



THE CEYLON GOVERNMENT GAZETTE

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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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NEW LAW REPORTS.—Part IV. of Vol. XXIX. was issued on the 21st instant.

COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

J 1454/27

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 I 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.

BY HIS EXCELLENCY THE GOVERNOR.

J 275/28

A PROCLAMATION.

H. J. STANLEY.

K NOW Ye that We, the Governor of Ceylon, by virtue of the powers in Us vested by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that the District Court, Batticaloa, and the Court of Requests, Batticaloa, shall be holden at the Customs Hall, Batticaloa, from February 23, 1928, until such date as the ordinary Court-houses cease to be used by the Supreme Court.

Colombo, February 23, 1928.

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

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

L 1172/27

A PROCLAMATION.

H. J. STANLEY.

K NOW YE that We, the Governor, in the exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village community of Pallepatala korale in Tumpane of the Kandy District in the Central Province, from and after the date hereof.

Colombo, February 24, 1928.

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

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Nakanamukalana, situated in the village of Polwatta, in Pallepatala korale of Tumpane division of the Kandy District of the Central Province, containing in extent 7 acres 3 roods and 27 perches, and shown as lot 1461 $\frac{1}{2}$ in preliminary plan No. 6,382; and bounded as follows: on the north by lots 1460 and J 41 in preliminary plan No. 6,382; on the east by lot 1461 $\frac{1}{2}$ in preliminary plan No. 6,382; on the south by lot U 41 in preliminary plan No. 6,382; and on the west by lots U 41, V 41A, 1458, 1459, and V 41 in preliminary plan No. 6,382.

BY HIS EXCELLENCY THE GOVERNOR.

L 111/28

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor of Ceylon, in exercise of the powers in Us vested by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for Amunugama, Bambaragahapelessa, Ahugoda, Potuhera, and Godawita villages in Rekko pattu korale of Dambadeni hatpattu, Kurunegala District, North-Western Province.

Colombo, February 24, 1928.

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

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Polkatukandamukalana, situated in the village Bambaragahapelessa, in Rekko pattu korale of Dambadeni hatpattu, Kurunegala District, North-Western Province, containing in extent 14 acres 1 rood and 13 perches, and shown as lots 69 and 69A in final village plan No. 1,491; and bounded as follows: on the north by lots 45, 67, 68, 65, and 63 in final village plan No. 1,491; on the east by lot 63 in final village plan No. 1,491; on the south by the village limit of Amunugama, final village plan No. 1,492; and on the west by lot 70 (road) in final village plan No. 1,491.

BY HIS EXCELLENCY THE GOVERNOR.

J 147/28

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor, in exercise of the powers in Us vested by section 32 of "The Pawnbrokers Ordinance, 1893," do by this Our Proclamation appoint, that the said Ordinance shall have effect within the limits of the Sanitary Board towns of Mullaattivu and Vavuniya, in the Northern Province, set out in the Schedule A and B as from and after March 1, 1928.

Colombo, February 22, 1928.

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

GOD SAVE THE KING.

Schedule A referred to.

Within the limits of the Sanitary Board town of Mullaattivu.

Schedule B referred to.

Within the limits of the Sanitary Board town of Vavuniya.

BY HIS EXCELLENCY THE GOVERNOR.

U 5/28

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by section 22 of "The Colombo Suburban Dairies and Laundries Ordinance, 1908," it is enacted that the Governor in Executive Council may in his discretion direct by Proclamation to be for that purpose published in the *Government Gazette* that the application of the said Ordinance shall be extended to any Sanitary Board town:

And whereas it is expedient to extend the application of the said Ordinance to the Sanitary Board towns of Haputale, Passara, Koslanda, Lunugala, Haldummulla, and Welimada in Province of Uva:

Now therefore, know Ye that We, the Governor in Executive Council, under and by virtue of the powers in Us vested by the said section of the said Ordinance, do hereby direct that as from and after March 1, 1928, the application of the said Ordinance shall be extended to the aforesaid towns.

Colombo, February 22, 1928.

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

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 91 of 1928.

WITH reference to the Notification dated December 15, 1927, and published in the *Gazette* of December 23, 1927, it is hereby notified that HIS MAJESTY THE KING has been pleased to confirm the provisional appointment of the Hon. Mr. STANLEY OBEYESEKERE to be temporarily a Nominated Official Member of the Legislative Council of Ceylon.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 21, 1928. Colonial Secretary.

No. 92 of 1928.

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

Mr. C. J. S. PRITCHETT to be, in addition to his own duties, Assistant Collector of Customs, Batticaloa, with effect from February 1, 1928.

Mr. S. F. AMERASINGHE to be, in addition to his own duties, Additional Assistant Collector of Customs, Batticaloa, with effect from February 1, 1928.

Mr. J. W. R. ILLANGAKOON to be, in addition to his own duties, Additional District Judge, Colombo, on February 23 and 25, and from March 5 to 30, 1928, inclusive.

Mr. C. F. DHARMARATNE to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Ratnapura, and Additional District Judge, Avissawella, from February 26 to March 1, 1928, inclusive, or until the assumption of duties by Mr. M. H. KANTAWALA.

Mr. JOHN PERERA to act as Commissioner of Requests and Police Magistrate for the judicial division of Gampaha, on February 24 and 25, 1928, during the absence of Mr. GLADWIN KOCH, or until the resumption of duties by that officer.

Mr. G. P. KEUNEMAN to act as Commissioner of Requests and Police Magistrate, Matara, and Additional District Judge, Matara, on February 24 and 25, 1928, during the absence of Mr. J. LIGHT, or until the resumption of duties by that officer.

Mr. W. S. STRONG to act as Commissioner of Requests and Police Magistrate, Puttalam, and Additional District Judge, Puttalam, from February 24 to 26, 1928, inclusive, during the absence of Mr. N. MOONESINGHE, or until the resumption of duties by that officer.

Mr. S. BALASINGHAM, Excise Inspector, to be Acting Assistant Superintendent of Excise, Trincomalee Circle, for seven days commencing from February 17, 1928, during the absence of Mr. J. R. S. PERERA, on leave, or until further orders.

Mr. A. G. BAYNHAM, M.C., to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton, during the absence of Mr. H. B. DANIELL from the Island.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 22, 1928. Colonial Secretary.

No. 93 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 4 (3) of Ordinance No. 11 of 1920, to appoint Mr. C. R. LUNDIE to be a Member of the Local Government Board, in place of Mr. A. H. G. DAWSON, resigned.

By His Excellency's command,

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

No. 94 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. DANAPALA MUDIYANSELAGE RAM BANDA to be an Inquirer for the Chief Headman's division of Harispattu, in the District of Kandy, *vice* Mr. W. M. D. TIKIRI BANDA, resigned.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 20, 1928. Colonial Secretary.

No. 95 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. JOHN PERERA JAYAWARDENA of Karagampitiya, Dehiwala, to be a Notary Public throughout Talpe pattu of Galle District, with residence and office at Habaraduwa and an additional office at Angulgaha, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 20, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. WALWIN ARNOLD DE SILVA as Additional Assistant Provincial Registrar of Births, Deaths, and of Marriages (General) of the Kegalla District of the Province of Sabaragamuwa, with effect from February 15, 1928. His office will be at the Kacheheri, Kegalla.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 10, 1928. Colonial Secretary.

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

Mr. WIJEMUNI DUBLIUS DE ZOYSA to act as Registrar of Lands, Kurunegala, for twenty-one days from February 14, 1928, during the absence of the Registrar, Mr. E. DE S. GUNAWARDANE, on leave.

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

It is hereby notified that I have appointed KUMARASINGHE SRINELIS PERERA APPUHAMY (provisionally) as Registrar of Births and Deaths of Andiambalama division, and of Marriages (General) of Dasiya pattu of Alutkuru korale north division, in the Colombo District of the Western Province, with effect from February 23, 1928, *vice* PASKUWALGE DON BARTHOLOMEUSZ JAMES WICKRAMASINGHE, resigned. His office will be at Kadirane-kurunduwatta in Ewariwatta: additional office at Kekunagahawatta in Andiambalama (on Wednesdays).

Registrar-General's Office,
Colombo, February 21, 1928.

C. COOMARASWAMY,
Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed WEERAWARDANA PATIRANNEHELAGE DON BRAMPY to act as Registrar of Births and Deaths of Bem-mulla division, and of Marriages (General) of Meda pattu of Siyane korale west division, in the Colombo District of the Western Province, for three days from February 8, 1928, during the absence of the Registrar, RAJAKARUNA LIYANA-ATUKORALEGE DIONIS PERERA, on leave. His office will be at Dewenimigahawatta in Pattalagedera.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON ELIYES 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 thirty days from February 9, 1928, *vice* Registrar, CHARLES PETER DE PINTO, deceased. His office will be at Maragahawatta in Nugegoda.

The Additional Assistant Provincial Registrar, Colombo, has appointed Dr. MANUEL DON CAROLIS to act as Registrar of Births and Deaths of the Slave Island and Kollupitiya division, in the Colombo District of the Western Province, on February 15, 1928, during the absence of the Registrar, Dr. ADOLPHUS SIMON PETER FERNANDO, on leave. His office will be at No. 4/24, Rifle street, Slave Island, Colombo.

The Additional Assistant Provincial Registrar, Colombo, has appointed PASKUWALGE DON SIMON PETER WICKRAMASINGHE to act as Registrar of Births and Deaths of Andiambalama division, and of Marriages (General) of Dasiya pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for seven days from February 16, 1928, *vice* Registrar, PASKUWALGE DON BARTHOLOMEUSZ JAMES WICKRAMASINGHE, resigned. His office will be at Beligahawatta in Mukalangomuwa, and additional office at Kekunagahawatta in Andiambalama.

The Additional Assistant Provincial Registrar, Colombo, has appointed HETTIYAKANDAGE LIVINIS FERNANDO JAYAWARDANA to act as Registrar of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, on February 16, 1928, during the absence of the Registrar, EMANUEL ABRAHAM SALGADO, on leave. His office will be at Bulugahawatta in Rawatawatta, station: Buddhist Schoolroom at Egodayana; additional station: Munbuntuduwewatta in Indibedda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed WEERASURIYA JAYAWARDANE SEMBUKUTTIPATABENDIGE HENRY FRANCIS DE SILVA to act as Registrar of Births and Deaths of Alutgambadda and Malawanbadda divisions, and of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for two days from February 14, 1928, during the absence of the Registrar, WEERASURIYA JAYAWARDANE SEMBUKUTTIPATABENDIGE BASTIAN DE SILVA, on leave. His office will be at Palliyawatta in Alutgama East.

The Additional Assistant Provincial Registrar, Galle, has appointed MAWANANEHEWA JOHN CYRIL DE SILVA to act as Registrar of Births and Deaths of Batapola

division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on February 13, 1928, during the absence of the Registrar, MAWANANEHEWA JOHN DE SILVA, on leave. His office will be at Maralagodawatta in Batapola.

The Additional Assistant Provincial Registrar, Galle, has appointed KALAHEPALLIYEGURUGE DON ENDRIS DE SILVA GUNASEKERA to act as Registrar of Births and Deaths of Ambana division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on February 14, 1928, during the absence of the Registrar, CHARLES DIAS GUNASEKERA, on leave. His office will be at Pinikahanawatta in Pinikahana.

The Additional Assistant Provincial Registrar, Galle, has appointed BARTHOLOMEUS DIAS ABEYWICKRAMA GUNASEKERA to act as Registrar of Births and Deaths of Hinatigala division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for seven days from February 15, 1928, during the absence of the Registrar, JOHN DIAS ABEWICKRAMA GUNASEKERA, on leave. His offices will be at Pillegewatta and Sallappugewatta at Habaraduwa.

The Additional Assistant Provincial Registrar, Galle, has appointed ANDRAYAS EDWARD WICKRAMASURIYA SENEVIRATNE to act as Registrar of Births and Deaths of Baddegama division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, on February 17, 1928, during the absence of the Registrar, WILLIAM WICKRAMASURIYA SENEVIRATNE, on leave. His office will be at Mudiyansegewatta in Baddegama.

The Additional Assistant Provincial Registrar, Galle, has appointed TIKITANTIRI MAHASAMILLEGE DON JOHANIS DE ALWIS to act as Registrar of Births and Deaths of Pahalaganhaya division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on February 23, 1928, during the absence of the Registrar, HORAWALA VITANAGE DON CORNELIS GUNAWARDENA, on leave. His office will be at Vitanagewatta at Horawala.

The Assistant Provincial Registrar, Matara, has appointed EPIITAKADUWE GAMAGE DON ANDRAYAS to act as Registrar of Births and Deaths of Aturaliya division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for seven days from February 8, 1928, during the absence of the Registrar, DON DAVITH WICKRAMASINGHA GAMAPATIRANA, on leave. His office will be at Yahalewatta in Karagoda Uyangoda.

The Assistant Provincial Registrar, Matara, has appointed DON HENDRICK ABEYSRIWARDHENA to act as Registrar of Births and Deaths of Kirinda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, on February 10, 1928, during the absence of the Registrar, CUMARADASA ABEYSRIWARDHENA, on leave. His office will be at Giruwamullegodegedarawatta in Puhulwella.

The Assistant Provincial Registrar, Matara, has appointed SARDIAS KAWIRATNA to act as Registrar of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for four days from February 14, 1928, during the absence of the Registrar, TALPAWILA VIDANA KANKANANGE HENDRICK DIAS, on leave. His office will be at Mahapadihiyawatta in Dikwella.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON BASTIAN HELIYAGODA to act as Registrar of Births and Deaths of Western Walakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for two days from February 16, 1928, during the absence of the Registrar, DON JAMES DE SILVA SUDUSINHE, on leave. His office will be at Malittangahawatta in Wanduruppa.

The Assistant Provincial Registrar, Jaffna, has appointed AMPIKAIPAKAR ANNAMALAI to act as Registrar of Births and Deaths of Chankanai division, and of Marriages

(General) of Valikamam West division, in the Jaffna District of the Northern Province, for seven days from February 16, 1928, during the absence of the Registrar, KRISHNA-MILLAI VAYIRAMUTTU, on leave. His office will be at Kumpaneluvai in Chankanaï.

The Provincial Registrar, Kurunegala, has appointed TENNAKOON HERAT MUDIANSSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Katugampola and Yagam pattu korales division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for eighteen days from February 9, 1928, during the absence of the Registrar, TENNAKOON HERAT MUDIANSSELAGE BANDA, on leave. His office will be at Kanadulla.

The Assistant Provincial Registrar, Puttalam, has appointed FRANCIS ANTHONY PILLAI to act as Registrar of Births and Deaths of Puttalam pattu south division, in the Puttalam District of the North-Western Province, for thirty days from February 7, 1928, during the absence of the Registrar, VINASITAMBY RAMALINGAM, on leave. His office will be at Madurankuly.

The Assistant Provincial Registrar, Puttalam, has appointed Dr. CHARLES RIGOBERT KINGSLEY TILLEKRATNE to act as Medical Registrar of Births and Deaths of Kalpitiya town division, in the Puttalam District of the North-Western Province, for fourteen days from February 9, 1928, during the absence of the Registrar, Dr. MARIAPPA CHELLADORE, on leave. His office will be at the Outdoor Dispensary, Kalpitiya.

The Assistant Provincial Registrar, Badulla, has appointed DENIPITIVE IHALAGAMAGEI JUWANIS APPURAMY to act as Registrar of Births and Deaths of Wellawaya division, and of Marriages (General) of Wellawaya division, in the Badulla District of the Province of Uva, for ten days from February 20, 1928, during the absence of the Registrar, BALASURIYAGE DON SIMON DHARMAPALA, on leave. His office will be at Weliare.

The Provincial Registrar, Ratnapura, has appointed WICKRAMAPATRAGE 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 six days from February 12, 1928, during the absence of the Registrar, CHARLES PETER DELGODA, on leave. His office will be at Pinnagodawatta in Kukulugama.

The Provincial Registrar, Ratnapura, has appointed DELKANDURE DHANAPALA MUDIANSSELAGE JAYAWARDANA to act as Registrar of Births and Deaths of Marambe division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for three days from February 13, 1928, during the absence of the Registrar, RATUKUMARAGE JOHN SINGHO, on leave. His office will be at Kudagowatta in Walawita.

The Provincial Registrar, Ratnapura, has appointed WATUYAYE GAMAETIRALLAYE YASAWARDANA to act as Registrar of Births and Deaths of Tembiliana division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for fourteen days from February 15, 1928, during the absence of the Registrar, WATUYAYE GAMAETIRALLAYE GUNAWARDANA, on leave. His office will be at Higgenyaye Pelapolwatta in Watuyaya.

The Assistant Provincial Registrar, Kegalla, has appointed KURUWITA ARACHCHIGE MARTIN APPUHAMY to act as Registrar of Births and Deaths of Deliganpal korale Egodapota pattuwa division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for two days from February 15, 1928, during the absence of the Registrar, KURUWITA ARACHCHIGE APPUSINNO, on leave. His office will be at Hitinawatta in Imbulana.

The Assistant Provincial Registrar, Kegalla, has appointed EDIRISURIYA MUDIANSSELAGE PUNSUBANDA EDIRISURIYA to act as Registrar of Births and Deaths of Ganhata palata division, and of Marriages (General) of Paranakuru korale division, in the Kegalla District of the Province of Sabaragamuwa, for seventeen days from February 27, 1928, during the absence of the Registrar, EDIRISURIYA MUDIANSSELAGE KIRIBANDA EDIRISURIYA, on leave. His office will be at Migahakotuwowatta in Kalwana.

Registrar-General's Office. C. COOMARASWAMY.
Colombo, February 20, 1928. Registrar-General.

GOVERNMENT NOTIFICATIONS.

G 152 28

A PPLICATIONS on form General 187 (F 2) from officers in Class II. of the Clerical Service for transfer to the post of Chief Clerk, Police Court, Avissawella, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before March 5, 1928.

Colonial Secretary's Office,
Colombo, February 24, 1928.

By His Excellency's command,

A. G. M. FLETCHER.
Colonial Secretary.

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

X 32 28

HIS Excellency the Governor has been pleased, in terms of rule 2 (b) of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. J. C. Ratwatte, Dissawa, Kandy, to be a Member of the Excise Advisory Committee for the Kandy Municipal area for the remainder of the current year ending March 31, 1928, *vice* Mr. J. C. Wimalasiri, deceased.

By His Excellency's command.

Colonial Secretary's Office,
Colombo, February 24, 1928.

A. G. M. FLETCHER.
Colonial Secretary.

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

U 53/28

BY-LAWS made by the "local authority," to wit, the Municipal Council of Colombo, under section 27 of the above-named Ordinance, and approved by His Excellency the Governor in Executive Council.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 22, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAWS.

(1) By-law 1 (d) of 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, is amended as follows:—

For the word "Building" in line 2 thereof substitute the words "Housing and Town Improvement."

(2) By-law 2 (c) of 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, is amended as follows:—

For the word "Building" in lines 3 and 5 thereof substitute the words "Housing and Town Improvement."

(3) By-law 2 (d) of 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, is hereby amended as follows:—

For the word "Building" in line 5 thereof substitute the words "Housing and Town Improvement."

"THE OPIUM ORDINANCE, 1910."

M 131/26

RULE made by His Excellency the Governor in Executive Council under section 14 of "The Opium Ordinance, 1910."

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 21, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

RULE.

From and after March 1, 1928, the monthly allowance of opium specified in the certificate of registered consumers shall be subject to an annual reduction of 5 per cent. of such allowance.

"THE STAMP ORDINANCE, 1909."

F 78/28

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 21, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

COMPANY REFERRED TO.

The Rothiemay Estates, Limited.

"THE STAMP ORDINANCE, 1909."

F 167/28

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

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 24, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

COMPANY REFERRED TO.

The Oodooerre Tea Co., Ltd.

"THE POISONS ORDINANCE, 1901."

M 88/28

THE following list of persons licensed to sell poisons during the current year is published for general information in terms of section 7 (1) of Ordinance No. 11 of 1901.

Colonial Secretary's Office,
Colombo, February 22, 1928.

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

LIST OF PERSONS LICENSED TO SELL POISONS DURING THE YEAR 1927.

Western Province.

Name.	Residence.
1. Cargills, Ltd.	Alexandra place, Colombo
2. Do.	Canal Row, Fort, Colombo
3. Do.	Galle Face Pharmacy, Colombo
4. Do.	York street, Fort, Colombo.
5. Cooray, M. L. Peter	493, Rawatawatta, Moratuwa
6. Croos Da Brera, Dr. V.	32, Main street, Negombo
7. Cunjee Lebbe, N. I. M.	225, Grandpass road, Colombo
8. De Mel, V. S.	The City Dispensary, Pettah
9. De Pinto, George	Drug Stores, Wellawatta
10. De Silva, Arthur	I. C. Drug Stores, Bambalapitiya
11. De Silva, A. S.	City Dispensary, Kanatta road
12. De Silva, J. E.	City Dispensary, Union place
13. De Silva, Dr. K. J.	Sylvanhurst, Moratuwa
14. De Silva, N. G. B.	70, Galle road, Colpetty
15. De Silva, W. P.	201A, Colpetty
16. Edwards, R. D.	Galtude, Kalutara District
17. Elangamani Pillai Madasamy Pillai.	32, Silversmith lane, Colombo
18. Fernando, C. M.	International Drug Stores, Bambalapitiya
19. Fernando, F. N.	74, Main street, Kochchikade
20. Fernando, K. S. Austin	3, Customs House road, Negombo
21. Fernando, S. C.	International Drug Stores, Bambalapitiya
22. Fernando, W. J.	10, Second Gabo's lane, Pettah
23. Gomez, G.	The British Pharmacy, Pettah
24. Gomes, D. G. & Co.	48, Main street, Negombo
25. Gonsal, N. G.	14, Bailie street, Colombo
26. Jayasuriya, H. P.	Siyambalagahawatta, Paiyagala North
27. Jayawardana, D. G.	285, Ja-ela
28. K. Kanagasabay	1, Turret road, Colombo
29. Lawrenz, H.	Thoputotte, Kochchikade
30. The Manager, Colombo Apothecaries' Co.	Fort, Colombo
31. Maduram Palle, E. A.	106, York street, Colombo
32. Matcher, L.	De Mel buildings, Fort, Colombo
33. Meetoo, A. G.	Kurunewatta, Pamunugama
34. Miller & Co.	York street, Colombo
35. Mohamed Cassim, K. M.	6, Church street, Slave Island
36. Muttumani, Dr. G. R.	76, Station road, Wellawatta
37. Muttumani, Dr. V.	35, Rifle street, Slave Island
38. Narayana Pillai, K.	53, Kochchikade, Colombo
39. Perera, H. A. L.	Kaluairuppuwa East, Miriswatta, Negombo
40. Perera, H. B.	29, St. Joseph's street, Negombo
41. Perera, H. J.	Central Medical Stores, Main street, Pettah
42. Pieris, P. J.	The Dispensary, Matugama
43. Pinto, J. B. & Sons	30, Chatham street, Colombo
44. Pronk, P. P.	Bogahawatta, Paddawala
45. Raj, M. A.	4, Norris road, Pettah
46. Raux, Dr. J. C.	Benville, Nugegoda
47. Scheffer, Austin	Main street, Negombo
48. Sirisena, H. E.	9, Second Gabo's lane, Colombo
49. Sittampalam, Dr. S. A.	726 16, Havelock road, Wellawatta
50. Sthradher, L. C.	201, Darley road, Colombo
51. Wijewardana, S.P.S.	60, Fifth Cross street, Pettah
52. Zaimudeen, M. L.	11, Second Gabo's lane, Pettah

Central Province.

