	Loolpola ..	58½
Rajawela Produce Co., Ltd. (Gordon Fraser & Co., Agents) ..	Maliyagoda ..	100½
I. L. M. Saig Abdulla, Panadure Store, Panadure ..	Ambagampola ..	39
A. A. Thabrew, Udayagama, Dehiowita ..	Puhuwalagama alias Deegala ..	124
Total ..		6,251½

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

Provincial Road Committee, J. M. DE SILVA  
Ratnapura, February 14, 1928. for Chairman.

## Dehiowita-Deraniyagala Road.

## Enlarging Culvert No. 2.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for enlarging culvert No. 2, situated on the 1st mile of the under-mentioned road, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896," will on Saturday, March 3, 1928, at 3 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

## DEHIOWITA-DERANIYAGALA BRANCH ROAD.

(Estimate of September 10, 1927.)

Government moiety ..	Rs. 875 0
Private contributions ..	905 62
Total ..	1,780 62

1st section, 1 mile.		
Proprietors or Agents.	Estates.	Acreage.
Messrs. P. L. Bonter and H. A. Hayes (Messrs. Carson & Co., Agents)	Ninfield	80
Mr. B. L. Drieberg, Proctor, Avissawella	Bertlands	23
1st to 2nd section, 2 miles.		
Mr. M. K. Cassiere, Dehiowita	Mass	25
1st to 3rd section, 3 miles.		
Yatiantota Ceylon Tea Company, Ltd. (Messrs. Whittall and Co., Agents)	Walpola Group	1,023
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & Crosfield, Ltd., Agents)	Sapumalkanda & Mahinkanda	1,053
Clunes Estates Co., Ltd. (Messrs. Whittall & Co., Agents)	Clunes	614
Pindenya Tea & Rubber Co., Ltd. (Messrs. Henderson & Co., Agents)	Reucastle	668
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & Crosfield, Ltd., Agents)	Digalla	929
1st to 6th section, 6 miles.		
Messrs. Henderson & Co., Colombo	Balahella	144
Messrs. Carson & Co., Colombo	Udabage	1,480
Messrs. F. B. H. Koch & Rosslyn Koch (Messrs. Rosslyn & Co., Agents)	Deloluwa	173
1st to 8th section, 8.09 miles.		
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & Crosfield, Agents)	Illuktenna Dera-niyagala Group. 232	815
Mr. Allen Drieberg, Alfred place, Colombo (Mr. Rosslyn Koch, Agent)	Yakgalla	82
Mr. F. Foender, Clifford place, Bambalapitiya (Mr. Rosslyn Koch, Agent)	Jacklyn	49
Mr. Rosslyn Koch, Agent	Pandeniya	71
Mr. M. Perera, Mudaliyar, Kotahena, Colombo	Panawalkanda	30
Mr. L. Archdale, Lassaheha, Dehiowita	Lovedale	83
Messrs. Gordon Frazer & Co., Colombo	Panakura	245
Rubber Securities, Ltd. (Messrs. Harrison & Crosfield and Co.)	Maligatenna	158½
Mr. Selwyn's Syndicate (Mr. B. M. Selwyn, Resident Manager)	Yatapolla	300
Mr. L. Archdale, Agent and Superintendent	Pladeniya	160
Udapola Rubber Co. of Ceylon (Messrs. Gordon Frazer & Co., Agents)	Udapola	794
Messrs. Aitken, Spence & Co., Colombo	Maliboda	1,245
New Chatel Estates, Ltd. (Messrs. Aitken, Spence & Co., Agents)	Liniyagala	890
Lassaheha Rubber Co., Ltd. (Messrs. Aitken, Spence & Co., Agents)	Lassaheha	534
Mrs. J. S. Wilson, Mr. B. M. Selwyn, Resident Manager	Kippen	60
Udabage Korala & Family	Bopekanda	114
Messrs. Boustead Brothers, Agents	Miyanawita Company	517

Proprietors or Agents.	Estates.	Acreage.
Messrs. Aitken Spence & Co.	Velihinda	342
Messrs. Lee, Hedges & Co., Colombo	Noori	600
Anhitiyagama Syndicate	Anhitiyagama	462
Mr. D. C. Wijewardena, Darley road, Colombo	Kosgahakanda	400
Messrs. Harrison & Crosfield, Colombo	Dabar	300
		14,463½

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

Provincial Road Committee, J. M. DE SILVA,  
Ratnapura, February 14, 1928. for Chairman.