1. Mr. D. Abeyagoonewardana	Nawalapitiya
2. Messrs. Brown & Co., Ltd.	Hatton

Name.

Residence.

3. Messrs. Cargills, Ltd.	Nuwara Eliya
4. Do.	do.
5. Do.	Kandy
6. Do.	do.
7. Central Medical Stores	do.
8. Do.	do.
9. Rev. Dharmaratna	Weligampola
10. The Grand Oriental Stores	Nuwara Eliya
11. Dr. G. P. Hay	Kandy
12. Dr. G. W. Karunaratne	do.
13. Mr. F. Lutersz	Katugastota
14. Mr. S. E. M. Mohamadul Cader	Kandy
15. Messrs. Miller & Co.	do.
16. Do.	do.
17. Do.	Nuwara Eliya
18. Mr. P. A. Randeniya	Gampola
19. Dr. P. A. Schokman	Dikoya
20. Mr. J. L. de Silva	Kandy
21. Mr. C. M. C. de Silva	Nuwara Eliya
22. Mr. W. B. Tennekoon	Gampola
23. Mr. T. A. Tilakaratne	Matale
24. Messrs. Walker & Greig, Ltd.	Lindula
25. Do.	Dikoya

Southern Province.

1. Messrs. A. R. Ephraums, Co-operative Co., Ltd.	61, Lighthouse street, Fort, Galle
2. Do.	1360, Gabadawoodiya, Matara
3. T. W. Darley de Silva	The Pharmacy, Boliatta
4. K. C. Perera	Aluwatugodawatta, Bentota
5. K. C. A. de Silva	96 and 97, High street, Galle
6. B. F. Adhihetti	The Southern Medical Stores, High street, Galle
7. T. D. M. Siriwardane	11, The New Medical Stores, Kaluwella
8. D. Wickramarachchi	1359, Gabadawoodiya, Matara
9. A. Antony Pulley	63c, Pettigalawatta, Galle
10. J. W. Samaraweera	1, Welagedarawatta, Kapparatota, Weligama

Northern Province.

1. Achudan, I. M.	Main street, Jaffna
2. Chingamappaner, S. Chunnakam	Jaffna
3. Cader Mohideen, M.	Moor street, Jaffna
4. Evarts, Dr. A. C.	City Dispensary, Jaffna
5. Kandiah, V.	Nallur, Jaffna
6. Nallatamby & Sons, K.	Grand Bazaar, Jaffna
7. Ponnusamy, S.	Main street, Jaffna
8. Ponniah, C.	Vanuarponai East, Jaffna
9. Ponnuthurai, K. V.	Kodday, Jaffna
10. Philippupillai, A.	Mannar, Jaffna
11. Sothimuttu, S.	Vannarpounai West, Jaffna
12. Sivakolunthu, C.	Nallur, Jaffna
13. Thambiah, S.	Kokkuvil West, Jaffna

Eastern Province.

1. Miss E. Eckersall	Batticaloa
2. Miss C. E. Hamilton	Kalmunai
3. Miss D. M. Bates	Trincomalee
4. S. S. M. Muhayadeen Abdul Cader	Batticaloa
5. A. P. Ibraimsaibu Parigari	Kattankudi

North-Western Province.		
Name.	Residence.	
1. M. M. Mohammado Usuff	Chilaw	
2. V. M. Weerasinghe	Kurunegala	
3. D. Jayatilleke	do.	
4. S. A. Saleem	do.	
5. M. Santherasekeram	do.	
6. Diananda Swamy	Wetakeyapotha	
7. W. A. Martensz	Wennappuwa	
8. B. B. Alphonso	Nattandiya	
9. K. S. Charles Fernando	Bolawatta	

North-Central Province.		
1. The Manager, Agricultural Stores	Anuradhapura	

Province of Uva.		
Name.	Residence.	
1. Messrs. Walker & Greig, Ltd.	965, Badulla	
2. Do.	76, Haputale	
3. Messrs. Miller & Co., Ltd.	13, Bandarawela	

Province of Sabaragamuwa.		
1. A. H. Carolis	13, Cross street, Ratnapura	
2. T. H. Gomis	10, on the land called Muttet- tulanda at Anguruwella	
3. J. M. Oliveux	House near Demuwata ferry at Ratnapura	
4. K. A. P. Hewa- witharana	Dispensary at Hingula in Kegalla	

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

K 108/28

It is hereby notified that His Excellency the Governor in Executive Council has, in exercise of the powers vested in him by section 30 (1) of "The Village Communities Ordinance, No. 9 of 1924," been pleased to approve of the following rules made under the provisions of sections 14 and 29 of the said Ordinance by the Committees elected and duly authorized by the inhabitants of the subdivisions Nos. 1 to 5 of the Koddiyar pattu and the subdivisions Nos. 1 to 4 of the Tamblegam pattu and the subdivisions Nos. 1 to 3 of the Kaddukulam pattu east and the subdivisions Nos. 1 and 2 of the Trincomalee town division in the Trincomalee District, Eastern Province.

Colonial Secretary's Office,
Colombo, February 19, 1928.

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

Village Committee Rules—Trincomalee District.

Rules under Chapter I. of Village Committee rules promulgated in *Government Gazettes* Nos. 6,261 of September 18, 1908, and 6,893 of August 17, 1917, are hereby repealed, and the following substituted therefor:—

1. (a) Every male inhabitant who is above 18 and under 55 years of age shall, unless specially exempted by the Chairman of the Village Committee, contribute and perform 2 days' labour each year in respect of all or any of the purposes mentioned in paragraphs 1, 2, 7, 9, 20, 23, 24, and 31 of section 29 of Ordinance No. 9 of 1924.

(b) Such 2 days' labour shall be performed between April 1 and August 31 in each year. Provided, however, that the liability to perform such 2 days' labour within the period aforesaid may be commuted by a payment of Re. 1 before March 31 in each year.

2. During the month of April, the Committee shall meet and shall determine the works upon which, the places at which, the dates upon which, and the times at which the labour of such inhabitants as shall not have commuted their labour under rule 1 (b) shall be contributed.

3. The officer appointed as supervisor of labour shall give notice to the inhabitants of his division who shall not have commuted their labour under rule 1 (b) to attend and perform such labour at the time and place appointed by the Committee. Such notice shall be published by beat of tom-tom not less than 7 days before the day appointed for the attendance of such inhabitants or in such other way as the Village Committee shall direct.

4. (a) In default of performance of such 2 days' labour as set out in rule 1 (a) above, and within the period mentioned in rule 1 (b) above, every male who is above 18 and under 55 years of age, shall, unless specially exempted by the Chairman of the Village Committee, contribute and perform double labour, to wit, labour for a period of 4 days in each year.

(b) Such double labour or labour for a period of 4 days shall be performed between September 1 and October 31 in each year. Provided, however, that the liability to perform such double labour or labour for a period of 4 days within the period set out in rule 4 (b) above may be commuted by a payment of Rs. 2 between September 1 and October 31 in each year.

5. During the month of September the Committee shall meet and shall determine the works upon which, the places at which, the dates upon which, and the times at which the double labour under rule 4 shall be contributed.

6. The officer appointed as supervisor of labour shall give notice to the inhabitants of his division liable under rule 4 to perform double labour to attend and perform such labour at the time and place appointed by the Committee. Such notice shall be published by beat of tom-tom not less than 7 days before the day appointed for the attendance of such inhabitants or in such other way as the Village Committee shall direct.

7. Any person liable under rule 4 to contribute double labour who shall fail either to attend at the time and place required and perform such double labour or to commute the same under rule 4 (b) shall be guilty of an offence and liable to such fine as the Village Committee or the Village Tribunal has power to inflict.

8. The Police Headman of each village shall prepare annually before December 31 a list of names of all males between the ages of 18 and 55 residing within his village and shall forward a copy thereof to the Vanniah.

9. The Chairman of the Village Committee may exempt from the performance of any labour any person physically unfit to perform labour. Where the Chairman refuses such exemption, any person dissatisfied with the decision of the Chairman may within 10 days of the date of such decision appeal by petition to the Assistant Government Agent whose decision shall be final.

10. (a) Every male inhabitant who is above 18 and under 55 years of age shall, in addition to the 2 days' labour referred to in rule 1 (a) and 1 (b) above, be liable to contribute and to perform in any one year and in respect of the purposes mentioned in paragraphs 1, 2, 7, 9, 20, 23, 24, and 31 of section 29 of Ordinance No. 9 of 1924, further labour for a period not exceeding 8 days.

(b) Such further labour shall be called out by special resolution of the Village Committee in each year, and it shall be lawful for the Village Committee to make special provisions in such resolutions for the due commutation of the liability to contribute and perform such labour by payment of a tax in money.

11. All previous rules relative to the performance of labour and commutation thereof are hereby repealed.

HIS 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 Private John Percival Wambeek of the Ceylon Light Infantry.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 22, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

IT is hereby notified that the under-mentioned officers in Class III. of the Clerical Service have been promoted to Class II. of the Clerical Service, with effect from February 1, 1928:—

Mr. E. de S. Sugatapala, Clerk, Kalutara Kachcheri.
Mr. J. K. P. Tillekeratne, Clerk, Police Court, Galle.
Mr. S. Sabapathipillai, Clerk, Public Works Department.
Mr. W. D. S. Perera, Clerk, Police Department.
Mr. H. J. N. Mendis, Clerk, Land Settlement Department.
Mr. K. D. A. Basnayake, Clerk, Land Settlement Department.
Mr. K. B. Ranaraja, Clerk, Kandy Kachcheri.
Mr. L. B. Warakaulle, Clerk, Forest Department.
Mr. A. S. Samaraweera, Clerk, District Court, Anuradhapura.
Mr. N. N. Cunanayagam, Clerk, Trincomalee Kachcheri.
Mr. H. M. C. Mutukistna, Clerk, Fiscal's Office, Puttalam.
Mr. A. M. Mendis, Clerk, Medical Department.
Mr. W. Rajapakse, Clerk, Police Department.
Mr. P. D. R. de Silva, Clerk, Kegalla Kachcheri.
Mr. W. H. Paul, Clerk, Jaffna Kachcheri.
Mr. S. Swaminathan, Clerk, Registrar-General's Department.
Mr. P. B. Ellapola, Clerk, Fiscal's Office, Matale.
Mr. A. B. J. P. A. Amarasekera, Clerk, Registrar-General's Department.
Mr. N. Tampoe, Clerk, Public Works Department.
Mr. O. Abeysiriwardene, Clerk, Public Works Department.
Mr. K. Sathasivam, Clerk, Public Works Department.
Mr. G. D. Rasaratnam, Clerk, Public Works Department.
Mr. K. Ponnampalam, Clerk, Public Works Department.
Mr. B. S. Xavier, Clerk, Public Works Department.
Mr. S. D. Perera, Clerk, Registry, Supreme Court.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 23, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

"THE REGISTRARS' PROCEEDINGS VALIDATION ORDINANCE, NO. 3 OF 1912."

Z 26/28

An Order in Council for the Purpose of giving Validity to the Issue of a Certificate for the Registration of a Marriage in the Puttalam District of the North-Western Province.

WHEREAS the issue of certificate specified in the first column of the schedule hereto annexed relative to the registration of a marriage in the Puttalam District is invalidated by reason of the mistake set forth in the second column of the said schedule:

And whereas no other means are by law provided by which the said issue of certificate may be validated:

It is hereby notified that His Excellency the Governor, in exercise of the powers vested in him by section 3 of "The Registrars' Proceedings Validation Ordinance, No. 3 of 1912." and with the advice of the Executive Council, has been pleased to direct and order as follows:

That the said certificate be as valid and effectual for all purposes as if the said mistake had not occurred.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, February 22, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

1.

Certificate dated July 11, 1927, issued by W. B. Mutukumar, Registrar of Marriages of Akkarai pattu south under section 27 of the Ordinance No. 19 of 1907.

2.

This certificate was issued before the particulars of the notice of marriage were entered in "The Marriage Notice Book" under section 26 (1) of the Ordinance No. 19 of 1907.

"THE BIRTHS AND DEATHS REGISTRATION ORDINANCE, 1895."

Z 36/28

WHEREAS by Notification dated July 1, 1899, published in the *Government Gazette* No. 5,629 of the same date, His Excellency the Governor, with the advice of the Executive Council, divided the Colombo District of the Western Province of the Island for the purpose of the registration of births and deaths into the several divisions specified in Part I. of the schedule to the said Notification :

And whereas divisions Nos. 9 and 18 were amended by Notifications dated November 7, 1918, and May 9, 1924, respectively, published in *Gazettes* No. 6,980 of November 22, 1918, and No. 7,392 of May 16, 1924, respectively :

And whereas it is expedient to amend division No. 16 and to further amend the said divisions Nos. 9 and 18 so as to create a new division :

It is hereby notified that His Excellency the Governor, in exercise of the powers vested in him by section 6 of "The Births and Deaths Registration Ordinance, 1895," and with the advice of the Executive Council, has been pleased to amend and alter, with effect from April 1, 1928, the said divisions Nos. 9, 16, and 18 more fully described in the first column of the schedule hereto in the manner specified in the second column thereof.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, February 22, 1928.

SCHEDULE REFERRED TO.

Western Province, Colombo District.

Division as defined by Notification of November 7, 1918.	Division as defined by this Notification.
9. Ambatalenpahala East. <i>Boundaries.</i> —North by the Kolani river ; east and south by a portion of Hewagam korale ; west by a footpath between Kittanpahuwa and Wennawatta and the Kolonnawa canal.	9. Ambatalenpahala East division. <i>Boundaries.</i> —North by the Kelani river ; east by a portion of Hewagam korale and the portion of the Lunatic Asylum in Angoda and Kotikawatta ; south by a portion of Hewagam korale and the portion of the Lunatic Asylum in Kotikawatta ; and west by a footpath between Kittanpahuwa and Wennawatta, the village Megoda Kolonnawa and Kolonnawa canal.
Division as defined by Notification of July 1, 1899.	
16. Mulleriyawa in Adikari pattu of Hewagam korale division. <i>Boundaries.</i> —North by the village Kelanimulla and Kelani-ganga ; east by the villages Weliwita and Malabe ; south by the villages Talahena and Talangama ; and west by the villages Walpola, Kelanimulla and Angoda in Ambatalenpahala.	16. Mulleriyawa division. <i>Boundaries.</i> —North by Kelanimulla and Kelani-ganga ; east by Weliwita and Malabe ; south by Talahena and Talangama ; and west by Kelanimulla and the portion of the Lunatic Asylum in Mulleriyawa and Himbutana.
Division as defined by Notification of May 9, 1924.	
18. Kottawa in Palle pattu of Hewagam korale division. <i>Boundaries.</i> —North by the villages Gotatuwa, Angoda, and Mulleriyawa-Himbutana ; east by the villages Talangama North, Malabe, Pore, Walgama and Homagama ; south by the villages Magamma, Mattegoda, and Siddamulla ; and west by the villages Welikada, Kotte, Madiwala, Talapatpitiya, Depanama, Pannipitiya, Erawwala, Pelenwatta, and Siddamulla.	18. Kottawa division. <i>Boundaries.</i> —North by Gotatuwa, the Infectious Diseases Hospital in Kalapaluwawa and the portion of the Lunatic Asylum in Angoda and Himbutana ; east by Talangama North, Malabe, Pore, Walgama and Homagama ; south by Magamma, Mattegoda and Siddamulla ; and west by Welikada, Kotte, Madiwala, Talapatpitiya, Depanama, Pannipitiya, Erawwala, Pelenwatta and Siddamulla.
	64. Angoda division. <i>Boundaries.</i> —North by a portion of Kotikawatta and Mulleriyawa-Himbutana ; east by portions of Mulleriyawa-Himbutana ; south by portions of Kalapaluwawa and Angoda and Mulleriyawa-Himbutana ; and west by a portion of the village Kotikawatta.

Y 9/27

IT is hereby notified that the under-mentioned gentlemen have passed the Examination prescribed under the Regulations dated January 11, 1924, held on January 16, 1928, and following days :—

FIRST EXAMINATION.

	Law. Per Cent.	Accounts. Per Cent.	Sinhalese. Per Cent.	Tamil. Per Cent.
Mr. C. H. Hartwell ..	.. 50	.. 50	.. 58	.. —

SECOND EXAMINATION.

	Law. Per Cent.	Accounts. Per Cent.	Sinhalese. Per Cent.	Tamil. Per Cent.
Mr. K. Somasuntharam ..	.. 50	.. 79	.. 51	.. 63
Mr. W. Holmes ..	.. 63	.. 76	.. 55	.. 53

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, February 21, 1928.

• “THE SCHOOL TEACHERS’ PENSION ORDINANCE, No. 6 OF 1927.”

RULES made by His Excellency the Governor in Executive Council under the provisions of section 4 (1) of the above-named Ordinance.

Colonial Secretary’s Office,
Colombo, February 24, 1928.

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

RULES REFERRED TO.

- Short title. 1. These rules may be cited as the School Teachers’ Pension Rules, 1927.
- Interpretation. 2. In these rules, unless the context otherwise requires—
- (i.) “Assisted School” means a school to which aid is contributed from the public funds of the Colony;
 - (ii.) “Government School” means a school maintained entirely from the public funds of the Colony;
 - (iii.) “Education Department” means the Department of Education created under the provisions of “The Education Ordinance, No. 1 of 1920”;
 - (iv.) “Director” means the Director of Education;
 - (v.) “Treasurer” means the Colonial Treasurer or his authorized agent;
 - (vi.) “Salary” means the salary approved by the Director for the purpose of calculating grants, provided that such salary is actually received by the teacher;
 - (vii.) “Recorded Service” means full time service, recorded by the Education Department, in the capacity (within the meaning of the Education Code) of principal or assistant teacher in an Assisted School. Provided that the following shall not be counted as recorded service :—
 - (A) Service by a teacher under 18 years of age;
 - (B) Service exceeding 35 years;
 - (C) Service in night schools.
 Provided, however, that the following shall be counted as recorded service :—
 - (a) A period of attendance not exceeding 2 years for which any teacher, who has been full-time service in an Assisted School for at least 12 months, has been granted leave to attend a Training College or University in order to improve his qualifications as a teacher; provided that the teacher has, during such period of attendance, made contributions towards a pension in accordance with rule 5 on the salary last received by him.
 - (b) A period of service not exceeding 2 years for which any teacher is employed in a Recognized (but not Assisted) School; provided (1) that such teacher has previously been employed in an Assisted School, and (2) that such teacher has, during the period of service in such Recognized School continued to make contributions towards a pension in accordance with rule 5 on his salary according to the scales approved for Assisted Schools;
 - (c) A period of unemployment, not exceeding 12 months, for which any teacher, who has been discontinued by the management of an Assisted School, continues to make contributions towards a pension in accordance with rule 5 on the salary last received by him.
- Register of Pensionable Teachers. 3. The Director shall keep or cause to be kept a Register of Pensionable Teachers, and each teacher whose name is entered on the said register shall be allotted a separate number.
4. (1) A teacher whose name appears on the Education Department Register of Teachers at the time these rules come into force, either (i.) as a certificated teacher or (ii.) as an uncertificated teacher over 30 years of age shall have his name entered on the Register of Pensionable Teachers.
- (2) A teacher whose name is entered on the Education Department Register of Teachers after these rules come into force shall have his name entered on the Register of Pensionable Teachers provided—
- (a) He is a certificated teacher;
 - (b) He is below the age of 35 years and has produced a certificate of birth or other evidence of age which the Director deems sufficient. Provided that in the case of a teacher over 35 years of age the Director may grant special sanction for registration as a pensionable teacher;
 - (c) He has satisfied the Director of his physical fitness on the certificate of a Medical Officer chosen for the purpose by the Director.
- Contributions. 5. From and after March, 1928, a deduction of 4 per cent. of the salary of every teacher whose name appears on the Register of Pensionable Teachers shall be made monthly by the person liable to pay him his salary, and the amount so deducted shall be paid through the Director into the general revenue. Provided that no deduction shall be made in the case of teachers who have contributed under this rule for 120 months.

6. Subject to the exceptions and provisions hereinafter set out, every person whose name has been entered on the Register of Pensionable Teachers whic. being a man, has attained the age of 55 years, or who, being a woman, has attained the age of 50 years, may be granted a pension calculated in the following manner :—

(i.) A teacher who shall have served and contributed as provided by rule 5 of these rules for not less than 120 months and not more than 121 months may receive an annuity equal to $180/720$ ths of the salary as defined below of the permanent post or posts held by him at the time of his retirement.

A teacher who shall have served and contributed under rule 5 for not less than 121 months and not more than 122 months may receive an annuity equal to $181/720$ ths of such salary.

In like manner an addition may be granted of $1/720$ th for each additional month of service until the completion of 420 months of service when the maximum pension of $480/720$ ths of such salary may be granted.

(ii.) A teacher who is in service at the time these rules come into force and whose recorded service on retirement is not less than 120 months, but who has contributed for less than 120 months may receive for each month of contributory service an annuity of $1/720$ th of the salary as defined below of the permanent post or posts held by him at the time of his retirement.

(iii.) A teacher who is in service at the time these rules come into force or who has retired on or after October 1, 1926, but before these rules came into force, and whose recorded service at the time of retirement is not less than 120 months may receive for each month of service before these rules came into force an annuity of $1/960$ th of the salary as defined below of the permanent post or posts held by him at the time of his retirement. Provided that—

- (a) The years of recorded service in each case are not less than ten ;
- (b) The years of recorded service in each case are not less than one half the number of years that have elapsed since the date of the teacher's first registration ;
- (c) At least ten years of recorded service fall within the fifteen years preceding the date on which the teacher attained the pensionable age ;
- (d) The Director has reported that the teacher's professional record is satisfactory ;
- (e) Contributions have been regularly made during the period of recorded service as required by rule 5 ;
- (f) No teacher who is in receipt of a pension shall be employed on the eligible staff of a school (within the meaning of the Education Code) save in exceptional circumstances and with the approval of the Director, and in such event the provisions of section 16 of the Government Pension Minute, in so far as they are applicable under these rules, shall apply to his case.

(iv.) The annuity received by the teacher shall be computed upon the salary drawn by him at the time of his retirement in respect of the permanent post or posts then held by him, provided that he shall have held such post or posts, or a post or posts, to which the same fixed salary or incremental scale of salary is attached, for at least three years, otherwise the pension shall be calculated upon the average of the salaries attached to the permanent posts held by him during the three years next preceding the commencement of such pension. Provided that where a teacher retires within three years of his promotion to a higher class or grade, he shall have the option of claiming either a pension calculated in manner aforesaid or a pension calculated on the salary he would have been receiving had he not been promoted to the higher class or grade.

7. Retirement shall be compulsory for every male teacher on his attaining the age of 60 years, and for every female teacher on her attaining the age of 55 years.

8. (i.) A teacher who ceases to be employed before he has completed 60 months of recorded service on account of infirmity of body or mind may, if the cause of his retirement is certified by a duly constituted Medical Board, receive a sum equal to the total contributions paid by him during the months of recorded service.

(ii.) A teacher who ceases to be employed in a school from any cause whatsoever after completing 60 months of recorded service and before attaining the pensionable age may receive a sum equal to the total contribution paid during the months of recorded service in terms of rule 5. Provided that where such a teacher returns to service, the previous service for which he has drawn his contribution shall not count for purposes of pension.

Annuity on retirement before pensionable age.

9. A teacher who is in service at the time these rules come into force and whose recorded service is not less than 120 months, but who retires before the pensionable age, shall be eligible for an annuity as calculated under rule 8 and for commutation of pension under rule 12, provided that his retirement has been declared to be necessary on the grounds of infirmity of body or mind by a duly constituted Medical Board.

Teachers dying after 5 years' service.

10. Where a teacher, who has completed 60 months of recorded service, dies without having drawn any pension, a sum equal to the total contributions paid by such teacher during the months of recorded service may be paid to a person previously nominated in writing by such teacher to the Director or, in the absence of such a nominee, or in the event of the death of such a nominee before the death of the teacher, to his legal representative.

Teachers transferred from an Assisted to a Government School.

11. Where a teacher is transferred from an Assisted to a Government School, the years of recorded service of such teacher in such Assisted School or schools shall count for the purposes of pension under these rules.

Commutation of pension.

12. A teacher entitled to a pension may on retirement have the option of commuting half the amounts payable to him as pension computed in the manner provided in rule 6 hereof for a sum equal to the whole of the contributions paid by him in pursuance of the provisions of rule 5.

Expenses of medical examination to be borne by teacher.

13. The fee for medical examination and all other expenses incurred by a teacher offering himself for the medical examination required by rule 4 (2) (c) and any fee for medical examination that may be required under rules 8 (1) and 9 hereof shall be paid by him.

Reduction of pension for unsatisfactory service.

14. (i.) The rates of pension above set forth may be granted only in cases of faithful and meritorious service. Where the teacher's professional record has not been satisfactory a deduction may be made from the pension.

Forfeiture of claims for misconduct.

(ii.) If the name of any teacher is removed by the Director from the Register of Teachers kept by the Education Department for any misconduct of a serious nature on his part, the teacher shall not be entitled to any benefit under these rules except that provided for under rule 8 (ii.) unless his name has been reinstated by the Director in the Register of Pensionable Teachers.

Teachers convicted of an offence.

15. If any teacher who is in receipt of a pension shall be convicted of any offence for which he shall be sentenced to death or to any term of rigorous imprisonment or analagous punishment exceeding twelve months, the payment of the pension shall be forthwith discontinued unless the Governor in Executive Council otherwise directs.

Mode of payment of pensions.

16. Every pension granted under these rules shall be payable from the date of retirement of the teacher concerned, and shall be payable by equal monthly payments on the last day of each month. Such evidence as may be required of the identity of a teacher and of the fact that he is alive shall be produced to the Treasurer before any payment is made to or on account of a teacher.

Payment on death of teacher.

17. Where, on the death of a teacher, any sum is due to his estate under these rules, the Treasurer may, if probate or other proof of the title of the legal representative of the teacher is not produced to him within three months of the death, pay the sum due to, or distribute it amongst, the persons appearing to him to be beneficially entitled to the estate of the teacher, and such payment shall operate as an effectual and complete discharge of the liability to pay the said sum to any person whomsoever.

Procedure where pensioner is incapable of giving a receipt.

18. Where the Treasurer is satisfied by the certificate of (a) a Justice of the Peace or minister of religion, and of (b) a Registered Medical Practitioner, that a teacher in receipt of a pension is of unsound mind or otherwise incapable of giving a receipt, he may pay any sum due on account of any pension wholly or partly to the institution or person having the care of the teacher, or wholly or partly for the benefit of the wife, husband, or relatives of the teacher, in such proportion and in such manner as seems to him best. Provided that where any such teacher is maintained in an asylum or other institution supported out of public funds, any sum due on account of pension shall be applied to the maintenance of the teacher before it is applied for the benefit of the wife, husband, or relatives of the teacher. Any application with regard to the payment of a pension under this rule shall be made to the Treasurer.

Decision of Director to be final subject to appeal to Executive Council.

19. Any question which arises as to the interpretation of these rules or the application of any rule to any person, or as to the amount of any pension under these rules, or as to the grant, refusal, suspension, or cessation of any such pension, shall be decided by the Director whose decision shall be final.

Provided, however, that any person affected by any such decision may within one month of the communication of such decision to him by the Director appeal therefrom to the Governor in Executive Council.

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 24, 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 Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond 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 any 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 21, 1928.

Schedule referred to.

Service.	Tender	
	Deposit. Rs.	Security. Rs.
Supply of cooked provisions without milk to the following institutions :—		
Avissawella Hospital	300	600
Ingiriya Hospital ..	300	600
Kalutara Hospital	200	400
Negombo Hospital	300	600
Pimbura Hospital	200	400
Moratuwa Hospital	200	400
Supply of cooked provisions with milk to the following institutions :—		
Gampaha Hospital	100	200
Neboda Hospital ..	300	600
Panaduro Hospital	100	200
Watupitiwela Hospital	100	200
Supply of uncooked provisions without milk to the following institutions :—		
Kandana Sanatorium	300	600
Ragama Tuberculosis Hospital	500	1,000

SCHEDULES of rates are hereby invited for the widening of four culverts in the Colombo-Kandy road.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Colombo, endorsed on the outside "Schedules of Rates for the Widening of Four Culverts in the Colombo-Kandy Road," so as to reach the offices of the foregoing officers on or before 12 noon on March 12, 1928. Cement will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of cement for the items which necessitate their use.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so 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, Western Province (North), Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

Public Works Office,
Colombo, February 22, 1928.

SCHEDULES of rates are hereby invited for maintenance of Ragama Camp buildings.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Colombo Lake Development Scheme, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Colombo Lake Development Scheme, endorsed on the outside "Schedules of Rates for Maintenance of Ragama Camp Buildings," so as to reach the offices of the foregoing officers on or before 12 noon on March 14, 1928.

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

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

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

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

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

Public Works Office,
Colombo, February 23, 1928.

SCHEDULES of rates are hereby invited for constructing one Junior Clerks' Quarters, 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 by agreements at the accepted rates. Contractors will be required to state in their tenders the time required to carry out the work.

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

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer, Kalutara, duly signed, dated and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington Square, Colombo, and the duplicate addressed to the District Engineer, Kalutara, endorsed on the outside "Schedules of Rates for Constructing One Junior Clerks' Quarters at Kalutara," so as to reach the offices of the foregoing officers on or before 12 noon on March 12, 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 Kaohoheri. 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.

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

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

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

E. W. BARTHOLOMEW,
Public Works Office, for Director of Public Works.
Colombo, February 22, 1928.

SCHEDULES of rates are hereby invited for widening 36½ to 38½ miles, Palapatwela-Galawela road, in the Nalanda District, to a width of 18 ft. including earthwork, trimming, and turfing slopes and providing and spreading metal.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the District Engineer, Nalanda, 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. Specifications, bills of quantities, and form of monthly agreements can be seen, and all other information obtained from the Office of the District Engineer, Nalanda, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Nalanda, 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, Nalanda, endorsed on the outside "Schedules of Rates for Widening 36½ to 38½ Miles, Palapatwela-Galawela Road, Nalanda District," so as to reach the foregoing officers on or before 12 noon on March 23, 1928.

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

6. 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,
Public Works Office, for Director of Public Works.
Colombo, February 22, 1928.

SCHEDULES of rates are hereby invited for widening the Palapatwela-Galawela road, in the Nalanda District, to a width of 18 ft. 8 in., including earthwork, trimming and turfing slopes and providing and spreading metal between the 28 and 28½ mileposts.

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

Nalanda, 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. Specifications, bills of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the District Engineer, Nalanda, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Nalanda, 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, Nalanda, endorsed on the outside "Schedule of Rates for Widening the Palapatwela-Galawela Road, Nalanda District," so as to reach the offices of the foregoing officers on or before 12 noon on March 23, 1928.

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,
Public Works Office, for Director of Public Works.
Colombo, February 22, 1928.

SCHEDULES of rates are hereby invited for the construction of quarters for messengers, &c., Kotmale Post Office.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Dimbula, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (South), Nuwara Eliya, and the duplicate addressed to the District Engineer, Dimbula, endorsed on the outside "Schedules of Rates for the Construction of Quarters for Messengers &c., Kotmale Post Office," so as to reach the offices of the foregoing officers on or before 12 noon on Monday, March 12, 1928. All imported articles such as cement, blasting powder, glass, fittings, paint, oil, and corrugated sheets 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. Each schedule of rates must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging if called upon, to become security

for the due fulfilment of the contract. An address for the delivery of letters or notices shall be given in each schedule.

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

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

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

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, February 23, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for all works in connection with improving drains, Anuradhapura.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Anuradhapura, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Anuradhapura, endorsed on the outside "Schedule of Rates for Improving Drains, Anuradhapura," so as to reach the offices of the foregoing officers on or before 12 noon on March 19, 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 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, Northern Province, Jaffna, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

E. W. BARTHOLOMEW,
Public Works Office, for Director of Public Works.
Colombo, February 23, 1928.

SCHEDULES of rates are hereby invited for works connected with the construction of the bridge at Palavi in Puttalam District—

(1) Earth filling 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, original addressed to the Factory Engineer, Colombo, and the duplicate to the Director of Public Works, endorsed on the 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 Tuesday, March 6, 1928.

4. 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.

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 any one contractor.

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

Public Works Office,
Colombo, February 22, 1928.

SCHEDULE of rates are hereby invited for two Junior Clerks' quarters at Puttalam.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the District Engineer, Puttalam, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, North-Western Province, Kurunegala, and the duplicate addressed to the District Engineer, Puttalam, endorsed on the outside "Schedule of Rates for Two Junior Clerks' Quarters at Puttalam" so as to reach the office of the foregoing officers on or before 12 noon on March 6, 1928. All imported articles stated in the specification will be supplied free of charge to the contractor by the Department, and rates submitted should be exclusive of the cost of these materials for the items which necessitates 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, North-Western Province, Kurunegala, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

Public Works Office,
Colombo, February 22, 1928.

SCHEDULES of rates are hereby invited for constructing a new hospital at Madulsima.

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

3. The plans, specifications, bill of quantities, and form of monthly agreement can be seen, and all other information obtained from the Office of the Provincial Engineer, Province of Uva, Badulla, or the District Engineer, Passara, any week day between the hours of 9 A.M. and 4 P.M. (Saturdays, 9 A.M. and 12 noon).

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Passara, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Passara, endorsed on the outside "Schedule of Rates for Constructing a New Hospital at Madulsima" so as to reach the offices of the foregoing officers on or before 12 noon on March 31, 1928. The following imported materials will be supplied by Government:—Tiles, cement, door and window fittings, zinc sheets for valley gutters, fly-proofing, solignum, steel work for uprights, runners and trusses, squatting plates, latrine buckets, iron ventilators, powder, fuze, and steel. The rates quoted by the contractor should be omitting the value of the above-mentioned materials supplied by Government.

5. Any alterations made in the quotations should bear the initials of the tenderer, and all quotations containing alterations not so 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, Province of Uva, Badulla, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

Public Works Office,
Colombo, February 22, 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.

THE following articles will be sold by public auction at this office on Monday, the 27th instant, at 1 P.M. :—

6 pigeon holes	3 capes
2 almirahs	2 dishes, soap
6 chairs, arm	15 trays, wooden
8 chairs, common	2 trays, wire
3 disinfecting pipes	2 bicycles
2 tables, common	4 rugs, door, ccir
7 planks	1 box for bicycles
1 carrier, bicycle	1 inflator for bicycle
1 bench	22 baskets, W. P.

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

Office of the Director of Medical and Sanitary Services,
Colombo, February 21, 1928.

NOTICE is hereby given that an unserviceable bull of Welikada Prison will be sold by public auction at the Welikada Prison premises at 11 A.M. on March 15, 1928.

Welikada Prison,
February 20, 1928.

C. C. SCHOKMAN,
Superintendent.

A SALE by public auction of unserviceable articles, including empty iron drums, wooden barrels, packing cases, &c., will be held at the Railway Stores, Maradana, on Tuesday, March 6, 1928, at 2 P.M.

Buyers are kindly requested to note that rent at the rate of 50 cents per diem will be charged for all lots not removed within three days.

G. E. DE SILVA,
Acting Railway Storekeeper.

Railway Storekeeper's Office,
Colombo, February 21, 1928.

LIST of unclaimed articles found in postal packets at the Returned Letter Office up to the period ended November 30, 1927, to be sold by public auction, at 2.30 P.M., on Thursday, March 1, 1928, at the General Post Office, Colombo :—

1 rubber tapping knife	4 rosaries
1 shell briar pipe	1 measuring tape
1 silk handkerchief	2 packets pictures and Christmas cards
1 tin half-a-corona cigars	1 wooden tap
1 piece pipe tobacco	3 packets gum arabic
1 filling pencil	1 felt hat and pipe
1 coat	1 padlock and 2 keys
1 pair sandals	12 prayer books and some packets cards
2 small sarongs, 1 cambhoy	✓ 1 walking stick
3 shawls, and 3 pieces long cloth	1 jacket and 1 cloth
1 lot ink tablets	4 pairs white stockings and 1 white cloth
1 piece trimming	6 books Reynolds novels
1 lot tobacco leaves	1 pair woollen stockings
1 pair socks	40 blue stones
1 cake lion soap	1 lot magazines
2 pairs trowsers, 1 coat, and 1 nasome dress	1 book "Explanation of the Epistles and the Gospels"
1 cycle inflator	1 lot used stamps
1 locket	1 silk handkerchief
1 measuring tape	1 lot tea
1 coat, 2 banians, 2 sarongs, 1 towel, and 1 handkerchief	1 lot cut samples
1 mouth piece	1 lot sundries
1 frame (glass broken)	37 bags paper

General Post Office,
Colombo, February 13, 1928.

M. S. SRESHTA,
Postmaster-General.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at the Telegraph Stores at Lotus Pond road, Colombo, on Tuesday, March 6, 1928, at 2 P.M. :—

- 1 indicator, household, 3 lines
- 1 discharger, P/P N. 1
- 3 dischargers, P/P N. 2
- 26 protectors, H.C. and F 2/2, N. 2
- 1 protector, H.C. and F 2/2, N. 3
- 48 protectors, H.C. and F 2/2, N. 4
- 9 protectors H.C. and F 2/2, N. 5
- 1 protector, H.C. and F 2/2, N. 6
- 13 protectors, N.C. 2/2
- 2 protectors, H.C. and F. N., 40/40
- 1 bracket, R.L. 1
- 2 brackets, R.L. 2

E. HARPER,

Colombo, February 13, 1928. Chief Engineer, Telegraphs.

NOTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Saturday, March 10, 1928, at 2 P.M., at the Hambantota Kacheheri :—

- | | |
|-----------------------|----------------|
| 8 admirals | 2 pigeon-holes |
| 2 doors of an admirah | 1 bookstand |
| 2 tables | 1 notice-board |

C. SENARATNE,

for Assistant Government Agent.

The Kacheheri,
Hambantota, February 15, 1928.

NOTICE is hereby given that the under-mentioned confiscated and unclaimed articles will be sold by public auction at the Police Court of Kayts on Monday, March 5, 1928, commencing at 9 A.M. :—

No.		No.	
943	1 hurricane lantern	3,036	3 empty bottles
1,531	2 empty bottles		1 measure glass
	1 funnel	3,069	1 packing case
1,734	1 mammoty		1 hatchet
1,772	1 aluminium chembu	3,103	1 empty bottle
		3,275	1 mat
1,829	1 scythe	3,291	1 steel box
1,890	1 chisel	3,570	4 empty bottles
2,269	1 drum		1 cup
	2 broken flutes	3,771	12 empty gin bottles
2,664	1 mammoty		1 cup
2,773	1 katty		1 aluminium cup
	1 mammoty		1 box
2,848	2 cases	3,982	1 glass
	6 empty bottles		12 empty bottles
2,887	5 empty bottles	4,062	4 empty cases
	1 glass		9 bottles
	1 packing case	4,168	1 alavangu
			— .. 1 turning wheel

Police Court,
Kayts, February 18, 1928.

A. G. RANASINHA,
Police Magistrate.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended February 18, 1928.

Births.—The total births registered in the city of Colombo in the week were 229 (4 Europeans, 9 Burghers, 149 Sinhalese, 27 Tamils, 29 Moors, 7 Malays, and 4 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 45.5, as against 50.1 in the preceding week, 46.3 in the corresponding week of last year, and 32.6 the weekly average for last year.

Deaths.—The total deaths registered were 149 (8 Burghers, 87 Sinhalese, 20 Tamils, 19 Moors, 6 Malays, and 9 Others). The death-rate per 1,000 per annum was 29.6, as against 31.2 in the previous week, 32.6 in the corresponding week of last year, and 27.6 the weekly average for last year.

Infantile Deaths.—Of the 149 total deaths, 35 were of infants under one year of age, as against 36 in the preceding week, 39 in the corresponding week of the previous year, and 30 the average for last year.

Stillbirths.—The number of still births registered during the week was 14.

Principal Causes of Death.—1. (a) Fourteen deaths from *Pneumonia* were registered, 7 in Maradana hospitals (including 3 deaths of non-residents), 2 in Slave Island, and 1 each in St. Paul's, Kotahena North, Kotahena South, New Bazaar and Maradana North, as against 23 in the previous week and 19 the weekly average for last year.

(b) Eleven deaths from *Influenza* were registered, 3 each in St. Paul's, Kotahena South, and New Bazaar and 2 in Kotahena North, as against 7 in the previous week and 6 the weekly average for last year.

(c) Three deaths from *Bronchitis* were registered, 1 each in Kotahena South, Maradana hospital (of a non-resident), and Wellawatta North, as against 2 in the previous week and 3 the weekly average for last year.

2. (a) Thirteen deaths from *Phthisis* were registered, 8 in Maradana hospitals (including 4 deaths of non-residents), 2 in Kotahena South, and 1 each in San Sebastian, Slave Island, and Wellawatta South, as against 9 in the previous week and 11 the weekly average for last year.

(b) One death from *Phthisis* of a resident of Colombo town occurred at the Anti-Tuberculosis Hospital, Ragama, during the week.

3. Four deaths from *Enteric Fever* were registered, 2 in Maradana hospitals (of non-residents) and 1 each in Maradana North and Maradana East, as against 3 in the previous week and 2 the weekly average for last year.

4. (a) One death from *Plague* was registered in Maradana North, as against nil in the previous week and 1 the weekly average for last year.

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

5. Fourteen deaths were registered from *Debility*, 7 from *Accidents*, 6 from *Diarrhoea*, 5 from *Infantile Convulsions*, 3 each from *Dysentery*, *Enteritis*, and *Puerperal Septicæmia*, 2 each from *Tetanus* and *Worms*, and 58 from *Other Causes*.

6. Fifty-eight cases of *Chickenpox* (5 in Port), 7 of *Measles*, 4 of *Enteric Fever* (1 in Port), 3 of *Plague*, and 2 of *Smallpox* were reported during the week, as against 44, 6, 7, nil, and 2, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 78.4°, against 79.5° in the preceding week and 79.8° in the corresponding week of the previous year. The mean atmospheric pressure was 29.944 in., against 29.927 in. in the preceding week and 29.920 in. in the corresponding week of the previous year. The total rainfall in the week was 0.02 in., against 2.24 in. in the preceding week and nil in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, February 21, 1928.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE VAIKUNDAM COMPANY, LIMITED.

- Pulchra*
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, estates, 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 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. 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 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 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 Kaliyal Pakuthy, 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 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 or returning 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 suris 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, fulfillment, 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 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 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 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 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 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 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 Shareholder 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 appointer 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 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.

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, 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.

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 workmen, 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 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.

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

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

MEMORANDUM OF ASSOCIATION OF THE KOTELAWALA ESTATE COMPANY, LIMITED.

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

- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits of union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar 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 parts similar to the Company, and 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 the Company is authorized to carry on or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (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 or property or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares or debentures or debenture stock or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever with power to issue any shares either fully or partly paid up for such purpose.
- (z 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 specified in any paragraph are not to be limited or restricted by reference to or inference from any other paragraph.

4. The liability of the Shareholders is limited.

5. The basis on which this Company is being established is that the Company shall acquire the said Upper Homadela estate from Alice Elizabeth Kotelawala, John Lionel Kotelawala, Alice Freda Corea (*nee* Kotelawala), and Justin Kotelawala, and that the said Alice Elizabeth Kotelawala and John Lionel Kotelawala, two of the vendors are to be Directors of the Company as from its commencement. It shall accordingly be no objection that the vendors are in a fiduciary position to the Company, or that there is no independent Board of Directors, or that the vendors or any of them are themselves Directors. No claim whatsoever shall be made against any person whomsoever at any time on any such ground as is set forth above nor on any other ground whatsoever in reference or in relation to, or in respect of or arising out of the constitution of the Board of Directors, as indicated above, or the appointment of any such person as a Director of the Company. Every member of the Company, present and future, is deemed to join the Company on this basis.

6. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand 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.
ALICE ELIZABETH KOTELAWALA, Colombo	One
J. L. KOTELAWALA, Colombo	One
FREDA COREA, Colombo	One
C. V. S. COREA, Colombo	One
JUSTIN KOTELAWALA, by his attorney J. L. KOTELAWALA, Colombo	One
H. RODRIGO, Colombo	One
P. A. GOMES, Colombo	One
Total Shares taken	Seven

Witness to the above signatures, at Colombo, this Twenty-fifth day of January, 1928:

FRED DE SARAN,
Proctor, Supreme Court.

ARTICLES OF ASSOCIATION OF THE KOTELAWALA 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 Kotelawala Estate Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

"Month" means a calendar month.