#### Dehiowita-Deraniyagala Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the under-mentioned road from October 1, 1927, to September 30, 1928, the Provincial Road Committee of the Province of Sabaragamuwa, acting under the provisions of section 23 of "The Branch Roads Ordinance, No. 14 of 1896, will on Saturday, March 3, 1928, at 3 P.M., at their office in Ratnapura, proceed to assess the under-mentioned estates to make up the private contributions:—

#### DEHIOWITA-DEBANIYAGALA BRANCH ROAD.

(Estimate No. D 436 of November 2, 1927.)

Government moiety	Rs. 7,000.00
Private contributions	Rs. 7,140.00
<b>Total</b>	<b>Rs. 14,140.00</b>

1st section, 1 mile.		
Proprietors or Agents.	Estates.	Cultivated Acreage.
Messrs. P. L. Bonter and H. A. Hayes (Messrs. Carson & Co., Agents)	Ninfield	80
Mr. B. L. Drieberg, Proctor, Avissawella	Bertlands	23
1st to 2nd section, 2 miles.		
Mr. M. K. Cassiere, Dehiowita	Mass	25
1st to 3rd section, 3 miles.		
Yatiantota Ceylon Tea Company, Ltd. (Messrs. Whittall & Co.)	Walpola Group	1,023
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & Crosfield, Ltd., Agents)	Sapumalkanda and Mahinkanda	1,053
Clunes Estates Co., Ltd. (Messrs. Whittall & Co., Agents)	Clunes	614
Pindenya Tea and Rubber Co., Ltd. (Messrs. Henderson & Co., Agents)	Reucastle	668
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & Crosfield, Agents)	Digalla	929
1st to 6th section, 6 miles.		
Messrs. Henderson & Co., Colombo	Balahella	144
Messrs. Carson & Co., Colombo	Udabage	1,480
Messrs. F. B. H. Koch and Rosslyn Koch (Messrs. Rosslyn & Co., Agents)	Deloluwa	173

1st to 8th section, 8' 09 miles.		Cultivated	Proprietors or Agents.	Estates.	Cultivated
Proprietors or Agents.	Estates.	Acreege.			Acreege.
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrisons & Crosfield, Agents) ..	Iluktenna Derani- yagala Group, 232	815	New Chatel Estates, Ltd. (Messrs. Aitken, Spence & Co., Agents) Liniyagala	..	890
Mr. Allan Drieberg, Alfred place, Colombo (Mr. Rosslyn Koch, Agent) ..	Yakgalla	82	Lassahena Rubber Co., Ltd. (Messrs. Aitken, Spence & Co., Agents) ..	Lassahena	534
Mr. F. Foenander, Clifford place, Bambalapitiya, Colombo (Mr. Rosslyn Koch, Agent) ..	Jacklyn	49	Mrs. J. S. Wilson, Mr. B. M. Selwyn, Resident Manager ..	Kippen	60
Mr. Rosslyn Koch ..	Pandeniya	71	Udabage Korala and family ..	Bopekanda	114
Mr. M. Perera, Mudaliyar, Kota- hena, Colombo ..	Panawalkanda	30	Messrs. Boustead Brothers, Agents ..	Miyanawita Com- pany	517
Mr. L. Archdale, Lassahena, Dehiowita ..	Lovedale	83	Messrs. Aitken, Spence & Co. ..	Velihinda	342
Messrs. Gordon Frazer & Co., Colombo ..	Panakura	245	Messrs. Lee, Hedges & Co., Colombo ..	Nsori	600
Rubber Securities, Ltd. (Messrs. Harrisons & Crosfield, Agents	Maligatenna	158½	Anhitiyagama Syndicate ..	Anhitiyagama	462
Mr. Selwyn's Syndicate, Mr. B. M. Selwyn, Resident Manager	Yatapolla	300	Mr. D. C. Wijewardena, Darley road, Colombo ..	Kosganakanda	400
Mr. L. Archdale, Agent and Sup- erintendent ..	Paladeniya	160	Messrs. Harrisons & Crosfield, Colombo ..	Dabar	300
Udapola Rubber Co. of Ceylon Ltd. (Messrs. Gordon Frazer & Co., Agents) ..	Udapola	794			
Messrs. Aitken, Spence & Co., Colombo ..	Maliboda	1,245			
				<b>Total</b>	<b>4,463½</b>

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

Provincial Road Committee,  
Ratnapura, February 14, 1928.

J. M. DE SILVA,  
for Chairman.

## TRADE MARKS NOTICES.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. B 3,943.

(2) Date of receipt: August 25, 1927.

(3) Applicant (Proprietor of the Trade Mark): NATIONAL CARBON COMPANY INC. (a Corporation organized and existing under the laws of the State of New York), 30, East Forty-second street, City, County, State of New York, United States of America; Manufacturers.