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

Words importing the singular number 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 value of such Shareholders of the Company for the time being entitled to vote as may be present in person or by proxy or attorney (in cases where by these Articles proxies or powers of attorney 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 basis on which this Company is being established is that the Company shall acquire the said Upper Homadola estate from Alice Elizabeth Kotelawala, John Lionel Kotelawala, Alice Freda Corea (*nee* Kotelawala), and Justin Kotelawala, and that the said Alice Elizabeth Kotelawala and John Lionel Kotelawala, two of the vendors are to be Directors of the Company as from its commencement. It shall accordingly be no objection that the vendors are in a fiduciary position to the Company, or that there is no independent Board of Directors, or that the vendors or any of them are themselves Directors. No claim whatsoever shall be made against any person whomsoever at any time on any such ground as is set forth above nor on any other ground whatsoever in reference or in relation to, or in respect of, or arising out of the constitution of the Board of Directors as indicated above or the appointment of any such person as a Director of the Company. Every member of the Company present and future, is deemed to join the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares, except when otherwise provided, shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be

deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, or as remuneration for work done for or services rendered to the Company, and that without offering the shares so allotted to the Shareholder.

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 one partner of the firm or agent duly authorized to sign the name of the firm shall be entitled to vote and to give proxies in respect of shares registered in the name of the firm.

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

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

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

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except 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 33 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 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 three months' notice at least shall be given to the Shareholders of the time and place appointed for payment of each call; and each Shareholder shall pay the amount of every call so made to the persons and at the time and place appointed by the Directors.

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 a minor 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 declinature 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 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 Shareholder (other than one of several joint Shareholders) shall be the only persons recognized by the Company, as having any title to the shares of such Shareholder.

36. Any guardian of any minor 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 interests in, and also of all claims and demands against, the Company in respect of the share and the proceeds thereof, and all other rights incident to the share, except only such of those rights (if any) as by these presents are expressly saved.

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-holders or in respect of any other debt, liability, or engagement whatsoever, and whether due from any such holder individually or jointly with others, including all calls which the Directors shall have resolved to make, although the times appointed for the payment thereof shall not

have arrived; and where any share is held by more persons than one, the Company shall be entitled to the said charge or lien in respect of any money due to the Company from any of such persons. And the Directors may decline to register any transfer of shares subject to such charge or lien.

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 Shareholders 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 Articles 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 (with a preference), or at such 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 member personally present and entitled to vote at such 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, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000).

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 MEETINGS.

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 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 five 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 a minor 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 foresaid, if more than one, shall not be entitled to vote in the place of such minor, lunatic, female, or deceased person, unless such person shall have been registered as a Shareholder.
80. 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 of 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 Kotelawala 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 five; but this clause shall be construed as being directory only, and the continuing Directors or Director may act notwithstanding any number of vacancies.

88. 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.

89. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company. The Directors may repay to any Director all reasonable travelling and hotel expenses incurred by him in or about the *bona fide* performance of his duties as a Director including all reasonable travelling expenses to and (or) from Board meetings.

90. The first Directors shall be Mrs. Alice Elizabeth Kotelawala, and John Lionel Kotelawala, both of Colombo.

The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

91. 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 or Superintendent.

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

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

ROTATION OF DIRECTORS.

92. At the First Ordinary General Meeting of the Company all the 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 93.

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

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

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

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

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

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

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

100. A Director may at any time give notice in writing of his intention to resign by delivering such notice to the Secretary or 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.

101. 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.

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

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

DISQUALIFICATION OF DIRECTORS.

104. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit other than Managing Director, Visiting Agent, Superintendent, or Secretary of the Company, or trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 100.
- (f) If he ceases to ordinarily reside in Ceylon.

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.

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

106. The business of the Company shall be managed by the Directors either by themselves or through a Managing Director, or with the assistance of an agent or agents and secretary or secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses, as well preliminary as otherwise, paid or incurred in and about the formation and the registration of the Company, and in and about the valuation, purchase, lease, or acquisition of the said estates and lands, and the opening, clearing, planting, and cultivation thereof, and otherwise in or about the working and business of the Company.

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, 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, 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.

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

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

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

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

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

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

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

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

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

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

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

ACCOUNTS.

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

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

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

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

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

129. Every such statement shall be accompanied by a report as to the state and condition of the Company and as to the amount which the Directors recommended 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 Auditor, the Directors shall fill up the vacancy by the appointment of a person or persons who shall hold office until the next Ordinary General Meeting after his or their appointment.

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

139. 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.

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 in fixed deposit in any bank or banks, and may from time to time deal with and vary such investment and apply such reserve fund or such portion thereof as they think fit, to meet contingencies or for special dividends or for equalizing dividends, or for working the business of the Company, or for repairing, or maintaining, or extending the building or 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 any one or more of such ways, and the Director 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.

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

ARBITRATION.

156. 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.

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

PROVISION RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

ALICE ELIZABETH KOTELAWALA.

J. L. KOTELAWALA.

FREDA COREA.

C. V. S. COREA.

JUSTIN KOTELAWALA, by his attorney
J. L. KOTELAWALA.

H. RODRIGO.

P. A. GOMES.

Witness to the above signatures' at Colombo, this Twenty-fifth day of January, 1928:

FRED DE SARAJ,
Proctor, Supreme Court.

The Castlereagh Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Ordinary General Meeting of this Company will be held at the registered office of the Company, Prince building, Fort, Colombo on Friday, March 9, 1928, at 11 A.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 and an Auditor.
- To transact such other business that may be properly brought forward.

The Transfer Books of the Company will be closed from February 25 to March 9, 1928, both days inclusive.

By order of the Directors,
THE EASTERN PRODUCE AND
ESTATES CO., LTD.,
Colombo, February 18, 1928. Agents and Secretaries.

The L. L. P. Estates, Limited.

NOTICE is hereby given that the Eighth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Monday, March 5, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts to December 31, 1927.
2. To elect a Director.
3. To appoint Auditors for 1928.
4. To transact such other business as may properly be before the Meeting.

The Share Transfer Books of the Company will be closed from February 25 to March 8, 1928, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Colombo, February 21, 1928. Agents and Secretaries.

The Ribu Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of The Parkside (Neilgherry Hills) Estate Co., Ltd., will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on March 5, 1928, at 3 o'clock in the afternoon, when the subjoined resolution will be proposed:—

"That the Directors be and they are hereby authorized to sell all that piece or parcel of land or estate known as Echo Rock estate, situate in the village of Hutikal in the District of Nilgiris, forming part of revenue survey number 225 and comprising in extent forty-four decimal six five acres or thereabouts, the remainder of the land comprised in the said survey number, namely, one decimal three five acres or thereabouts which is planted in tea being excluded from the sale, together with all buildings, crops, and plantations thereon for the sum of Eight thousand Rupees, and for the purpose of completing such sale the Directors be and they are hereby authorized to enter into and execute all necessary agreements, conveyances, powers of attorney, and other documents."

Should the above resolution be passed by the requisite majority, it will be submitted for confirmation as a special resolution to a further Extraordinary General Meeting, and such meeting will be held on March 20, 1928, at the same time and place, for the purpose of considering, and, if thought fit, confirming such resolution as a special resolution accordingly.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Colombo, February 21, 1928. Agents and Secretaries.

Martin Coconut Estates of Chilaw, Limited.

NOTICE is hereby given that the Fifteenth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Friday, March 9, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a final dividend.
3. To elect a Director.
4. To appoint Auditors for 1928.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 25 to March 12, 1928, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Colombo, February 21, 1928. Agents and Secretaries.

The Langat River (Selangor) Rubber Company, Limited.

NOTICE is hereby given that the Twenty-second Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince 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 final dividend.
3. To elect a Director.
4. To appoint Auditors for 1928.
5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from February 25 to March 11, 1928, both days inclusive.

By order of the Directors,
LEWIS BROWN & Co., LTD.,
Colombo, February 21, 1928. Agents and Secretaries.

The Walagama Rubber Company, Limited.

NOTICE is hereby given that the Eighteenth 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 Friday, March 9, 1928, at 3 P.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.

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 2 to 9, 1928, both days inclusive.

By order of the Directors,
HENDERSON & Co.,
Colombo, February 24, 1928. Agents and Secretaries.

The Panzil Estates Company, Limited.

NOTICE is hereby given that the Fourth 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 Friday, March 9, 1928, at 3.30 p.m.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To elect a Director.
3. 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 2 to 9, 1928, both days inclusive.

By order of the Directors,
HENDERSON & Co.,
Colombo, February 24, 1928. Agents and Secretaries.

The Hahina Tea and Rubber Company, Limited.

NOTICE is hereby given that the Third Annual General Meeting of the Shareholders of the Company will be held at 11 a.m. on Monday, March 5, 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 elect a Director.
 3. To appoint Auditors.
- And transact any other business that may be duly brought before the Meeting.

By order of the Directors,
CARSON & Co., LTD.,
Colombo, February 22, 1928. Agents and Secretaries.

The Hunuwella (Pelmadulla) Rubber Company, Limited.

NOTICE is hereby given that the Eighteenth Annual General Meeting of the Shareholders of the Company will be held at 11.0 A.M. on Monday, March 5, 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 27 to March 5, 1928, both days inclusive.

By order of the Directors,
CARSON & Co., LTD.,
Colombo, February 22, 1928. Agents and Secretaries.

The Watapota Rubber and Tea Estates, Limited.

NOTICE is hereby given that the Eighth Annual General Meeting of the Shareholders of the Company will be held at 12 noon on Monday, March 5, 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 elect a Director.
 3. To appoint Auditors.
- And transact any other business that may be duly brought before the Meeting.

By order of the Directors,
CARSON & Co., LTD.,
Colombo, February 22, 1928. Agents and Secretaries.

The Baramulla Tea and Rubber Estates, Limited.

NOTICE is hereby given that the Second Annual General Meeting of the Shareholders of the Company will be held at 12.30 p.m. on Monday, March 5, 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 elect a Director.
 3. To appoint Auditors.
- And transact any other business that may be duly brought before the Meeting.

By order of the Directors,
CARSON & Co., LTD.,
Colombo, February 22, 1928. Agents and Secretaries.

The Gona Adika Tea and Rubber Estates, Limited.

NOTICE is hereby given that the Sixth Annual General Meeting of the Shareholders of the Company will be held at 12 noon on Tuesday, March 6, 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 consider the following resolution:—

"That the Company be wound up voluntarily."

Should the above resolution be passed, a confirmatory meeting will be held at a date to be notified later.

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 6, 1928, both days inclusive.

By order of the Directors,
CARSON & Co., LTD.,
Colombo, February 22, 1928. Agents and Secretaries.

The Bopitiya Tea Estate, Limited.

NOTICE is hereby given that the Fifth Annual General Meeting of the Shareholders of the Company will be held at 11.30 a.m. on Friday, March 9, 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 March 2 to 9, 1928, both days inclusive.

By order of the Directors,
CARSON & Co., LTD.,
Colombo, February 22, 1928. Agents and Secretaries.

The Marigold Tea Estates, Limited. 19/2/28

NOTICE is hereby given that the Sixth Annual General Meeting of the Shareholders of the Company will be held at 12 noon on Friday, March 9, 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 March 2 to 9, 1928, both days inclusive.

By order of the Directors,

Colombo, February 22, 1928. CARSON & CO., LTD.,
Agents and Secretaries.

The Robgill Tea Company, Limited. 19/2/28

NOTICE is hereby given that the Eighth Annual General Meeting of the Shareholders of the Company will be held at 12.30 P.M. on Friday, March 9, 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 March 2 to 9, 1928, both days inclusive.

By order of the Directors,

Colombo, February 22, 1928. CARSON & CO., LTD.,
Agents and Secretaries.

The Uva Highlands Tea Company, Limited.

NOTICE is hereby given that the Sixth 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 9, 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 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 March 2 to 9, 1928, both days inclusive.

By order of the Directors,

Colombo, February 24, 1928. MACKWOODS, LTD.,
Agents and Secretaries.

The Gallebodde Estates Company of Ceylon, Limited.

NOTICE is hereby given the Fifth 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 9, 1928, at 11.45 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. 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 March 2 to 9, 1928, both days inclusive.

By order of the Directors,

Colombo, February 24, 1928. MACKWOODS, LTD.,
Agents and Secretaries.

The Westward Ho Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Sixteenth Annual Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, the National Mutual building, 54, Chatham street, Fort, Colombo, on Monday, March 12, 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 12, 1928, inclusive.

By order of the Directors,

Colombo, February 17, 1928. LEECHMAN & Co.,
Agents and Secretaries.

Kaloogala (Uva) Estates, Limited. 18/2/28

NOTICE is hereby given that an Extraordinary General Meeting of the above-mentioned Company will be held at the National Mutual buildings, Chatham street, Fort, Colombo, the registered office of the Company on Saturday, March 3, 1928, at 11.30 o'clock in the forenoon, for the purpose of considering and, if thought fit, passing the following resolution:

"That the Directors be authorized to create and issue debentures, providing for the payment of principal sums not exceeding Rs. 150,000 with interest at the rate of 7 per cent. per annum. Such debentures to be in such form and be secured in such manner, and issued to such persons and on such terms as the Directors think expedient."

By order of the Board,

Colombo, February 16, 1928. BOSANQUET & Co., LTD.,
Agents and Secretaries.

The Kiriella Estate Company, Limited. 19/2/28

NOTICE is hereby given that the Tenth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, the National Mutual building, Chatham street, Fort, Colombo, on Friday, March 2, 1928, at 11.30 A.M.

Business.

1. To receive the Directors' report 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 for such other business as may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 22 to March 2, 1928, both days inclusive.)

By order of the Directors,

Colombo, February 22, 1928. SKIRNE & Co.,
Agents and Secretaries.

The Blackwater Estate (Klang) Rubber Company, Limited.

NOTICE is hereby given that the Twenty-third Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, the National Mutual Building, Chatham street, Fort, Colombo, on Thursday, March 8, 1928, at 11.30 A.M.

Business.

1. To receive the Directors' report 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 for such other business as may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 25 to March 8, 1928, both days inclusive).

By order of the Directors,

SKRINE & Co.,
Colombo, February 22, 1928. Agents and Secretaries.

The Hunigalla Tea and Rubber Company, Limited.

NOTICE is hereby given that the Sixteenth Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, the National Mutual Building, Chatham street, Fort, Colombo, on Thursday, March 8, 1928, at 11.45 A.M.

Business.

1. To receive the Directors' report 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 for such other business as may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from February 25 to March 8, 1928, both days inclusive).

By order of the Directors,

SKRINE & Co.,
Colombo, February 22, 1928. Agents and Secretaries.

The Golinda Tea and Rubber Company, Limited.

NOTICE is hereby given that the Fifteenth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Friday, March 9, 1928, at 11 A.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from March 2 to 9, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Colombo, February 24, 1928. Agents and Secretaries.

The Cullen Estates, Limited.

NOTICE is hereby given that the Tenth Ordinary General Meeting of Shareholders of this Company will be held at the office of the Colombo Commercial Co., Ltd., Slave Island, Colombo, on Tuesday, March 6, 1928, at 10 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 22, 1928. Agents and Secretaries.

Newburgh Estates, Limited.

NOTICE is hereby given that the Fifth Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, 14, Prince street, Fort, Colombo, on Saturday, March 3, 1928, at 11 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 the 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 March 1 to 3, 1928, both days inclusive.)

By order of the Directors,

HARRISONS & CROSFIELD, LTD.,
Colombo, February 16, 1928. Agents and Secretaries.

Coren Estates, Limited.

NOTICE is hereby given that the Eighth Annual Ordinary General Meeting of the Shareholders of this Company will be held within the registered office of the Company, 14, Prince street, Fort, Colombo, on Monday, March 12, 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 the 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 March 5 to 12, 1928, both days inclusive.)

By order of the Directors,

HARRISONS AND CROSFIELD, LTD.,
Colombo, February 10, 1928. Agents and Secretaries.

Arratenne (Ceylon) Tea and Rubber Estates, Limited.

NOTICE is hereby given that the Twelfth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Saturday, March 3, 1928, at 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 an Auditor.

5. To transact any other competent business.

By order of the Directors,

GORDON FRAZER & Co., LTD.,
Colombo, February 24, 1928. Agents and Secretaries.

The Periyar Rubber Company, Limited.

NOTICE is hereby given that the Twenty-third Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Saturday, March 3, 1928, at 11 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 26 to March 3, 1928, both days inclusive.)

By order of the Directors,

CUMBERBATCH & Co.,
Colombo, February 22, 1928. Agents and Secretaries.

The Forest Hill Tea Company, Limited.

NOTICE is hereby given that the Fifth Ordinary General Meeting of the Shareholders of this Company will be held at Ambewatte House, Slave Island, Colombo, on Tuesday, March 6, 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.

(The Transfer Books of the Company will be closed from February 28 to March 6, 1928, both days inclusive.)

By order of the Directors,

CUMBERBATCH & Co.,
Colombo, February 22, 1928. Agents and Secretaries.

The Allagalla Tea and Rubber Company, Limited.

NOTICE is hereby given that the Third Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Friday, March 9, 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 year.
- (5) To transact any other business that may be properly brought before the Meeting.

(The Transfer Books of the Company will be closed from March 3 to 9, 1928, both days inclusive.)

By order of the Directors,

CUMBERBATCH & Co.,
Colombo, February 22, 1928. Agents and Secretaries.

The Etambawela Rubber Company, Limited.

NOTICE is hereby given that the Twelfth Ordinary General Meeting of the Shareholders of this Company will be held at Ambewatte House, Slave Island, Colombo, on Saturday, March 10, 1928, at 11.30 A.M.

Business.

- (1) To receive the report of the Directors and the accounts to December 31, 1927.
- (2) To elect a Director.
- (3) To appoint Auditors for the current year.

(4) To transact any other business that may be properly brought before the Meeting.

(The Transfer Books of the Company will be closed from March 4 to 10, 1928, both days inclusive.)

By order of the Directors,

CUMBERBATCH & Co.,
Colombo, February 22, 1928. Agents and Secretaries.

The Nahavilla Estates Company, Limited.

NOTICE is hereby given that the Thirty-third Annual General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Saturday, March 3, 1928, at 12 noon.

Business.

1. To receive the Directors' report 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 24 to March 4, 1928, both days inclusive.

By order of the Directors,

GEORGE STEUART & Co.,
Colombo, February 23, 1928. Agents and Secretaries.

The Nahavilla Estates Company, 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, 1928, at 12.10 o'clock in the afternoon for the purpose of considering and, if thought fit, passing the following resolutions:—

Resolutions.

1. That the nominal capital of the Company be increased from Rs. 1,500,000 divided into 11,500 ordinary shares of Rs. 100 each, 1,500 "A" 6 per cent. cumulative preference shares of Rs. 100 each and 2,000 "B" 7 per cent. cumulative preference shares of Rs. 100 each to Rs. 2,500,000 by the creation of 10,000 new ordinary shares of Rs. 100 each.
2. That the Articles of Association of the Company be amended by deleting therefrom the existing Articles numbered 77 to 81 (inclusive) and inserting in lieu thereof the following Articles, such new Articles to be numbered as below:—

77. (a) 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.

77. (b) The Company in General Meeting may declare a dividend or bonus 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 or bonus on such shares a proportionate part of the dividends or bonus for such financial year calculated on the proportionate part of the year from the date on which such shares were allotted, treating such dividends or bonus as earned rateably over the whole year. No dividend or bonus shall be payable out of the capital of the Company, and the declaration of the Board as to the amount available for dividend or bonus shall be

conclusive. No dividend or bonus shall exceed the amount recommended from time to time by the Board, but the Company in General Meeting may declare a smaller dividend or bonus.

77. (c) Any General Meeting may direct payment of any dividend or bonus declared at such meeting, or of any interim dividends or bonus 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 or bonus as may seem expedient to the Board.

78. 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.

79. (a) 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, 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.

79. (b) 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.

79. (c) 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 Shareholders or amongst the members of any class of Shareholders in accordance with their rights and 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 aforesaid, in part) any unissued shares or debentures or other obligations of the Company on behalf of the Shareholders aforesaid, and appropriate

such shares of 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 aforesaid 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 shares held by the Shareholders aforesaid 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.

80. (a) 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.

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

80. (c) Unless otherwise directed any dividend or bonus 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 in 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.

81. (a) Notice of all dividends or bonus to become payable shall be given to each Shareholder entitled thereto; and all dividends or bonus unclaimed by any Shareholder, for three years after notice thereof is given, may be forfeited by a resolution of the Board of Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund. For the purposes of this Article any cheques or warrants which may be issued for dividends or bonus, and may not be presented at the Company's bankers for payment within 3 years, shall rank as unclaimed dividends or bonus.

81. (b) 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.

81. (c) 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.

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as special resolutions to a further Extraordinary General Meeting which will be subsequently convened for the purpose.

By order of the Board,

GEORGE STEUART & Co.,
Colombo, February 23, 1928. Agents and Secretaries.

The Nipitiya Tea and Rubber Company, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Thursday, March 8, 1928, at 11 A.M.

Business.

1. To receive the Directors' report and statement of accounts for the year ended December 31, 1927.

2. To elect a Director.
3. To appoint an Auditor.
4. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from February 29 to March 9, 1928, both days inclusive.

By order of the Directors,
GEORGE STEUART & Co.,
Colombo, February 23, 1928. Agents and Secretaries.

The Knivesmire Estates Company, Limited.

NOTICE is hereby given that the Thirty-second Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Thursday, March 8, 1928, at 11.15 A.M.

Business.

1. To receive the Directors' report 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 29 to March 9, 1928, both days inclusive.

By order of the Directors,
GEORGE STEUART & Co.,
Colombo, February 23, 1928. Agents and Secretaries.

The Ratmalawinna (Balangoda) Estates Company, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Friday, March 9, 1928, at 11.30 A.M.

Business.

1. To receive the Directors' report and statement of accounts for the year ended December 31, 1927.
2. To elect a Director.
3. To appoint an Auditor.
4. To transact any other competent business that may be brought before the Meeting.

The Transfer Books of the Company will be closed from March 1 to 10, 1928, both days inclusive.

By order of the Directors,
GEORGE STEUART & Co.,
Colombo, February 23, 1928. Agents and Secretaries.

The Ceylon Provincial Estates Company, Limited.

NOTICE is hereby given that the Thirty-third Ordinary General Meeting of Shareholders will be held at the registered office of the Company, 45, Queen street, Colombo, on Friday, March 9, 1928, at 12 noon.

Business.

1. To receive the Directors' report 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 March 1 to 10, 1928, both days inclusive.

By order of the Directors,
GEORGE STEUART & Co.,
Colombo, February 23, 1928. Agents and Secretaries.

The Ceylon Provincial Estates Company, 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 Friday, March 9, 1928, at 12.10 o'clock in the afternoon, for the purpose of considering and, if thought fit, passing the following resolutions:—

1. That each of the existing 10,000 shares of Rs. 100 each in the Company's capital be subdivided into 10 shares of Rs. 10 each, and that the shares resulting from the division of such existing shares representing those now numbered 2001 to 12000 be re-numbered 12001 to 112000.

2. That the Articles of Association of the Company be altered as follows:—

(a) By deleting the existing Article 76 and substituting in lieu thereof the following Article, namely—

76. *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 all shares held by him up to 10 shares; he shall have an additional vote for every ten shares held by him beyond the first ten shares up to 100 shares; he shall have an additional vote for every 100 shares held by him beyond the first 100 shares. When voting on a resolution involving the winding up of the Company every Shareholder shall have one vote for every share held by him.

(b) By deleting the existing Article 127 and substituting in lieu thereof the following Article, namely—

127. *Declaration of Dividend.*—The Company in General Meeting may declare a dividend or bonus 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 or bonus on such shares a proportionate part of the dividends or bonus for such financial year calculated on the proportionate part of the year from the date on which such shares were allotted, treating such dividends or bonus as earned rateably over the whole year. No dividend or bonus shall be payable out of the capital of the Company and the declaration of the Board as to the amount available for dividend or bonus shall be conclusive. No dividend or bonus shall exceed the amount recommended from time to time by the Board, but the Company in General Meeting may declare a smaller dividend or bonus.

(c) By deleting the existing Article 127 (a) and substituting in lieu thereof the following Article, namely—

127. (a) *Payment of Dividends in Specie.*—Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonus 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 or bonus as may seem expedient to the Board.

(d) By inserting after Article 130 the following Article, namely—

130. (a) *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 Shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend 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 Shareholders, in part) any unissued shares or debentures or other obligations of the Company on behalf of the Shareholders 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.

Should the above resolutions be passed by the requisite majority, they will be submitted for confirmation as special resolutions to a further Extraordinary General Meeting which will be subsequently convened for the purpose.

By order of the Board,
 GEORGE STEUART & Co.,
 Colombo, February 23, 1928. Agents and Secretaries.

The Farnham Estate Company, Limited.

NOTICE is hereby given that the Eighth Annual General Meeting of Shareholders of the Company will be held at the registered office of the Company, Lloyds building, Princes street, Colombo, on Friday, March 16, 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.
5. To transact any other business that may be duly brought before the Meeting.

By order of the Directors,
 CLARK, YOUNG & Co.,
 Agents and Secretaries.

SRI LANKADHARA SOCIETY, LIMITED.

Statement of Income and Expenditure from January 1 to December 31, 1927.

<i>Income.</i>	Rs.	c.	Rs.	c.	<i>Expenditure.</i>	Rs.	c.
To Balance			8,372	84	House expenses, provision, &c	3,036	62
Subscriptions paid for 1926	302	50			Building account	9,674	25
Subscriptions paid for 1927	7,185	32			Postage	68	96
			7,487	82	Clothing account	98	60
Donations			345	50	Medicine account	71	1
Collections on account shrine			555	51	Plucking nuts	5	43
Maintenance paid for 1926	44	0			Hardware and crockery	60	61
Maintenance paid for 1927	1,153	75			Books and stationery	32	6
			1,197	75	Collectors' commission	550	71
Boarding fees recovered from teachers			260	0	Teacher's salaries	571	50
Garden produce			56	28	Auditing fees	50	0
Sundry sales			22	75	Taxes account	102	50
Sale of lace			20	53	Weaving school account for yarns and looms	118	40
Government grant			825	0	Weaving school account for teachers' salaries	210	0
Bank interest			76	64	Printing	64	50
					Needleworks	19	55
					Furniture account	124	27
					Lace account	25	23
					Miscellaneous account	132	3
					Balance at bank	4,002	73
					Cash in hand	176	28
					Petty cash	5	38
			19,220	62			4,184 39
							19,220 62

Balance Sheet, January 1 to December 31, 1927.

<i>Liabilities.</i>	Rs.	c.	<i>Assets.</i>	Rs.	c.
Nil			By Land		14,000
			Building for 1926	35,924	10
			Do. 1927	9,674	25
					45,598 35
			Hardware and crockery, 1926	254	19
			Do. 1927	60	61
					314 80
			Furniture for 1926	691	53
			Do. 1927	124	27
					815 80
			Cash in hand		181 66
			Balance at bank		4,002 78
					64,913 34
					64,913 34

I have duly audited the accounts of Sri Lankadhara Society, Limited, and I certify that the above balance sheet has been drawn to the best of my belief to exhibit a correct and true statement of the affairs of the above Society.

CATHERINE DE SILVA,
 Honorary Treasurer.

C. S. PERERA,
 NORA JAYAWARDENE,
 Honorary Secretaries.

T. EBERT FERNANDO,
 Public Auditor.

Auction Sale under Mortgage Decree.

Six-Acre Land at Dompe. 15/2/28

UNDER decree in D. C., Colombo, 24,225, entered against the defendant, Helwala Aratchige Don Dionis Appuhamy, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction at the spot at 2.30 P.M. on Tuesday, March 20, 1928: All that eastern portion of the land called Medalanda, situated at Dompe in Gampahoda pattu of the Siyane korale; in extent about 6 acres.

Further particulars from Messrs. P. D. A. Mack & Sons, Proctors and Notaries, Colombo, or—

C. E. KARUNARATNA, Auctioneer.
5, Hulftsdorp, February 22, 1928.
Phone: 1627.

Auction Sale under Mortgage Decree, D. C., Colombo No. 26,892. 2/2/28

PREMISES bearing assessment No. 63 (1-12) and 65 and 67, formerly No. 512/16 (1-3), situated at Union place, Slave Island, Colombo; extent 1 rood and 11 13/100 perches, yielding good rental, will be sold by public auction on Saturday, March 17, 1928, at 5 P.M. at the spot, under commission in the above case.

For further particulars please apply to George R. Mortha, Esq., Proctor and Notary, or to—

B. D. AMIT, Auctioneer and Broker.
86, Dam street, Colombo.

Auction Sale. 14/2/28

House Property at College street, Kotahena.

UPON commission in D. C., Colombo, No. 23,195, for the recovery of the amount of the primary mortgage decree, I shall sell by public auction on Friday, March 16, 1928, at 5 P.M., at the spot:—

An undivided 17/24 share of all that allotment of land marked A in plan with buildings thereon, being the divided front half part of premises No. 30 College street, Colombo, in extent 9 34/100 perches.

For further particulars please apply to Mr. B. O. Pullenayagum, Proctor and Notary, Colombo, or to me—

H. J. F. RODRIGO, Auctioneer and Broker.
6, Hulftsdorp street, Colombo, February 24, 1928.

Auction Sale. 31/3/28

In the District Court of Colombo.

UNDER decree entered and by virtue of commission issued to me in case No. 24,179, D. C., Colombo, I shall sell on Saturday, March 17, 1928, commencing at 2 P.M., at the respective spots, the following lands to wit:— (1) undivided 1/4 of Kirigahalanda at Waturagama, in Meda pattu, Siyane korale, extent 12 acres 1 rood 17 perches; (2) undivided 1/12 share towards north-west, with the house thereon of the land called Welhena at Waturagama, extent 17 acres 1 rood 33 perches; (3) undivided 1/5 of Devtakumbura at Waturagama, about 8 bushels paddy sowing; (4) undivided 1/4 of Kirigahalanda at Waturagama, extent 12 acres 1 rood 17 perches; (5) undivided 1/4 of Kahatagahawatta or Kandewatta at Waturagama, extent about 3 acres; (6) undivided 18,149/50,400 of Kandewatta at Waturagama, extent about 2 acres; and (7) undivided 3/20 of Halgahakumbura at Waturagama, about 4 beras of paddy sowing.

C. P. AMERASINGHE, Auctioneer.
119, Hulftsdorp.

Auction Sale. 11/2/28

In the District Court of Colombo.

UNDER decree entered and by virtue of commission issued to me in case No. 24,182 D. C., Colombo, I shall sell on Tuesday, March 20, 1928, at 5 P.M. at the spot, all those undivided 15/50 parts of the field called Katuwandeniya and of all the trees and plantations thereon, situated at Niyandagalla, in Palle pattu of Kalpiti korale; in extent 14 acres and 6 85/100 perches.

C. P. AMERASINGHE, Auctioneer.
119, Hulftsdorp.

Auction Sale. 23/2/28

D. C., Colombo, Case No. 3,348, Testamentary.

UNDER and by virtue of the instructions issued to me in the above case, I shall sell by public auction at the spot on Saturday, March 17, 1928, at 4 P.M., the following property:—An undivided half part or share of an allotment of land called Jambughahawatta, with the buildings thereon bearing assessment No. 110, presently bearing assessment Nos. 9, 11, and 7, situated at Temple road, in the Maradana Ward, within the Municipality and in the District of Colombo, Western Province; bounded on the north-east by land belonging to Mr. Charles Perera, Proctor; on the south-east by Temple road, on the south-west by a portion of the same land belonging to Aysha Natchia and Ismail Lebbe Slema Lebbe, and on the north-west by land belonging to Abdul Assen Ismail Lebbe; containing in extent 6 perches as per survey dated November 20, 1906 made by C. H. E. Lembruggen, Licensed Surveyor.

For further particulars please apply to M. S. Akbar, Esq., Proctor, Supreme Court, and Notary Public, Hulftsdorp, or to me—

E. EDMUND DE SILVA, Auctioneer and Broker.
39, Hulftsdorp, Colombo.

Auction Sale. 23/2/28

In the District Court of Colombo.

H. T. Ramachandra of Colombo Plaintiff.
D. C., No. 24,990. Vs.
A. S. N. Nanapulle Mar kar Magan Segu Mohamadu Marikar and 6 others Defendants.

BY virtue of a commission issued to me in the above case, I shall sell by public auction at the respective spots the under-mentioned premises on March 20, 1928, at 3.30 P.M.:

1. All that house and garden bearing No. 122, Bankshall street in Colombo of the extent of 8 square perches.

On March 20, 1928, at 4.30 P.M.

2. All that house and ground bearing No. 132, at Bankshall street in Colombo, of the extent of 8.64 perches.

On March 20, 1928, at 5.30 P.M.

3. All that land in Foreshore street (now Reclamation road) in Colombo; bounded on the north by reservation, on the east by and described in plan No. 170,626, west by land described in plan No. 170,627, and on the south by land described in plan No. 37,063; containing 2.75 perches.

D. JAMES, Commissioner.
February 21, 1928.

Auction Sale. 14/2/28

BY virtue of the commission issued to me in mortgage action No. 24,414 of the District Court of Colombo, I shall put for sale by public auction on Saturday, March 17, 1928, at 4 P.M., at the spot:—All that undivided one-fourth part or share from and out of all that house and ground

being a part of Baligahawatta, situated at Wolfendahl, now bearing assessment No. 12, Ward No. 1,188, Barber street; in extent 15 7/100 square perches.

For further particulars please apply to P. M. Seneviratne, Esq., Proctor, Supreme Court, and Notary, Colombo, or to me—

1, Ferry street, Colombo,
Tel: 1816.

PETER C. DE COSTA,
Auctioneer and Broker.

Auction Sale.

UNDER mortgage decree in D. C., Colombo, case No. 24,555, I shall sell by public auction on Wednesday, March 21, 1928, at the spot at 5 P.M.—

All that land called Lawulugahawatta, together with the trees and plantations standing thereon, situated at Telengapatha in Wattala; containing in extent 1 rood and 19 perches.

Further particulars from A. T. G. Brito, Esq., Proctor, Supreme Court, Colombo, or—

Phone: 1039. FRANCIS F. KRISHNAPILLAI,
119, Hulftsdorp, Colombo. Auctioneer and Broker.

Auction Sale.

Properties at Marawila Mudukatuwa in the District of Chilaw.

UNDER decree in case No. 1,869, D. C., Negombo, entered in favour of the plaintiff Muna Mena Palampappa Chetty, by his attorney Kana Nana Kana Suna Bana Suppramaniam Chetty of Negombo, against the defendants (1) Livurukara Aratchige Enginapahmy and husband (2) Ponweera Aratchige Charles Appahamy, both of Mudukatuwa, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,543.75, with interest on Rs. 1,500 at 18 per cent. per annum from February 12, 1927, till November 14, 1927, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full, and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 25,967, dated June 12, 1926, and attested by T. H. de Silva, Notary, by public auction at the respective spots on Monday, March 26, 1928, to wit:—

At 4 P.M.

1. An undivided 1/4 share of the land called Ambagahawatta, situate at Marawila Mudukatuwa in Meda palata of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about 3 1/4 acres, with the buildings standing thereon.

At 4.15 P.M.

2. An undivided 1/6 share of the portion of the land called Marawilawatta and of the buildings standing thereon, situate at Marawila Mudukatuwa aforesaid; containing in extent about 63 coconut plants plantable ground. Which land is subject to the life-interest of Wijesinghe Jayalathkodi Arachchige Marthelis Perera.

Further particulars from J. E. de Croos, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,
Negombo, February 20, 1928. Auctioneers.

Auction Sale.

Property at Neligama in the District of Negombo.

UNDER decree in case No. 1,926, D. C., Negombo, entered in favour of the plaintiff P. L. N. S. P. Suppramaniam Chetty of Negombo, against the defendants

(1) Ratnayakamudiyanselage Kiri Banda of Neligama for himself, and, as administrator of the estate of Nissanga Achchikankanamalage Menchohamy of Neligama, deceased, and surety, (2) Ena Nagamani of Kandalama Mirigama, and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell the under-mentioned property mortgaged as primary mortgage by bond No. 22,359, dated November 29, 1923, and attested by T. H. de Silva, Notary, by public auction at the spot at 4 P.M. on Wednesday, March 28, 1928, to wit:—

The land called Bogahawatta, situate at Neligama in Udugaha pattu of Hapitigam korale, in the District of Negombo, Western Province; containing in extent 1 acre 2 roods and 12 perches, with the buildings standing thereon.

Further particulars from Messrs. Ranasinghe & Rahiman, Proctors and Notaries, Negombo, or—

M. P. KURERA & Co.,
Negombo, February 20, 1928. Auctioneers.

Auction Sale.

(1) The land called Akaragala of 6 acres 3 roods and 25 perches in extent and (2) Undivided 7 acres and 3 perches towards the west and south out of Galpithillagawatta of 11 acres 1 rood and 15 perches, both situate at Uduwela in Bandahe korale of Lower Hewaheta, on Friday, March 16, 1928, commencing from 3.30 P.M. at the Akurakada Ambalan Uduwel under mortgage decree, D. C., Kandy, No. 36,524.

For particulars, please apply to me—

K. EDMUND PERERA,
6, Pavilion street, Kandy. Auctioneer and Broker.

Auction Sale of Mortgaged Property.

BY virtue of a commission issued to me in case No. 24,524, D. C., Galle, for the recovery of the sum of Rs. 978.50, with interest thereon at the rate of 9 per cent. per annum from July 13, 1927, till payment in full and costs of suit due from the defendant Ahamado Marcar Aysha Beebi of Katugoda to the plaintiff W. K. Endara Appu Mudalali of Galupadda, I shall sell by public auction on Wednesday, March 14, 1928, commencing at 10 A.M. at the spots, the following property, to wit:—

(1) All that undivided 1/3 part of the 17 coconut trees, 1 jak tree, and arecanut trees planted by Ahamado Lebbe Kunji Bawa and an undivided 1/4 part of the soil and soil share trees of Pandikankanangewatta alias Lunuwilawatta, situated at Galupadda in Galle; containing in extent 1 acre and 1 perch.

(2) All that undivided 1/4 parts of the soil and of the remaining fruit trees, exclusive of the planter's share of the new plantation of Pandikankanangewatta alias Lunuwilawatta-addaraowita, situated at Galupadda aforesaid, containing in extent 1 acre and 8 perches.

February 10, 1928. K. JOHN GABRIEL,
Commissioner.

Auction Sale of Mortgaged Property.

BY virtue of a commission issued to me in case No. 24,508, D. C., Galle, for the recovery of the sum of Rs. 854.70, with interest thereon at the rate of 9 per cent. per annum from July 8, 1927, till payment and costs of suit due from the defendant Malwathettige Arthur Jayatilake of Kaddewatta in Galle to the plaintiff Wernukulahewage Engobris Appu of Galupadda as per decree

entered therein, I shall sell by public auction on Wednesday, March 14, 1928, commencing at 3 P.M. at the spots, the following property, to wit :—

(1) All the soil and trees of the defined lot marked 20G of the land called Balawellalagewatta, with the buildings standing on the said lot situated at Yatagama in Talpe pattu, Galle; containing in extent 3.59 perches.

(2) All those undivided 9/32 parts of the soil and trees of and of the buildings of the defined lot marked No. 4 of the land called Bulatwatta *alias* Lokuwellalagewatta, situated at Yatagama aforesaid; containing in extent 34.25 perches.

(3) All that undivided $\frac{1}{2}$ part of the land called Bakmi-gahawatta *alias* Pattiya, situated at Yatagama aforesaid; containing in extent 29 $\frac{1}{2}$ perches.

February 10, 1928.

K. JOHN GABRIEL,
Commissioner.

Auction Sale.

In the District Court of Chilaw.

Moona Nallaraku Pillai of Udappu Plaintiff.

No. 8,104. Vs.

Sinna Maraikar Meerasa Maraikar of Pulichakulam Defendant.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction at the spot;—

On Saturday, March 24, 1928, at 2 P.M.

The land called and known as Periyatottam which is of the extent of 1 $\frac{1}{2}$ acres, situate at Pulichakulam in Anavulandan pattu, Pitigal korale north; bounded on the north by salt pan, east by the garden of Asanatchiya, south by the garden belonging to Ali Tamby Marikar and

others, and on the west by the garden belonging to Kadarsa Marikar, together with everything appertaining thereto.

Further particulars from F. T. Proctor, Esq., Proctor, Supreme Court, and Notary Public, or—

February 21, 1928.

S. P. ABEYAKOON,
Auctioneers.

Application for Enrolment as an Advocate.

SIX weeks hence, I, the undersigned, Ariyadasa Wickremesinghe will apply to the Hon. the Chief Justice and the other Hon. Justices of the Supreme Court of the Island of Ceylon to be enrolled and admitted as an Advocate.

“Leelalaya,” ARIYADASA WICKREMESINGHE.

De Fonseka road,
Bambalapitiya, February 22, 1928.

Application for Enrolment as a Proctor.

I, CARTIAS ARIYA NAYAGAM of King street, Matale, Proctor, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Supreme Court of the Island of Ceylon to be enrolled a Proctor of the said Court.

Matale, February 16, 1928.

C. ARIYA NAYAGAM.

Revocation of Power of Attorney.

I, DON DANIEL ATHULATHMUDALI of Warakagoda, do hereby give notice that I have this day revoked the power of attorney dated August 15, 1927 granted by me to M. D. C. S. Gunatilleke of Gonadawa

January 24, 1928.

D. D. ATHULATHMUDALI.

APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.

We hereby give notice that we have on February 15, 1928, applied to the Hon. the Government Agent, Western Province, for licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928, in compliance with Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: James P. Fernando & Co., Patmore Stores, Wellawatta.

Description of licence or licences applied for: Licence to import and sell foreign liquor.

State whether application for renewal of existing licence or licences or for a new one: New licence.

Situation of premises to be licensed: 1744/B22, Bloemendahl road, Colombo.

JAMES P. FERNANDO & Co.
Colombo, February 14, 1928.

We hereby give notice that we have this day applied to the Government Agent, Central Province, for the licences shown in the schedule hereunder in terms of Excise Notification No. 75 of June 15, 1918:—

Schedule referred to.

Name and address of applicant: Miller & Co., Ltd., 11/13, York street, Colombo.

Description of licences applied for: (a) Retail licence for the sale of foreign liquor not to be consumed on the premises. (b) For the sale of rectified spirits.

State whether application is for renewal of existing licence or for a new licence: New licence.

Situation of premises to be licensed: Dikoya.

MILLER & Co., Ltd.
Colombo, February 15, 1928.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Registration of a 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 Kandyans or of Muhammadans, I, Chinnappah 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.
457	February 14, 1928.	St. Peter's Church	Lunugala, Yatikinda division, Badulla District	Rev. R. D. T. Lowe, Minister	Church of England

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

C. COOMARASWAMY,
Registrar-General.

EDUCATION DISTRICT COMMITTEE, GALLE MUNICIPALITY.

Revenue and Expenditure for 1927.

REVENUE.		EXPENDITURE.	
	Rs. c.		Rs. c.
Balance on January 1, 1927	4,331 23	By salaries	1,009 50
Bank interest	39 30	Stationery	141 52
Do.	32 37	Office rent	228 0
Miscellaneous	12 1	Miscellaneous	130 90
		Balance	2,904 99
Total	4,414 91	Total	4,414 91

D. W. SUBASINGHE,
Chairman.

Reclassification of Schools.

NOTICE is hereby given that an application has been received from Rev. Fr. J. B. Meary, General Manager, Roman Catholic Schools, for reclassification of his Ng/Palagaturai Tamil Boys' and Ng/Palagaturai Tamil Girls' School as a mixed school.

Observations will be received not later than March 17, 1928.

Education Office, L. MACRAE,
Colombo, February 16, 1928. Director of Education.

Ellamulle Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of his estate school which is situated in Maturata district of the Central Province.

Observations will be received not later than March 24, 1928.

Education Office, L. MACRAE,
Colombo, February 24, 1928. Director of Education.

Pita Ratmalie Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of his estate school which is situated in Haputale district of the Province of Uva.

Observations will be received not later than March 24, 1928.

Education Office, L. MACRAE,
Colombo, February 24, 1928. Director of Education.

Lansdowne Estate School.

NOTICE is hereby given that the above school situated in the Ratnapura District of the Province of Sabaragamuwa, under the management of the Superintendent, has been registered as a grant-in-aid school with effect from January, 1927.

Education Office, L. MACRAE,
Colombo, February 24, 1928. Director of Education.

Devonford Estate School.

NOTICE is hereby given that an application has been received from the Superintendent for grant in aid of his estate school which is situated in Dikoya district of the Central Province.

Observations will be received not later than March 24, 1928.

Education Office, L. MACRAE,
Colombo, February 24, 1928. Director of Education.

Jaffna Muslim Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. S. M. Abnobucker for grant in aid of the above school which is situated at Moor street, Vannarponne, Jaffna District of the Northern Province.

Observations will be received not later than March 24, 1928.

Education Office, L. MACRAE,
Colombo, February 24, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Rev. A. T. Humphrey has been appointed Manager of the schools mentioned below :—

Schools referred to.

Katukurunda Mixed Anglo-Vernacular.
Kitulampitiya Girls'.
Mahamodera Mixed.
Havelock place (recognized) Tamil school.

Education Office, L. MACRAE,
Colombo, February 9, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Dr. C. A. Hewavitarne has been appointed Manager of the school mentioned below, in place of Mr. S. J. B. Dharmakirti :—

School referred to.

MT/Harasgama Buddhist Vernacular Mixed School.

Education Office, L. MACRAE,
Colombo, February 13, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Mr. K. Kasipillai, Proctor and Notary, Chavakacheheri, has been appointed Manager of schools mentioned below :

School referred to.

Amirthambikai Saiva Mixed Vernacular School, Nunavil East.

Education Office, L. MACRAE,
Colombo, February 20, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Rev. C. E. P. Wijayasinghe has been appointed Manager of the schools mentioned below, in place of Rev. A. E. Restarick :—

Schools referred to.

G/Maha Ambalangoda Vernacular School.
G/Watugedera Vernacular School.