(4) Address for service in the Island, Julius & Creasy, Colombo.

(5) Class: 13.

(6) Goods: Flashlights, flashlight cases and flashlight lamps or bulb.

(7) Representation of the Trade Mark:

# EVEREADY

This Trade Mark is claimed to have been used in the Island since August 15, 1923, in respect of flashlight lamps or bulbs, and since September 20, 1925, in respect of flashlights and flashlight cases. The application is allowed to proceed under section 67 (2) of the Trade Marks Ordinance, No. 15 of 1925.

Registrar-General's Office. C. COOMARASWAMY,  
Colombo, February 15, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. B 3,944.

(2) Date of Receipt: August 25, 1927.

(3) Applicant (Proprietor of the Trade Mark): NATIONAL CARBON COMPANY INC. (a Corporation organized and existing under the laws of the State of New York), 30, East Forty-second street, City, County, and State of New York, United States of America; Manufacturers.

(4) Address for service in the Island: Julius & Creasy, Colombo.

(5) Class: 8.

(6) Goods: Electric batteries (not for medical purposes).

(7) Representation of the Trade Mark:

# EVEREADY

This Trade Mark is claimed to have been used in the Island since August 15, 1923. The application is allowed to proceed under section 67 (2) of the Trade Marks Ordinance, No. 15 of 1925.

Registrar-General's Office. C. COOMARASWAMY,  
Colombo, February 15, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

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(1) Trade Mark No. 3,962.

(2) Date of Receipt : September 8, 1927.

(3) Applicant (Proprietor of the Trade Mark): Ana Moona Sona Ana Ambalavana Mudaliar, Sona Kavanna Moona Kayarogana Mudaliar, Theena Kana Sana Kalayanasundaram Mudaliar, Theena Moona Ana Roona Thiagaraja Mudaliar, *abids* Savanna Theena Thiagaraja Mudaliar, Ana Roona Seena Thiagaraja Mudaliar, and Ravanna Mana Sane Ramasamy Mudaliar, all of Negapatam Talug, Tanjore District, India; trading as "THE MADRAS PALAYAKAT COMPANY," at No. 24, Second Cross street, Pettah, Colombo; Importers of, and dealers in, cotton cloths, sarongs, and camboys.

(4) Address for service in the Island: The Madras Palayakat Co., No. 24, Second Cross street, Pettah, Colombo.

(5) Class : Twenty-four.

(6) Goods : Cotton sarong cloths.

(7) Representation of the Trade Mark:



Registrar-General's Office C. COOMARASWAMY,  
Colombo, December 7, 1927. Registrar of Trade Marks.

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(1) Trade Mark No. 3,985.

(2) Date of Receipt : September 29, 1927.

(3) Applicant (Proprietor of the Trade Mark): VAN HEUSEN INTERNATIONAL COMPANY (a Corporation organized under the laws of the Commonwealth of Massachusetts, United States of America). 77, Franklin street, Boston, Massachusetts, United States of America; and Kinnaid House Pall Mall East, London S.W. 1; and Viney street, Taunton, Somerset, England; Manufacturers.

(4) Address for service in the island: Van Heusen & de Witt, 12, Gaffoor building, Fort, Colombo.

(5) Class : Thirty-eight.

(6) Goods : Collars for wear.

(7) Representation of the Trade Mark :

**VAN HEUSEN**

Registrar-General's Office. C. COOMARASWAMY,  
Colombo, February 8, 1928. Registrar of Trade Marks.

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(1) Trade Mark No. 4,026.

(2) Date of Receipt : October 29, 1927.

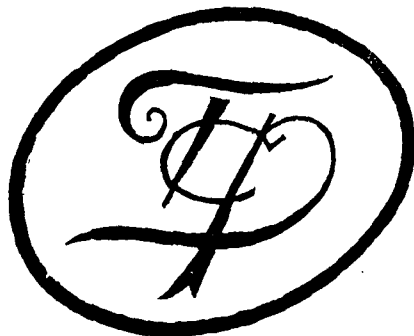
(3) Applicant (Proprietor of the Trade Mark): THE BRITISH ALKALOIDS. LIMITED (a Company duly incorporated under the laws of Great Britain), 104, Winchester House, Old Broad street, London, England; Manufacturing Chemists.

(4) Address for service in the Island: Julius & Creasy, Colombo.

(5) Class : 3.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy.

(7) Representation of the Trade Mark :



Registrar-General's Office, C. COOMARASWAMY,  
Colombo, February 15, 1928. Registrar of Trade Marks.

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(1) Trade Mark No. 4,056.

(2) Date of Receipt : November 26, 1927.