Education Office, L. MACRAE,
Colombo, February 20, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that the Rev. L. O. Toussaint has been appointed Manager of the schools mentioned below, in place of the Rev. N. G. Nathiniel :—

Schools referred to.

- (1) St. Paul's Girls' English School, Campbell Park.
- (2) Hulftsdorp Ragged Girls' English School.

Education Office, L. MACRAE,
Colombo, February 18, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Mrs. W. A. de Silva (Catherine de Silva) has been appointed Manager of the school mentioned below, in place of Mrs. Nora Jayawardane :—

School referred to.

Girls' Orphanage, Pamankada road, Wellawatta.

Education Office, L. MACRAE,
Colombo, February 16, 1928. Director of Education.

The Farm School, Peradeniya.

THE next two years' course of instruction (May, 1928, to March, 1930) will commence on May 8.

Applications on the prescribed forms should be submitted to the Vice-Principal, Farm School, Peradeniya, not later than March 19, 1928, when a selection of candidates will be made.

Copies of the prospectus and the entry form may be obtained upon application to the Head Master, Farm School, Peradeniya.

F. A. STOCKDALE,
Director of Agriculture.

Peradeniya, February 8, 1928.

Ceylon University College.*Academic Year 1928-29.*

THE following dates have been fixed for the College terms in 1928-29 :—

First term—Tuesday, July 17 to Friday, September 21, 1928.

Second term—Tuesday, October 16, to Saturday, December 15, 1928.

Third term—Tuesday, January 8, to Thursday, March 28, 1929.

February 16, 1928.

R. MARRS,
Principal.

Election of a Member, Ceylon Medical Council.

AN election of a Member of the Ceylon Medical Council will be held shortly under Ordinance No. 24 of 1924, section 3, paragraph 1 (b). The electors are the Lecturers of the Ceylon Medical College. Nomination papers which must be signed by five or more electors, must be delivered to the Returning Officer at the Office of the Registrar, Ceylon Medical College, before 12 noon on Saturday, March 10, 1928, on which day and hour the Returning Officer will attend to receive nominations.

There is no special form for nomination paper.

F. O'B. ELLISON,
Registrar and Treasurer,
Ceylon Medical Council.

Free Licence for the Destruction of a Dangerous Elephant.

NOTICE is hereby given that under section 9 (1) (b) of Ordinance No. 1 of 1909, free licences will be issued to competent persons to destroy a rogue elephant which frequents Nachchikuda and Kandy road between 6th and 10th mileposts :—

Description of the Elephant.

Male (not tusker); height, about 9 feet; circumference of foot, 50 inches.

J. R. WALTERS,
The Kachcheri, Assistant Government Agent.
Trincomalee, February 13, 1928.

Interruption to Traffic on Main Roads, Eastern Province, Kalmunai District.

IT is hereby notified that owing to repairs to Ferry Boat, the Tillay-aar Ferry on the 41st mile of the Akkarai-pattu-Sagamam road will be closed for traffic from March 1 to 9, 1928, both days inclusive.

W. J. THORNHILL,
Public Works Office, for Director of Public Works.
Colombo, February 15, 1928.

Loss of Firearms.**JAFFNA DISTRICT.**

(1) A double-barrelled breach-loading gun licensed under No. B 64546/2828 and bearing No. A 51245 marked on the stock.

Owner: Arumugam Canagasabai of C. G. R., Chavakachcheri.

Remarks: Said to have been lost.

(2) A single-barrelled muzzle-loading gun licensed under No. A 82193/2176 and bearing No. 93 marked on the stock.

Owner: J. P. Nagalingam of Manipay.

Remarks: Said to have been lost.

(3) A single-barrelled muzzle-loading gun licensed under No. B 64846/3128 and bearing No. X 366 marked on the stock.

Owner: Anthony Avuran of Mathagal.

Remarks: Said to have been lost.

C. RASANAYAGAM,

for Government Agent.

The Kachcheri

Jaffna, February 16, 1928.

BADULLA DISTRICT.

Number and description of the gun: A single-barrelled muzzle-loading gun bearing No. 686B on stock.

Number of Licence: 520/Viy.

Name of owner: Mahantewalauwe S. J. M. Appuhamy of Elewela in Bintenna korale of the Badulla District.

Remarks: Gun reported to be lost.

R. MONYPENNY,

for Government Agent.

The Kachcheri,

Badulla, February 17, 1928.

KEGALLA DISTRICT.

1. One single-barrelled muzzle-loading gun, No. 2900, licensed under No. 2900/G & K for 1927, in favour of P. Siyathamy of Palpatte.

Remarks: The gun is reported lost from his watch hut.

2. One revolver, No. 45, licensed under No. 2895/3. K for 1926, in favour of Mr. H. R. de Zoysa, late of Sirisena estate, Yatiyantota.

Remarks: The whereabouts of the licensee cannot be traced. Licence for 1927 was not renewed.

3. One single-barrelled breach-loading gun, No. 1177/A137861, licensed under No. 1111/3. K in favour of L. P. P. V. Senanayake, late of Kapuwella estate.

Remarks: Whereabouts of licensee cannot be traced. Licence for 1927 was not renewed.

4. One single-barrelled muzzle-loading gun, No. 369 licensed under No. 369/G & K, in favour of W. Ukubanda of Kalugalla.

Remarks: The gun is reported lost.

The Kachcheri,

W. E. HOBDAV.

Kegalla, February 18, 1928. Assistant Government Agent

Sale of Sawm Timber, Badulla Depot.

AN auction sale of the under-mentioned scantlings will be held at 3 P.M. on Saturday, March 10, 1928, at the Government Timber and Firewood Depot at Badulla (close to the Railway Station).

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.

3. Twenty-five per cent. of the bid should be deposited immediately on conclusion of the sale, pending the approval of the Conservator of Forests. The balance should be paid within fourteen days of the receipt by the bidder of notification of acceptance of his bid by the Conservator of Forests.

4. No timber shall be removed before payment of the price bid in full, and all timber sold must be removed from the Depot within fourteen days of payment of value in full, and will be at the risk of the purchaser until removed.

5. Agents bidding for others will be required to produce a written authority from the party they are bidding for, and such authority will be retained by the officer conducting the sale.

List of Scantlings.

111 cubic feet of pieces 4 in. by 2 in. of length from 4½ ft. to 16½ ft.

35 cubic feet of pieces, 7 in. by 2 in. of length from 5 ft. to 15½ ft.

67½ cubic feet of pieces, 5 in. by 4 in. of length from 6 ft. to 17½ ft.

3 cubic feet of pieces, 6 in. by 2 in. of length from 6 ft. to 13½ ft.

5 cubic feet of pieces, 5 in. by 2 in. of length from 7 ft. to 13 ft.

3 cubic feet of pieces, 5 in. by 3 in. of length from 8 ft. to 12 ft.

577 square feet of 1 in. planks of length 6 ft., 7 ft., and 8 ft.

115 poles of length 16 ft. and girth 1 ft.

59 scantlings of Na and milla amounting to 44 cubic feet.

6. Further particulars may be had on application to the Divisional Forest Officer, Uva Division, Haputale.

J. D. SARGENT,

Conservator of Forests

Office of the Conservator of Forests.

Kandy, February 20, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 85, situated at Symond's road, Maradana, 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 9, 1928.

CHAS. W. PATE,

The Municipal Office, Municipal Veterinary Surgeon.
Colombo, February 15, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 22, 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 8, 1928.

CHAS. W. PATE,

Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, February 15, 1928.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated December 23, 1927, published in the *Government Gazette* No. 7,623 of January 6, 1928, the premises bearing assessment No. 58, situated at Modera street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from December 24, 1927.

CHAS. W. PATE,

Municipal Veterinary Surgeon.

The Municipal Office,
Colombo, February 16, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 23, situated at Koswatta road, 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 17, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, February 17, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises known as the Old Segregation Camp, Kanatta road, 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 10, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, February 17, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 73, situated at Piachaud's lane, Maradana, 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 15, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, February 17, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 10, situated at Cotta road, 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 16, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, February 18, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Vithanamulla, in Alutkurukorale North of the Negombo 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 lands belonging to M. Arnolis Appu and others, south and east by Yatagama tract of fields, west by lands belonging to N. Thelenis Appu and others.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Chief Headman, Alutkuru Korale North.
February 14, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Embulambe in Wagapanaha Pallesiya pattu of Matala District of the Central 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 Kadurugediya-ela south by Ambawelakanda, east by Trincomalee road, west by Welamitiya-oya.

This declaration shall take effect from the date hereof.

T. B. ELLEPOLA,
Chief Headman.
February 20, 1928.

Hoof-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Epakanda, in Polgahawela palata in Udapola Otota korale east, in Dambadeni hatpattu of the Kurune-

gala District of the North-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 September 9, 1927, is free from hoof-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, W. ABEYAWARDANE,
February 20, 1928. for Government Agent.

Auction Sale of Timber at Batticaloa.

THE under-mentioned timber consisting of good sound logs at the Batticaloa Bar and Maha-oya Depôts and 66th and 68th mileposts, and undersized logs, scantlings, outside slabs, and abandoned timber lying at other places mentioned below, in Eastern Division (South), Batticaloa, will be sold by public auction by the Divisional Forest Officer, Eastern Division (South), Batticaloa, on Friday, March 16, 1928, at 2 P.M., at the Divisional Forest Office, Batticaloa, subject to the following conditions:—

1. The highest bid will be accepted, subject to the approval of the Conservator of Forests. The highest bidder will be declared the purchaser and on being so declared shall sign his name in the Register of Sale in admission of such purchase and deposit the necessary amount.

2. Twenty-five per cent. of the bids to be deposited on conclusion of the sale. The balance should be paid within fourteen days of the intimation of the approval of sale by the Conservator of Forests, when a permit for removal will be issued.

3. The measurements as recorded by the Divisional Forest Officer, Eastern Division (South), must be accepted, but prior to date of auction any intending purchaser is at liberty to inspect the timber, &c., and check the measurements.

4. All timbers sold must be removed within six weeks of the receipt of notification that the bid has been accepted or within such time as the Divisional Forest Officer considers necessary. Any timber not removed by the purchaser within the time specified in the removal permit will revert to the Crown and the purchaser will have no right whatever to the material. The timber will be at the risk of the purchaser until the time of removal at the various places where they are lying.

5. Should the person whose bid has been accepted fail to pay the balance purchase amount within fourteen days of the receipt of notice in writing that his bid has been accepted by the Conservator of Forests or to remove the timber within the time specified in clause 4 above, the lot will be resold at the risk of the original purchaser, who shall be held liable for any deficiency owing to a lower price being realized at the resale, but, on the other hand, if an enhanced price is realized he shall have no claim to the profit which shall accrue thereby to Government.

6. The list of timber can be seen at the Divisional Forest Office, Batticaloa, on any working day between the hours of 9.30 A.M. and 4.30 P.M.

7. Application should be made at the Divisional Forest Office, Batticaloa, for any further information.

Note.—If small purchasers desire any portion or portions of timber to be sold as separate lots, they should give sufficient notice in writing of their intentions to the Divisional Forest Officer who will arrange to put up such timber in lots.

MAHA-OYA RANGE.**Batticaloa Bar Depôt.**

15 satin logs = 405 cubic feet.

42 milla logs = 726 cubic feet.

39 ranai logs = 752 cubic feet.

1 na log = 19 cubic feet.

1 halmilla log = 13 cubic feet.

Batticaloa P. W. D. Yard.

24 rejected ranai bridge planks = 51 cubic feet.

Maha-oya Wayside Depôt and 68th M. P.

5 satin logs = 85 cubic feet.

3 milla logs = 48 cubic feet.

1 halmilla log = 15 cubic feet.

27 ranai logs = 572 cubic feet.

66th M. P. Depôt.

- 11 satin logs = 299 cubic feet.
- 11 ranai logs = 294 cubic feet.
- 7 milla logs = 132 cubic feet.

AKKARAIPATTU RANGE.

Abandoned timber lying in the premises of the P. H. of Kalmunai Division 2:—

- 3 teak posts = 13 cubic feet.

Abandoned timber lying in the premises of the P. H. of Annamalai:—

- 2 milla = 2 cubic feet.
- 1 ranai = 2 cubic feet.
- 6 ranai poles 15 ft. × 6 in.
- 1 kayan = 1 cubic foot.

Abandoned timber lying in the premises of the P. H. of Chavalakuda:—

- 15 satin scantlings = 20 cubic feet.
- 6 ranai scantlings = 6 cubic feet.
- 4 satin logs = 20 cubic feet.

Abandoned timber lying in the premises of the P. H. of Irakamam:—

- 2 ebony logs = 2 cubic feet.

Abandoned timber lying in the house of the P. H. Viramunai:—

- 1 satin log = 5 cubic feet.
- 1 milla log = 7 cubic feet.

DEVILANE RANGE.

Abandoned timber lying in the house of the P. H. of Paniachyadimunnari:—

- 1 milla log = 8 cubic feet.
- 1 suraipunai log = 5 cubic feet.

VAKANERI RANGE.

Mylankarachchy Depôt.

1,040 outside slabs of satin, palu, and ranai.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, February 22, 1928.

Sale of Satinwood.

AN auction sale of the under-mentioned satinwood will be held at the Central Timber Depôt, Kew road, Slave Island, Colombo, on Saturday, March 24, 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 cubic foot, and no advance of less than 25 cents per cubic foot will be accepted.

2. The highest bid will be accepted, subject to the approval or disposal 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 bid to be made at time of sale, if so required.

4. Depôt measurements must be accepted, but previous to date of auction any prospective bidder is at liberty to check the measurements recorded in the notice and to represent any differences promptly.

5. No timber shall be removed before payment of the full price bid, and all timber sold must be removed from the depôt 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. Flowered logs, if not so advertised, shall be excluded from the lots advertised in the list, and shall be put up separately, at the discretion of the Assistant Conservator of Forests, after consulting the wishes of prospective purchasers.

8. Agents bidding for others will be required to produce a written authority from the firm or person 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.

9. Fractions of a cubic foot less than .5 will be ignored, and anything over will be counted as one cubic foot in calculation of value of each log.

10. 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.

Division.	No. of Logs.	Cubic Feet.
Eastern (South)	21	909
Eastern (North)	2	26
Uva	6	258
Central	12	409
Total	41	1,602

LIST OF SATIN LOGS REFERRED TO.

Eastern Division (South).

Div. No.	C. T. No.	D.	Length. Ft.	Girth. in.	Cubic Feet.	Remarks.
202	217	..	19 0	5 9	39	Partly un-sound*
203	220	..	13 9	6 5	35	do.†
231	248	..	23 6	5 10	50	do.*
86	314	..	16 9	5 8	34	Sound*
91	315	..	16 0	6 0	36	do.‡
76	316	..	21 0	5 10	45	do.*
83	317	..	21 9	6 5	56	do.*
199	318	..	21 3	6 0	48	do.*
84	319	..	20 3	6 1	47	do.‡
88	320	..	16 6	6 11	49	do.†
79	321	..	15 3	6 2	36	Partly un-sound*
74	322	..	15 9	6 9	45	Sound*
78	323	..	15 3	7 0	47	do.‡
89	324	..	17 6	6 2	42	Partly un-sound‡
90	325	..	18 0	5 11	39	Sound*
82	326	..	19 9	6 6	52	do.‡
97	327	..	18 0	6 6	48	do.*
66	328	..	16 3	6 1	38	do.*
98	329	..	16 6	6 0	37	do.*
85	330	..	20 9	6 0	47	Partly un-sound*
80	331	..	18 0	5 11	39	Sound*

Uva Division.

S 29	332	..	14 0	7 1	44	Sound†
S 5	333	..	14 9	8 3	63	do.‡
S 7	334	..	16 0	7 8	59	do.*
S 4	335	..	11 9	6 10	34	do.‡
S1/29	336	..	13 6	5 5	25	do.†
S 17	337	..	12 0	6 7	33	do.‡

Central Division.

368	338	..	16 9	5 6	32	Sound
397	339	..	15 3	6 5	39	do.*
387	340	..	17 0	5 2	28	do.*
391	341	..	15 3	8 2	64	do.‡
346	342	..	23 9	4 9	33	do.*
382	343	..	24 0	4 5	29	do.†
400	344	..	16 0	4 11	24	do.†
405	345	..	16 0	5 2	27	do.†
406	346	..	15 9	6 1	36	do.†
393	347	..	18 6	5 2	31	do.‡
355	348	..	20 9	4 11	31	do.*
369	349	..	24 3	4 10	35	do.*

Eastern Division (North).

9	309	..	16 0	4 0	16	Sound†
13	310	..	10 0	3 11	10	do.†
Total	41				1,602	

* Plain. † Flowered. ‡ Streaked.

J. D. SARGENT,
Conservator of Forests

Office of the Conservator of Forests,
Kandy, February 21, 1928.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

List of Auctioneers' Licences issued during January, 1928.			Date.	Number.	Name and Address.
Date.	Number.	Name and Address.	1928.		
1928.			January 5	.. 43	.. Leonard Mallet Mote, 17, Baillie street
January 19	.. 11	.. C. P. Ameresinghe, Joseph Fraser Memorial road, Bambalapitiya	January 5	.. 44	.. D. H. Markar, Rosmead Lodge, Rosmead place
List of Auctioneers' and Brokers' Licences issued during January, 1928.			January 5	.. 45	.. J. R. Niles, Topper Cot, Temple road
1928.			January 5	.. 46	.. C. L. R. Jayamanne, 23, Prince street
January 5	.. 41	.. Norman Blande, Norman Blande & Co., Colombo	January 5	.. 47	.. W. A. Barker, Hong Kong Bank building
January 5	.. 42	.. F. F. Krishnapillai, 119, Hulftsdorp	January 5	.. 48	.. F. W. Treloar, Hong Kong Bank building
January 5	.. 43	.. C. C. B. Lover, Hong Kong Bank buildings, Colombo	January 5	.. 49	.. C. T. W. Dansmaure, Hong Kong Bank building
January 6	.. 44	.. L. A. Wickremasinghe, 34, Baillie street	January 5	.. 50	.. W. T. Waas, Gaffoor buildings, Fort
January 6	.. 45	.. G. C. Welsh, 34, Baillie street	January 5	.. 51	.. J. L. Bandaranaike, 34, Baillie street
January 6	.. 46	.. Walwin Perera, 51, Queen street	January 5	.. 52	.. J. L. Fernandopulle, 19, St. Lucia's street
January 6	.. 47	.. L. A. Muller, 25, Upper Chatham street	January 6	.. 53	.. M. Simon Salgado, Idama, Moratuwa
January 6	.. 48	.. B. E. R. Cooray, 25, Upper Chatham street	January 6	.. 54	.. M. Kandappapillai, 50, Maliban street
January 6	.. 49	.. A. C. Abdul Hameed, 50, Hulftsdorp	January 6	.. 55	.. A. P. Pichandypillai, 50, Maliban street
January 6	.. 50	.. R. M. John, E. John & Co., Colombo	January 6	.. 56	.. M. Meera Saibo, 50, Maliban street
January 6	.. 51	.. L. O. Leefe, E. John & Co., Colombo	January 6	.. 57	.. R. H. Dunuville, Rodney Stores, Rodney street
January 6	.. 52	.. R. J. M. Meaden, E. John & Co., Colombo	January 6	.. 58	.. E. F. Don, E. John & Co., Colombo
January 6	.. 53	.. A. G. G. Hyde, E. John & Co., Colombo	January 6	.. 59	.. H. D. W. de Silva, E. John & Co., Colombo
January 6	.. 54	.. L. C. A. Leefe, E. John & Co., Colombo	January 6	.. 60	.. W. Pedrick, 38, Chatham street
January 6	.. 55	.. D. Hartley, E. John & Co., Colombo	January 7	.. 61	.. G. J. Seneviratne, Annington, St. Mary's road, Bambalapitiya
January 6	.. 56	.. T. Cuming, E. John & Co., Colombo	January 9	.. 62	.. Mervyn de Mel, Laurels, Alfred place
January 6	.. 57	.. E. W. Banyard, E. John & Co., Colombo	January 9	.. 63	.. J. J. de Mel, 19, Upper Chatham street
January 6	.. 58	.. D. T. H. Armitage, E. John & Co., Colombo	January 9	.. 64	.. H. M. Dias, 34, Baillie street
January 6	.. 59	.. H. M. Gunasekera, Marlborough House, Union place	January 9	.. 65	.. K. M. A. Meerasa, 47, 3rd Cross street
January 6	.. 60	.. F. J. Hills, York House, York street	January 10	.. 66	.. B. J. A. R. W. Goonewardene, St. Michaels, Barber street
January 12	.. 61	.. R. G. Koelman, Jensen & Co., Colombo	January 10	.. 67	.. A. E. de Silva, 26, Norris road
January 13	.. 62	.. B. J. P. Singa Rajah, 23, Baillie street	January 10	.. 68	.. Leo Miranda, 171, Grandpass road
January 13	.. 63	.. B. D. Amit, 86, Dam street	January 11	.. 69	.. T. Aboobucker, 100, Bankshall street
January 16	.. 64	.. B. J. S. R. W. Goonewardena, 38, Chatham street	January 12	.. 70	.. H. M. Sadiq Marikar, 21A, Baillie street
January 18	.. 65	.. S. Nagendra, 9, Temple lane	January 13	.. 71	.. G. W. W. Fernando, Gaffoor buildings, Fort
January 19	.. 66	.. H. J. F. Rodrigo, 59, Belmont street	January 18	.. 72	.. O. W. Wickremasinghe, Volkart Bros., Colombo
January 20	.. 67	.. A. Amit, 37, Hulftsdorp	January 23	.. 73	.. S. N. J. Dias, Delmege Reid & Co.
January 20	.. 68	.. A. C. Koelmeyer, 58, Belmont street	January 23	.. 74	.. Hadji Noor Mohamed Aboo, 65, 2nd Cross street
January 21	.. 69	.. H. M. E. Rodrigo, 48, Galpotta street	January 26	.. 75	.. Austin C. de Mel, 51, Queen street
January 23	.. 70	.. J. A. Rahiman, 1, Chekku street	January 27	.. 76	.. M. B. Uduman, York House, York street
January 30	.. 71	.. R. Ramalingam, 25/77, Stewart street	January 27	.. 77	.. A. S. Main, 16, Queen street
List of Brokers' Licences issued during January, 1928.			January 30	.. 78	.. B. A. Fernando, 36, Dam street
1928,					
January 4	.. 41	.. R. S. Wijesinghe, 27, Maliban street			
January 4	.. 42	.. K. N. Nayany, 77/74, Wolfendahl street			

G. H. N. SAUNDERS,
Municipal Treasurer.Town Hall,
Colombo, February 16, 1928.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle, held in the Municipal Office, on Saturday, January 21, 1928, at 1.15 p.m., pursuant to Notices dated January 16, 1928.

Present:—Mr. L. W. C. Schrader, Chairman; Hon. Mr. H. M. Macan Markar, M.L.C.; Mr. D. W. Subasinghe, Mr. C. E. de Vos; Mr. J. E. Perera; Mr. D. I. Durham; Mr. C. L. Wickremasinghe; Mr. F. W. Sproule; Mr. S. H. Dahanayake; and Dr. F. R. Alles.

1. The Minutes of the General Meeting and the Special Meeting of December 10, 1927, a copy thereof having been furnished to each member, were taken as read and confirmed.

2. Before calling on Mr. S. H. Dahanayake to ask the questions standing in his name, the Chairman said that questions 1, 2, 3, and 4 on the Agenda should not be asked. He ruled them out of order for the following reasons:—

Question 1 does not concern Municipal Administration because he attended to the matter as Government Agent and not as Chairman of the Municipal Council. Regarding questions 2 to 4, the provision or non-provision of seating accommodation in the arrangements is a Municipal matter; but the question of individual seating is not a matter for Municipal deliberation.

Mr. Dahanayake stated that his first question does not appear in its entirety on the Agenda. A part of the question had been deleted, and he asked who had authorized the deletion.

The Chairman replied that if it has been deleted he should make a complaint officially.

Mr. S. H. Dahanayake then asked the following other questions standing in his name:—

(5) How many Indian Tamils are permanently residing at the two Kittangies at Kaluwella? (b) How many conservancy buckets are kept in the two Kittangies? (c) Are there separate urinal buckets kept in the two Kittangies? (d) Is the Chairman aware that the main drain opposite the Kittangies cannot be kept clean owing to the insufficient sanitary arrangements in the Kittangies? (e) What steps will the Chairman take to see that the sanitary arrangements in the Kittangies be in future improved?

(6) Is the Chairman aware that no coir dust whatever is supplied to the convent and St. Aloysius' College in Kaluwella, and that the conservancy buckets are never cleaned before placing them in the evening?

(7) Is the Chairman aware that about 10 clean buckets are given to each of the conservancy coolies who work about 30 to 40 houses and the other buckets are never cleaned but emptied from one to another and placed in houses? (b) Is the Chairman aware that practically all residents complain that coir dust is not supplied to them and that the buckets are never disinfected? (c) Is the Chairman aware of the insanitary condition of the public latrine in Minuwangoda Junction? During the rainy weather water accumulates knee deep for want of drains? (d) Is the Chairman aware that the only public latrine in the town that is kept clean is the one in the Customs premises? (e) Is it the fact that the Health Manager has given special instructions to keep the said latrine clean owing to its proximity to the New Oriental Hotel? (f) Is it the fact that the public latrine situated in the Fort behind Messrs. E. Coates & Co. is kept exclusively for the employees of the Firm? (g) Why is it not possible to keep all the public latrines and the urinal in the town clean as in the one situated in the Customs premises?

(8) What is the age of the Medical Officer of Health? (b) If he is over sixty years of age will the Chairman order him to resign?

(9) How is it that the Chairman has not yet called for a meeting of the Committee appointed to draft out a scheme of Constitutional Reforms of this Council? (b) Is the Chairman aware that the draft Ordinance is in course of preparation and that the Attorney-General admitted this before the Special Commission? (c) If the Chairman finds it difficult to summon a meeting of the Committee, will the Chairman resign his seat in the Committee and appoint another in his place?

(10) How is it that the Chairman failed to invite the elected members of this Council when His Excellency the Governor visited the Miyare Reservoir and the Electric Power Station?

(11) Is the Chairman aware that the Health Manager is demanding Rs. 2.50 a month from each cooly employed under him and he threatens to dismiss the coolies who refuse to pay? (b) Is the Chairman aware that there is great dissatisfaction prevailing among the coolies owing to this act of the Health Manager? (c) Will the Chairman hold an inquiry with regard to the allegations made against the Health Manager? (d) If and when the Chairman holds the inquiry will he be pleased to inform the Member for Ward No. 2, so that he may be able to produce the petition submitted to him by the aggrieved parties?

(12) Is the Chairman aware of the fact that two coolies were dismissed by the Health Department for submitting a petition and taking a leading part in it?

(13) How many boys and girls of school-going age are there in the town of Galle, Sinhalese, Muslims, and other nationalities separately, in each ward? (b) How many are attending and how many are not attending recognized schools in each ward from each community?

(14) What is the pay given to a cooly doing scavenging work? (b) What is the pay given to a cooly doing night work? (c) Are there any coolies doing dual duties, and how many of them? (d) What are the hours the day cooly and night cooly expected to work?

(15) Is it the recognized procedure of this Council for a Ward Member to confine himself to the ward he represents and nothing more?

(16) What is the policy of this Council with regard to the electric lights? Is precedence given to street lighting or house connections?

(17) Is the Chairman aware that there are several complaints from respectable residents of China Garden and Minuwangoda that scavenging is not done regularly, and the drains are in a very insanitary condition?

(18) Will the Chairman inform this Council the number of blocks of land acquired in the bazaar area demolished during the last epidemic of plague? (b) If all the blocks have not been acquired what is the delay?

The Chairman gave the following replies:—

(5) There are 45 Indian Tamils at Kittange No. 41, and 40 at Kittangi No. 42. (b) Eight buckets. (c) No. (d) No. (e) None, until it is clear that steps should be taken.

(6) No.

(7) No. (b) No. (c) I am aware that the ground is water-logged owing to the adjoining lands having been raised. Steps will be taken to remedy it. (d) I do not admit that it is the only public latrine which is maintained in a satisfactory manner. (e) Instructions to that effect were given by me. (f) No. (g) It is not impossible.

(8) He is sixty-two years of age. (b) No. The matter will be considered by Council.

(9) The member is referred to the replies given to questions 4 (b), (c), and (d) at the last meeting of the Council.
 (b) I am now aware that a draft Ordinance has been under consideration for some years. (c) I see no necessity at present.

(10) There was no necessity to do so.

(11) No. (b) No. (c) No allegations against the Manager of the Health Department have been made to me.
 (d) There will be no inquiry unless a complaint is first made.

(12) It is not the fact. They were dismissed for insubordination in declining to work, instigating others to do the same, and preventing substitutes from working.

(13) (a) and (b) The subject matter of these questions does not concern the Council.

(14) The initial salary is Rs. 16.50 per mensem, rising to Rs. 19.50 after 10 years' service. (b) Cents 75 per diem, rising to cents 85 after 10 years' service. (c) 37 coolies have dual duties. (d) Scavenging coolies work from 7 to 10.30 A.M., and from 1 to 4.30 P.M., conservancy (night) coolies from 6 to 9 P.M., but a few go on till 1 or 2 A.M.

(15) There is no rule regarding the matter. It is merely a matter of courtesy to the representatives of other wards to suggest to them any requirements in their area. (16) The question of precedence has not arisen. The required number of street lights was provided before any house connexions were given.

(17) No.

(18) 107 lots have been acquired. (b) 10 lots have to be acquired. The owners have not agreed to the compensation offered. They may have to be referred to Court.

3. Pursuant to notice, Mr. J. E. Perera asked—When will the report and estimates of the Talapitiya and Circular road drains be submitted for consideration by Council?

The Chairman replied:—The report and estimate will be submitted to the Council at the next General Meeting. (Mr. D. W. Subasinghe came in at this stage.)

4. Pursuant to notice, Mr. S. H. Dahanayake moved:—This Council is of opinion that the cross road connecting the High street and the Fish Market street should be connected to admit vehicular traffic. Mr. D. W. Subasinghe formally seconded; but he opposed the motion owing to the congestion on Fish Market road and the danger from vehicular traffic. Mr. C. L. Wickremasinghe and Mr. J. E. Perera spoke against the motion. The mover replied. The motion was put to the meeting and declared lost—for 1 vote, against 9 votes. (2) This Council is of opinion that an adequate water supply be given to the Civil Hospital and Mahamodera. Mr. D. W. Subasinghe formally seconded. Dr. F. R. Alles said the hospital is getting a sufficient supply since the 2-in. main was installed. Mr. C. E. de Vos and Mr. J. E. Perera spoke against the motion. The motion was put to the meeting and carried.—4 votes for the motion, none against.

The Chairman remarked at this stage that it is not regular to second a motion in order to oppose it. (3) This Council is of opinion that all applicants for water service be given house connections if the houses are situated in the lower levels of the town. The motion was not seconded, and was declared lost. (4) This Council is of opinion that the fish rent be re-introduced.

Mr. C. L. Wickramasinghe asked the mover to agree to refer it to a Special Committee.—The mover agreed.

Mr. C. L. Wickremasinghe seconded the amended motion. The Hon. Mr. H. M. Macan Markar, Mr. D. W. Subasinghe, and Mr. C. E. de Vos spoke against the motion. The mover replied. The motion was put to the meeting and declared lost—for 2 votes, against 6 votes. Two members did not vote.

(5) This Council is of opinion that a Health Survey of the town be entrusted to a competent Health Doctor. Mr. C. E. de Vos seconded. Dr. F. R. Alles thought an application might be made to Government. Mr. D. I. Durham and Mr. J. E. Perera were not opposed, but they wanted to know the cost. The Chairman and Mr. D. W. Subasinghe spoke against the motion. The mover asked the leave of Council to amend his motion by the addition of the words "if the expenditure to be incurred meets with the approval of the Council" at the end of the motion. The leave of Council having been granted, the motion as amended was put to the meeting and carried by 9 votes to 1.

(6) This Council is of opinion that the by-laws of this Council be printed in English and the vernaculars. Mr. D. W. Subasinghe seconded.

The Chairman moved as an amendment "that the subject of the motion be referred to the Finance Committee and the Law Committee for their recommendation." The Hon. Mr. H. M. Macan Markar seconded. The amendment was put to the meeting and carried by 8 votes to 2.

(7) This Council is of opinion that an electric lamp be fixed at the turn to the Paramananda Vihare on the Wakkwella road. Mr. D. W. Subasinghe seconded. The Chairman and Mr. C. L. Wickremasinghe spoke against the motion. The mover replied. The motion was put to the meeting and declared lost—for 2 votes, against 7 votes.

(8) With the leave of the Council, Mr. S. H. Dahanayake withdrew the following motion standing in his name:—
 "This Council is of opinion that the by-laws relating to buildings be amended or suspended to allow all owners of shops or boutiques in the High street of Galle to put up new upstairs buildings without leaving any reservation for the road."

5. Pursuant to notice, Mr. J. E. Perera moved—That Government be requested to direct the Public Works Department to metal the sides of the Matara road up to Wakkal modera bridge, and that the edges of the road be built up where necessary in order that the full width of the existing road be made use of by the heavy traffic on this road. Mr. D. W. Subasinghe seconded. Mr. F. W. Sproule in opposing the motion stated that the Public Works Department was making endeavour to widen the road, and he hoped the mover would be satisfied with that assurance. With the leave of Council, Mr. J. E. Perera withdrew the motion.

6. Election, by ballot, of members to form the four Standing Committees for the year 1928. The following were elected—

- (1) *Standing Committee on Municipal Works.*—Mr. D. W. Subasinghe, Mr. C. E. de Vos, and Mr. F. W. Sproule.
- (2) *Standing Committee on Finance and Assessment.*—Mr. C. E. de Vos, Mr. J. E. Perera, and Mr. C. L. Wickremasinghe.
- (3) *Standing Committee on Law and General Subjects.*—Mr. J. E. Perera, Mr. D. I. Durham, and Mr. C. L. Wickremasinghe.
- (4) *Standing Committee on Markets and Sanitation.*—Mr. D. W. Subasinghe, Mr. D. I. Durham, and S. H. Dahanayake.

7. The Chairman moved, and Mr. D. W. Subasinghe seconded, the re-appointment of the following Special Committees:—

- (1) *Electric Lighting.*—The Chairman, Mr. C. E. de Vos, Mr. D. I. Durham, Mr. C. L. Wickremasinghe, and Mr. F. W. Sproule.
- (2) *Infectious Diseases Hospital and Segregation Camp.*—The Chairman, Hon. Mr. H. M. Macan Markar, M.L.C., Mr. D. W. Subasinghe, Mr. J. E. Perera, and Dr. F. R. Alles.
- (3) *Drainage.*—The Chairman, Mr. D. W. Subasinghe, Mr. J. E. Perera, Mr. F. W. Sproule, and Mr. S. H. Dahanayake.
- (4) *Reform of the Constitution.*—The Chairman, Hon. Mr. H. M. Macan Markar, and the elected members of Council.

8. *Extension of the Power House.*—Submitted letter No. T. 68 of December 20, 1927, from the Deputy Chief Engineer, Electrical Department, referring to the tenders received for the extension to the Power House.

The Chairman moved that Council do go into Committee. Mr. J. E. Perera seconded.—Carried.

The recommendations of the Deputy Chief Engineer were considered, and Mr. D. W. Subasinghe moved that the tender given by Messrs. Walkers and Clark Spence, Galle—Rs. 111,845.50 be accepted. Mr. C. E. de Vos seconded.—Carried.

Council resumed, and Mr. D. W. Subasinghe moved that the recommendation of the Council in Committee be adopted. Mr. C. E. de Vos seconded.—Carried.

(Mr. F. W. Sproule and Mr. J. E. Perera left the meeting at this stage of the proceedings.)

9. *Side Drains at Kaluwella.*—Submitted letter No. 14 of the 7th instant, from the Provincial Engineer, Southern Province, intimating the Government's approval of the construction of side drains from Richmond Hill road junction along Kaluwella road, and that the Council's share of the cost amounts to Rs. 783.75.—Resolved that Rs. 783.75, being the Council's share of the cost, be paid.

10. *Lease of the Fish Rent.*—The petition from D. D. Jayasekera offering to lease the commission collected at the fish auction shed was laid on the table.

The following extracts from the Minutes of the Standing Committees on Municipal Works and Finance and Assessment were laid before the Council :—

11. *Extracts from the Minutes of the Standing Committee on Municipal Works of December 10, 1927.*

(2) To consider the following estimates:—(i.) Rs. 400 for rebuilding a culvert across Havelock road.—Recommended. (ii.) Rs. 135 for a new water cart for the Fort.—Recommended.

(3) To recommend the appointment of two additional turncocks at Rs. 25 each per mensem for night work; and extra pay of Rs. 5 per mensem to each of the four turncocks for the day shift of 3 hours on alternative days.—Recommended.

(4) Application from the Provincial Surgeon for a larger connection than the present one for the tank service at the Civil Hospital.—Recommended that a 3-in. connexion be allowed, provided the tank is fitted with a ball valve.

(5) Dog badges for 1928.—Resolved that the diamond-shaped badge be adopted.

Resolution.

Resolved that the recommendations of the Standing Committee be adopted.

12. *Extracts from the Minutes of the Standing Committee on Finance and Assessment of December 10, 1927.*

(2) Papers re-demolished buildings in Wards 1, 3, and 4 East.—Recommended that the rates be struck off.

(3) List of irrecoverable conservancy fees from July to December, 1926, amounting to Rs. 60.—Recommended that the amounts be struck off.

Resolution.

Resolved that the recommendations of the Standing Committee be adopted.

13. *Extracts from the Minutes of the Standing Committee on Municipal Works of December 17, 1927.*

Water Supply Scheme.—Considered letter No. U 3/26 of the 9th instant from the Hon. the Colonial Secretary, Mr. Thyne, Waterworks Engineer, Colombo, with the approval of the Colombo Municipal Council, agrees to engineer the work at the fee mentioned in the Minute dated August 3, 1927, of His Excellency the Officer Administering the Government, forwarded with the Hon. the Colonial Secretary's letter No. U 3/26 of August 31, 1927. He will submit a detailed estimate for the consideration of the Council, and will hold himself responsible for the work. This Committee recommends that (1) Mr. Thyne be requested to undertake the work at the fee referred to above; (2) the Superintendent of Works do act as Resident Engineer, so that he may be intimately associated with the construction of the work, on such an allowance as the Engineer in charge thinks reasonable, in addition to his salary; (3) pipes to comply with the British Standard specifications be obtained from recognized cast-iron pipe manufacturers; (4) tenders be invited locally for landing and transporting pipes; (5) the execution and refilling of trenches be done on contract; (6) the laying and jointing be done by skilled labour on check roll.

Resolution.

(1) Mr. C. L. Wickramasinghe moved—That Mr. Thyne be asked whether the whole work in connection with the duplication could not be done on contract under his supervision. Mr. S. H. Dahanayake seconded.

Mr. D. I. Durham moved as an amendment—That the recommendations of the Standing Committee be adopted subject to the following modification, viz., that steps be taken to get a temporary assistant to the Superintendent of Works whilst he is employed on the duplication of the main. Dr. F. R. Alles seconded. The amendment was put to the meeting and carried by 6 votes to 2.

(2) The Council agrees to the stipulations laid down in paragraph (2) and (3) of the Hon. the Colonial Secretary's letter No. H 3/26 of May 19, 1927.

14. The following documents were laid on the table :—

(1) Statement of receipts and disbursement to end of December, 1927.

(2) Progress report of work done on estimate during December, 1927.

(3) Report of this Inspector of Vehicles or Carriages plying for hire during December, 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.

Continued :

ELECTRICITY REVENUE ACCOUNT.

Statement showing the Receipts and Disbursements to January 31, 1928

Vote No.	DISBURSEMENTS.	Estimated Expenditure for 1928.		Actual Disbursements.		Vote No.	RECEIPTS.	Estimated for 1928.		Actual Receipts.	
		Rs.	c.	R.	c.			Rs.	c.	Rs.	c.
1.	Fuel ..	14,400	0	—	—	1.	Private lighting ..	48,000	0	5,354	30
2.	Oil, waste, &c. ..	5,400	0	—	—	2.	Public lighting ..	12,000	0	1,000	0
3.	Wages at works ..	9,600	0	467	63	3.	Municipal Department ..	600	0	43	50
4.	Buildings ..	60	0	—	—	4.	Rent of meters ..	5,100	0	473	50
5.	Egnines and machinery ..	780	0	—	—	5.	Sundry receipts ..	300	0	78	50
6.	Salaries of outdoor staff ..	2,400	0	125	85						
7.	Repairs of meters, switches &c. ..	720	0	—	—						
8.	Wages ..	900	0	—	—						
9.	Maintenance and repairs ..	720	0	—	—						
10.	Management—salaries ..	4,912	0	470	50						
11.	Allowance ..	900	0	—	—						
12.	Printing and stationery ..	300	0	12	90						
13.	Audit fee ..	150	0	—	—						
14.	Telephone ..	18	0	—	—						
15.	Sundry charges ..	1,500	0	63	80						
16.	Interest ..	10,000	0	329	74						
17.	Instalment of loan ..	5,400	0	—	—						
18.	Depreciation ..	7500	0	—	—						
	Profit carried to nett revenue account ..	—	—	5,484	38						
				6,954	80					6,954	80

NETT REVENUE ACCOUNT, JANUARY 31, 1928.

	Rs.	c.		Rs.	c.
January 1, 1928, deficit brought forward from 1927 ..	11,761	36	Profit (vide general revenue account) ..	5,484	38
			Deficit ..	6,276	98
	11,761	36		11,761	36

BALANCE SHEET, JANUARY 31, 1928.

LIABILITIES.	Rs.	c.	ASSETS.	Rs.	c.
Loans from Local Loans and Development Fund ..	135,000	0	Capital—meters ..	12,561	31
Advances from Municipal Fund ..	93,816	93	Capital—buildings ..	22,212	37
			Capital—mains ..	89,730	95
			Capital—engines ..	85,928	49
			Capital—workshop tools ..	6,017	7
			Capital—sundry plants ..	—	—
			Capital—other expenses ..	6,049	54
			Advance to D. P. W. ..	42	23
			Deficit ..	6,276	98
	228,816	93		228,816	93

A.—Statement showing the Total Receipts and Disbursements to end of January, 1928.

REVENUE.	Amount		Actual Receipts.	EXPENDITURE.	Amount		Actual Disbursements.		
	Estimated.	Rs. c.			Estimated.	Rs. c.			
Taxes ..	19,575	0	9,614	50	22,202	14	598	12	
Rates ..	116,600	0	14,195	98	68,021	0	5,583	39	
Licences ..	16,000	0	3,638	75	Health Department :—				
Judicial fines ..	4,000	0	374	7	Sanitation Branch ..	2,150	0	100	0
Slaughter-house ..	4,600	0	653	9	Conservancy ..	27,689	0	2,323	34
Conservancy ..	26,000	0	2,085	95	Scavenging ..	22,581	0	1,945	80
Markets ..	26,983	0	3,056	87	Works Department :—				
Rents ..	6,352	0	701	46	Annually recurrent ..	48,400	0	96	95
Cemetery ..	300	0	21	0	Extraordinary ..	17,000	0	783	75
Water ..	2,850	0	489	54	Waterworks ..	4,200	0	133	38
Miscellaneous ..	68,033	0	693	89	Municipal Court ..	2,250	0	—	—
					Markets ..	830	0	65	0
					Slaughter-house ..	1,723	0	170	68
					Cemetery ..	350	0	50	0
					Street lighting ..	13,176	0	1,015	0
					Miscellaneous ..	45,830	0	232	60
Total Revenue ..	291,273	0	35,515	10	Total Expenditure ..	276,402	14	13,098	1
Advance repaid by Electricity Department ..	—	—	6,954	80	Advance to Electricity Department, revenue account ..	—	—	1,470	42
Deposits ..	—	—	612	83	Deposits repaid ..	—	—	105	50
Advance repaid ..	—	—	10	0	Advance to Electricity Department, capital account ..	—	—	377	86
Total receipts ..	—	—	47,092	73	Total disbursements ..	—	—	15,031	79
Cash balance on January 1, 1928 ..	—	—	165,475	69	Cash balance on January 31, 1928 ..	—	—	193,516	63
Total ..	—	—	208,568	42	Total ..	—	—	208,568	42

B.—Surplus and Deficit Account.

	Amount.		Amount.		
	Rs. c.		Rs. c.		
Expenditure from January 1 to 31, 1928 ..	13,098	1	Surplus on January 1, 1928 ..	255,634	43
Surplus on January 31, 1928 ..	278,051	52	Revenue from January 1 to 31, 1928 ..	35,515	10
Total ..	291,149	53	Total ..	291,149	53

C.—Balance Sheet as at January 31, 1928.

LIABILITIES.		Amount.	ASSETS.		Amount.		
		Rs. c.			Rs. c.		
Deposits ..	..	9,282	4	Cash in Bank —		
Surplus	278,051	52	Fixed deposits ..	152,275	0	
				Rs. c.			
				Current account ..	39,810	58	
				Uncashed cheques ..	1,777	12	
						38,033	46
				Cash in hand of Shroff ..	3	20	17
				Advance to Electricity Department, capital account ..	93,816	93	
Total	287,333	56	Total ..	287,333	56	

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—

No. 2,286 of January 9, 1928 (Date applied for under Section 48 of the Ordinance, August 14, 1919).

Triangular Construction Company, Limited.

Improvements in the methods of building structures and in the blocks for same.