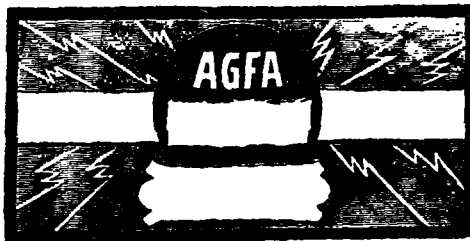
(3) Applicant (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a Company registered under the laws of Germany as a Joint Stock Company), Frankfurt a. Main, Germany; Manufacturers and Merchants.

(4) Address for service in the Island: F. J. & G. de Saram, Colombo.

(5) Class : 1.

(6) Goods: Chemical substances used in manufactures, photography, or philosophical research, and anti-corrosives.

(7) Representation of the Trade Mark :



The applicants undertake that this Trade Mark, when registered, and the Trade Mark No. 4,055 will be assigned or transmitted as a whole and not separately.

Registrar-General's Office. C. COOMARASWAMY,  
Colombo, February 15, 1928. Registrar of Trade Marks.

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(1) Trade Mark No. 4,078.

(2) Date of Receipt: November 26, 1927.

(3) Applicant (Proprietor of the Trade Mark): I. G. **FARBENINDUSTRIE AKTIENGESELLSCHAFT** (a Company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main, Germany; Manufacturers and Merchants.

(4) Address for service in the Island: F. J. & G. de Saram, Colombo.

(5) Class: 39.

(6) Goods: Photographic papers and postcards.

(7) Representation of the Trade Mark:

# Lupex

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, February 15, 1928. Registrar of Trade Marks.

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The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit, and upon such terms as he may direct.

(1) Trade Mark No. 4,079.

(2) Date of Receipt: November 26, 1927.

(3) Applicant (Proprietor of the Trade Mark): I. G. **FARBENINDUSTRIE AKTIENGESELLSCHAFT** (a Company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main, Germany; Manufacturers and Merchants.

(4) Address for service in the Island: F. J. & G. de Saram, Colombo.

(5) Class: 39.

(6) Goods: Photographic papers and postcards.

(7) Representation of the Trade Mark:

# Treptura

C. COOMARASWAMY,  
Registrar of Trade Marks.

Registrar-General's Office,  
Colombo, February 15, 1928.

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(1) Trade Mark No. 4,082.

(2) Date of Receipt: November 26, 1927.

(3) Applicant (Proprietor of the Trade Mark): I. G. **FARBENINDUSTRIE AKTIENGESELLSCHAFT** (a Company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main, Germany; Manufacturers and Merchants.

(4) Address for service in the Island: F. J. & G. de Saram, Colombo.

(5) Class: 48.

(6) Goods: Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).

(7) Representation of the Trade Mark:

# Primal

C. COOMARASWAMY,  
Registrar of Trade Marks.

Registrar-General's Office,  
Colombo, February 15, 1928.

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(1) Trade Mark No. 4,089.

(2) Date of Receipt: December 2, 1927.

(3) Applicant (Proprietor of the Trade Mark): **MILLER & COMPANY, LIMITED** (a Company duly registered under the Ceylon Joint Stock Companies Ordinances), Australia buildings, York street, Fort, Colombo, Ceylon; Merchants.

(4) Address for service in the Island, if any —

(5) Class: 38.

(6) Goods: Gentlemen's head wear.

(7) Representation of the Trade Mark:



C. COOMARASWAMY,  
Registrar of Trade Marks.

Registrar-General's Office,  
Colombo, February 15, 1928.

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(1) Trade Mark No. 4,090.

(2) Date of receipt: December 2, 1927.

(3) Applicant (Proprietor of the Trade Mark): BLYTH & PLATT, LIMITED (a Company incorporated under the English Companies' Acts), Solar Works, Greatham road, Watford, Hertfordshire, England; Polish Manufacturers.

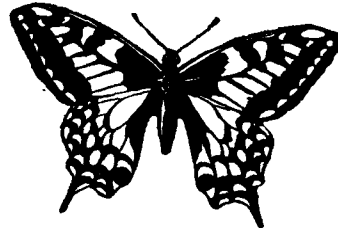
(4) Address for service in the Island: Julius & Creasy, Colombo.

(5) Class: 50.

(6) Goods: Polishing pastes, polishing creams, polishing soaps, polishing liquids, polishing powders, heel ball, and all other polishing and cleaning preparations and materials included in Class 50; leather dressing, stains for leather, dubbin, and other similar leather preservatives.

(7) Representation of the Trade Mark:

BUTTERFLY



Registrar-General's Office, C. COOMARASWAMY.  
Colombo, February 15, 1928. Registrar of Trade Marks.