Abstract.—Blocks having a triangular section (generally the angles are 45, 90, 45) and with air cavities are used. These are made in multiples so that two of the smallest give the same area and shape as the next size. Thereby the external shape and the superimposed courses present no difficulty.

The claims are :—

1. A system of building concrete walls or like structures from blocks of triangular section in plan, so arranged that when laid in position, upright faces of adjacent blocks contact with one another wholly in one plane, substantially as described.

2. For use in the building of concrete walls or like structures as claimed in claim 1, blocks of triangular section which are multiples or sub-multiples of one another, substantially as described.

3. A system of building concrete walls or like structures by means of blocks of triangular section as claimed in claim 1, in which inner and outer blocks are made from different classes of material and are so arranged that the outer surface of the structure is formed from one material and the inner surface of the structure from the other material, substantially as described.

4. A system of building concrete walls or like structures from hollow blocks of triangular section in plan, so arranged that upright faces of any two adjacent blocks contact with one another wholly in one plane, substantially as described.

5. In a system of building concrete walls or like structures as claimed in claim 4, the provision in any or all of the walls of the structure of an upper and/or lower course of ventilating blocks, the cavities or openings within which are in communication with the atmosphere substantially as described.

6. For use in the building of concrete walls or like structures as claimed in claim 4, hollow blocks of triangular section having internal webs arranged to give the necessary lateral strength to the sides of the block and also to serve as a bed for the blocks of adjacent courses, substantially as described.

7. For use in the building of concrete walls or like structures as claimed in the preceding claims, sills, arches and the like having end faces shaped to suit the triangular blocks, and which may be formed with the inner and outer portions of different aggregates and may be provided with ventilating ducts, substantially as described.

8. Improved blocks for use in the building of concrete walls or like structures, substantially as described with reference to the accompanying drawings.

9. Improved system of building concrete walls or like structures, substantially as described and as illustrated.

Three sheets of drawings.

No. 2,289 of January 16, 1928.

William George David Greer.

Improvements in button sticks and the like.

Abstract.—A form of button stick is described which is so shaped that it can be used in the cleaning of all the brass parts of military web equipment with the object of avoiding the soiling of the webbing.

The claims are :—

1. In a button stick, providing additional slots and holes for the purpose described and forming and shaping the edges of the said button stick to fit the profile of tags and other metal fittings of military webbing equipment or the like for the purposes described.

2. An improved button stick for the uses and purposes described, provided with particular slots and having its edges cut to particular profiles, substantially as described and illustrated.

One sheet of drawings.

NORMAN RAE,
Registrar of Patents.

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

URBAN DISTRICT COUNCIL, NEGOMBO.
Statement of Assets and Liabilities for the Year 1927.

LIABILITIES.	Amount. Rs. c.	ASSETS.	Amount. Rs. c.
Amount due to depositors on December 31, 1927 ..	1,240 43	Cash at Kachcheri ..	14,645 25
Balance, surplus ..	9,868 26	Outstanding payment orders ..	4,514 62
		Not credited to Urban District Council ..	10,130 63
			478 6
		Fixed deposit at the Negombo Co-operative Society ..	10,608 69
			500 0
	11,108 69		11,108 69

N.B.—The statement of Assets and Liabilities for the year 1927, appearing in *Government Gazette* No. 7,627 of February 3, 1928, is cancelled.

Urban District Council,
Negombo, February 14, 1928.

ALEX. ED. RAJAPAKSA,
Chairman.

Modification of "Building Limit," Matara.

IT is hereby notified that the Local Government Board has, by virtue of the powers vested in it by section 87 of the above-mentioned Ordinance, modified the building limit in respect of the roads specified in the schedule hereto and situated within the administrative limits of the Matara Urban District Council to the extent shown therein.

R. N. THAINE,
President.
The Kachcheri,
Colombo, February 15, 1928. Local Government Board.

SCHEDULE.		Modified "Building Limit" Distance from Centre of Road. Feet.	Name of Road.	Modified "Building Limit" Distance from Centre of Road. Feet.	
1.	First Cross road, Fort	15	25.	Third Cross road, Uyanwatta	20
2.	Main street, Fort	15	26.	Fourth Cross road, Uyanwatta	20
3.	Rampart street, Fort	15	27.	Fifth Cross road, Uyanwatta	20
4.	Middle street, Fort	15	28.	Sixth Cross road, Uyanwatta	20
5.	Church street, Fort	15	29.	Seventh Cross road, Uyanwatta	20
6.	King's street, Fort	15	30.	Eighth Cross road, Uyanwatta	20
7.	Second Cross street, Fort	15	31.	Ninth Cross road, Uyanwatta	20
8.	Third Cross street, Fort	15	32.	Kitulawela Temple road, Uyanwatta	20
9.	Fourth Cross street, Fort	15	33.	Kandewatta road, Uyanwatta	20
10.	Ferry lane, Fort	15	34.	Cross roads at Walpola and Weragampita	20
11.	Fisher road, Fort	15	35.	Piladuwa road	20
12.	Markets roads, Kotuwegoda	20	36.	Boundary road from Naimana	20
13.	Elliott road, Kotuwegoda	20	37.	Spencer road	20
14.	Browning road, Pallimulla	20	38.	Second Cross road, Kadeweediya	20
15.	Temple road, Pallimulla	20	39.	Third Cross road, Kadeweediya	20
16.	Lushington road, Pallimulla	20	40.	Fourth Cross road, Kadeweediya	20
17.	Pennyquick road, Pallimulla	20	41.	Andigoda First Cross road, Kadeweediya	20
18.	Browne's lane, Pallimulla	20	42.	Andigoda Second Cross road, Kadeweediya	20
19.	Well road, Pallimulla	20	43.	Elawella road, Kadeweediya	20
20.	Weragampita Temple road from Walpola road	20	44.	Elawella road, Weliveriya	20
21.	Weragampita Temple road	20	45.	Ferry road, Kadeweediya	20
22.	Uyanwatta New road	20	46.	Boundary road from Elawella road to Hakmana road	20
23.	First Cross road, Uyanwatta	20	47.	Fifth Cross road, Nupe	20
24.	Second Cross road, Uyanwatta	20	48.	Sixth Cross road, Nupe	20
			49.	Paramulla road	20
			50.	Karawa Temple road	20
			51.	Karawa Cross roads	20
			52.	Pamburana Cross road	20
			53.	Karawa Latrine road	20
			54.	Karawa First Cross road	20
			55.	Weliveriya road	20
			56.	Boundary road from Welegoda road to Galle road	20
			57.	Boundary road from Akuressa road to Welegoda road	20
			58.	Polhena Cross roads	20

RATNAPURA URBAN DISTRICT COUNCIL.

Statement of Revenue and Expenditure of the Ratnapura Urban District Council for 1927.

		REVENUE.			
		Amount.	Total.	Amount.	Total.
		Rs. c.	Rs. c.	Rs. c.	Rs. c.
A.—General revenue :—				C.—Resthouse and ambalams :—	
(1) Property tax, 171 (1) (a)	12,371 82			(1) Fees, 60	4,296 55
(2) Acreage tax, 171 (1) (b)	—			(2) Other	30 95
(3) Vehicles and animals tax, 173 (1) (b)	5,004 50				4,327 50
(4) Licence duties	2,548 36			D.—Council lands and buildings :—	
(5) Other taxes, 173 (1) (d)	—			(1) Rents	262 70
(6) Refund of stamp duties (Schedule VI.)	2,345 75			(2) Sale of produce	80 0
(7) Refund of liquor licences	1,550 0				342 70
(8) Refund of police tax	5,834 7			E.—Public health :—	
(9) Compensation for opium revenue	—			(1) General revenue—	
(10) Fines by court (not included elsewhere)	732 50			(a) Fines under Part IV., Chapter III.	346 50
Fines—Departmental	14 50			(b) Other	5 68
(11) Pension contributions	—				352 18
(12) Assessment arrears recovery, &c.	2 74			(2) Scavenging—	
(13) Interest from bank	1,322 8			(a) Fees, 168 (10) (b)	—
(14) Sale of old stores	—			(b) Sale of refuse, 130	15 0
		31,726 32		(c) Fines on contractors and coolies	3 0
B.—Thoroughfares :—				(d) Refunds	1 25
(1) Subsidy in lieu of labour tax	4,249 80				19 25
(2) Other collections :—				(3) Conservancy—	
Fines under Part IV., Chapter II.	140 0			(a) Fees, 168 (10) (b)	5,834 0
Sale of badges, &c.	—			(b) Sale of refuse, 130	—
Sale of old stores	32 70			(c) Fines on contractors and coolies	6 0
Stray cattle poundage fees	159 25			(d) Refunds	—
Fine—Departmental	24 75				5,840 0
Sale of firewood	34 50				
Demuwatta ferry toll rent fees	365 0				
(3) Contributions by Government	—		5,006 0		

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
(4) Slaughter-house and cattle pound—			G.—Cemeteries :—		
(a) Fees, 168 (11) (a)	1,450 25		(1) Burial fees	642 0	
Special licence to slaughter ..	20 0		(2) Hire of hearse	90 0	
(b) Sale of refuse	—	1,470 25	(3) Graves sold for erecting monuments	50 0	
(5) Water supply—			(4) Fees for maintenance of Church of England burial ground	24 0	806 0
(a) Water rate, 141 (b) 146	7,902 50		H.—Dog registration :—		
(b) Surplus costs and distraining fees	2 94	7,905 44	(1) Registration fees	156 0	
Hospitals—			(2) Fines	2 0	
(a) Contribution from Government	—		(3) Sale of dog collars	—	
(b) Rent of hospital grounds	—	—	(4) Seizing fees	—	158 0
(7) Markets and galas—			I.—Weights and measures :—		
(a) Rents, 168 (12)	7,046 25		(1) Fees for stamping	85 52	
(b) Boutiques and stalls, 168 (12) ..	—		(2) Fines	—	85 52
(c) Fees for private market, 150 (3)	—		J.—Electricity Department :—		
(d) Licences, 163 (1)	59 50		(1) Sale of current	—	
(e) Other—Fines on contractors and coolies	442 0	7,547 75	(2) Rent of meters	—	
F.—Public recreation :—			(3) Works executed for customers	—	
(a) Rents	481 50		(4) Miscellaneous	—	
(b) Cattle grazing fees	106 35		Total revenue	66,325 76	
(c) Licences for public performances ..	61 0		Other receipts—Deposits	1,376 92	
(d) Grant for upkeep of Fort grounds	90 0	738 85	Balance, January 1, 1927	44,401 47	
			Total	112,104 15	

EXPENDITURE.

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
A.—General expenditure :—			E.—Public health :—		
(1) Salaries of officers (not otherwise charged)—			(1) General expenditure—		
(a) Secretary	2,400		(a) Salaries	1,439 92	
(b) Revenue Inspector	480 0		(b) Allowances	744 92	
(c) Clerk	725 0		(c) Uniforms	170 80	
(d) Peon	258 0		(d) Printing and stationery	—	
(e) Cost of technical advisers	27 50		(e) Disinfectants	202 19	
(f) Pensions	237 96		(f) Maintenance of vagrants at House of Detention	—	2,557 83
(g) Process server	180 0		(2) Scavenging—		
(h) Messenger	240 0		(a) Wages	4,150 50	
(2) Establishment expenses—			(b) Carts and lorry	1,321 26	
(a) Allowances (not otherwise charged)	862 65		(c) Stores	121 25	5,503 1
(b) Travelling	—		(3) Conservancy :—		
(c) Commission to tax collectors (not otherwise charged)	658 97		(a) Wages	4,416 0	
(d) Assessors' fees	90 0		(b) Carts and lorry	748 41	
(e) Legal expenses	—		(c) Stores, stationery, &c.	312 31	
(f) Stationery, printing, advertising, and office expenses, &c.	331 89		(d) Rent of nightsoil depôts, &c. ..	43 0	
(g) Registration of voters, &c.	18 46		(e) Maintenance of latrines	51 96	
(h) Cost of cart plates	48 50		(f) Acquisition	—	
(i) Cost of audit	632 49		(g) Construction	—	5,571 68
(j) Holiday railway tickets	62 0		(4) Slaughter-house and cattle pound—		
(3) Refunds	47 50	7,800 92	(a) Wages	291 0	
B.—Thoroughfares :—			(b) Maintenance	21 36	
(1) Salaries and wages	990 0		(c) Acquisition	—	
(2) Maintenance	17,849 20		(d) Construction	—	
(3) Plant and tools	250 80		(e) Cattle disease	—	312 36
(4) Lighting	3,088 63		(5) Water supply—		
(5) Watering of streets	—		(a) Wages	—	
(6) Cost of badges and fare tables ..	—		(b) Stores	—	
(7) Acquisition	—		(c) Maintenance	274 54	
(8) Improvements	252 75		(d) Acquisition	—	
(9) Loan charges	—		(e) Construction	—	
(10) Refunds	—	22,431 38	(f) Loan charges	—	
C.—Resthouse and ambalams :—			(g) Commission to collector	116 18	390 72
(1) Salaries	558 0		(6) Hospitals—		
(2) Maintenance	1,081 32		(a) Wages	—	
(3) Furniture and equipment	1,586 82		(b) Maintenance	722 47	
(4) Improvements	—	3,226 14	(c) Paupers	2 0	724 47
D.—Council lands and buildings :—			(7) Markets and galas :—		
(1) Wages	—		(a) Wages	—	
(2) Commission to collectors	—		(b) Maintenance	18 61	
(3) Rent of office	480 0		(c) Printing	—	
(4) Maintenance	828 18		(d) Acquisition	—	
(5) Furniture—Office	11 25		(e) Construction	—	
(6) Police tax	148 68		(f) Loan charges	—	
(7) Loan charges	—				18 61
(8) Surveys	205 0	1,673 11			

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
F.—Public recreation :—			J.—Electricity Department :—		
(a) Wages	—		(1) Generation of electricity—		
(b) Maintenance	433 80		(a) Fuel	—	
(c) Other	—		(b) Oil, waste, and engine room stores	—	
(d) Acquisition	—	433 80	(c) Salaries and wages at works	—	
			(2) Repairs and maintenance—		
G.—Cemeteries—			(a) Buildings	—	
(1) Wages	804 75		(b) Engines, boilers, machinery, and plant	—	
(2) Maintenance	—	804 75	(c) Meters, switches, and other apparatus	—	
			(3) Service and house connections—		
H.—Dog registration :—			(a) Materials	—	
(1) Destruction of dogs	62 15		(b) Labour (temporary)	—	
Gun licence	2 50		(4) Management and general expenses—		
(2) Commission to collector	3 50		(a) Salaries, &c., electrician and clerk	—	
(3) Cost of dog collars	—		(b) Salaries, &c., outdoor staff	—	
(4) Cost of seizures	—		(c) Printing and stationery	—	
(5) Dog pound maintenance	—	68 15	(d) Sundries	—	
			(5) Loan charges—		
I.—Weights and measures :—			(a) Interest	—	
(1) Fees to examiner	—		(b) Capital repayment	—	
(2) Stores	—				
			Total expenditure	51,606 98	
			Other payments—Refunds of deposits	1,246 83	
			Balance, December 31, 1927	59,250 89	
			Total	112,104 15	

Deposit Account, 1927.

RECEIPTS.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
Receipts	1,376 92	Refunds	1,246 83
Balance, January 1, 1927	2,858 95	Balance, December 31, 1927	2,989 54
	4,235 87		4,235 87

Statement of Assets and Liabilities of the Ratnapura Urban District Council on December 31, 1927.

LIABILITIES.	Amount. Rs. c.	ASSETS.	Amount. Rs. c.
Deposits	2,989 54	Cash in Kachcheri	14,038 23
Balance surplus cash	56,261 35	Cash in Chartered Bank of India	15,212 66
		Cash in National Bank of India	10,000 0
		Cash in Mercantile Bank of India	10,000 0
		Cash in P. & O. Banking Corporation	10,000 0
	59,250 89		59,250 89

Ratnapura, January 31, 1928.

T. WALLOPPILLAI,
Chairman.

LOCAL BOARD NOTICES.

LOCAL BOARD, BATTICALOA.

Statement of Assets and Liabilities for the Year 1927.

LIABILITIES.	Amount. Rs. c.	ASSETS.	Amount. Rs. c.
Deposits	520 76	Cash in the Batticaloa Kachcheri	3,371 67
Balance	22,850 91	Cash at bank	20,000 00
	23,371 67		23,371 67

Statement of Revenue and Expenditure for the Year 1927.

REVENUE.		Amount.	Total.	EXPENDITURE.		Amount.	Total.
		Rs. c.	Rs. c.			Rs. c.	Rs. c.
A.—General revenue:—				A.—General expenditure:—			
(1) Local taxation ..	..	13,590 23		(1) Salaries ..	..	2,910 50	
(2) Refunds and grants ..	..	10,835 98		(2) Establishment expenses ..	..	2,019 83	
			24,426 21				4,930 33
B.—Thoroughfares:—				B.—Thoroughfares:—			
(1) Labour tax ..	..	3,542 70		(1) Maintenance ..	..	8,118 95	
(2) Fines ..	..	67 39		(2) Lighting ..	..	2,334 51	
(3) Ferry ..	..	4,299 82		(3) Acquisition ..	..	—
			7,909 91	(4) Improvements ..	..	4,479 31	
C.—Board lands and buildings ..		—	566 65	(5) Loan charges ..	..	—
D.—Public health:—				C.—Board lands and buildings ..		—	5,014 25
(1) General ..	..	851 81		D.—Public health:—			
(2) Scavenging ..	..	—		(1) General expenditure ..	..	14,489 53	
(3) Conservancy ..	..	4,519 50		(2) Scavenging ..	..	5,403 98	
(4) Slaughter-houses and cattle pounds	..	364 40		(3) Conservancy ..	..	7,632 35	
(5) Water supply ..	..	—		(4) Slaughter-houses and cattle pounds	..	31 38	
(6) Hospitals ..	..	—		(5) Water supply ..	..	—
(7) Markets and galas ..	..	5,465 85	11,201 56	(6) Hospitals ..	..	303 7	
			155 60	(7) Markets and galas ..	..	2,503 28	
E.—Parks and public recreation ..		—	326 41	(8) Anti-malarial campaign ..	..	1,356 42	
F.—Cemeteries ..		—	—				31,720 1
G.—Dogs ..		—	—	E.—Parks and public recreation ..	..	—	745 42
H.—Weights and measures ..		—	—	F.—Cemeteries ..	..	—	84 63
I.—Education ..		—	—	G.—Dogs ..	..	—	382 58
Refunds of advance ..	..	—	60 0	H.—Weights and measures ..	..	—	—
Deposits ..	..	—	2,898 47	I.—Education ..	..	—	—
			47,544 81	Advances ..	..	—	—
				Refunds of deposit ..	..	—	6,314 93
							64,124 92
Balance on December 31, 1926, revenue ..	..	36,014 56		Balance on December 31, 1927, revenue ..	..	22,850 91	
Deposits ..	..	3,937 22	39,951 78	Deposit ..	..	520 76	
							23,371 67
			87,496 59				87,496 59

Local Board Office,
Batticaloa, February 17, 1928.

C. HARRISON-JONES,
Chairman.

LOCAL BOARD, PUTTALAM.

Statement of Revenue and Expenditure for the Year 1927.

REVENUE.		Rs. c.	EXPENDITURE.		Rs. c.
A.—General revenue:—			A.—General expenditure:—		
(1) Local taxation ..	..	11,805 33	(1) Loan charges ..	..	1,100 0
(2) Refunds and grants ..	..	6,518 83	(2) Salaries of officers ..	..	2,683 43
(3) Other ..	..	483 82	(3) Establishment expenses ..	..	2,344 91
			(4) Refunds ..	..	4 0
B.—Thoroughfares:—			B.—Thoroughfares:—		
(1) Labour tax ..	..	—	(1) Maintenance ..	..	1,810 74
(2) Other ..	..	335 0	(2) Electric lighting ..	..	6,217 50
(3) Lighting ..	..	10 0	(3) Improvements ..	..	54 10
C.—Local Board lands and buildings ..		645 0	(4) Construction ..	..	4,022 27
D.—Public health:—			(5) Acquisition ..	..	—
(1) General ..	..	—	C.—Local Board lands and buildings—		
(2) Scavenging ..	..	91 0	Maintenance ..	..	301 96
(3) Conservancy ..	..	1,445 0	D.—Public health:—		
(4) Slaughter-houses and cattle pounds	..	669 95	(1) General expenditure ..	..	4,544 19
(5) Markets and galas ..	..	7,816 30	(2) Scavenging ..	..	5,548 81
E.—Parks and public recreation ..		31 0	(3) Conservancy ..	..	1,727 55
F.—Cemeteries ..		—	(4) Slaughter-houses and cattle pounds	..	183 25
G.—Dogs ..		94 90	(5) Water supply ..	..	688 61
H.—Electric energy ..		29,748 51	(6) Hospitals ..	..	270 23
Other receipts ..	..	1,455 95	(7) Markets and galas ..	..	8 91
			(8) Drains ..	..	760 44
			E.—Parks and public recreation ..	..	44 75
			F.—Cemeteries ..	..	245 0
			G.—Dogs ..	..	37 0
			H.—Electric energy ..	..	19,704 45
			Other payments ..	..	2,511 63
Balance on January 1, 1927 ..	..	31,738 49			54,813 73
			Balance on December 31, 1927 ..	..	38,075 35
					92,889 8

EXPENDITURE.

	Amount. Rs. c.	Total. Rs. c.	Amount. Rs. c.	Total. Rs. c.
A.—General expenditure :—				
(1) Loan charges—				
Interest and sinking fund on loans ..	1,100 0	1,100 0		
(2) Salaries of officers—				
Pay of secretary ..	1,800 0			
Pay of clerk ..	600 0			
Pay of peon ..	322 0			
Pay of messenger and sweeper ..	150 0			
		2,872 0		
(3) Establishment expenses—				
House allowance to midwife ..	60 0			
House allowance to peon ..	32 20			
Value of coats supplied to peon and messenger ..	21 0			
Allowance for collecting ground on padda boats ..	5 0			
Value of free railway passes ..	100 0			
Commission to collectors (assessment and police) ..	675 0			
Assessors fees ..	225 0			
Stationery and printed forms ..	500 0			
Cost of advertisements ..	100 0			
Subscription to <i>Gazette</i> ..	24 0			
Postage stamps ..	20 0			
Fees for branding carts ..	15 0			
Cost of audit ..	299 46			
Cost of cart tin plates ..	175 0			
Registration of voters and election expenses ..	100 0			
Other office expenses (money order commission, &c.) ..	275 0			
		2,626 66		
(4) Refunds—				
Police court fines, taxes, &c. ..	100 0	100 0		
B.—Thoroughfares :—				
(1) Maintenance—				
Maintenance of roads ..	4,958 33			
Maintenance of bridges and culverts ..	142 25			
Maintenance of reservations ..	1,000 0			
Pay of cattle seizers ..	300 0			
Plant and tools ..	300 0			
Maintenance of Local Board sign boards and notice boards ..	50 50			
Cost of constructing a new road connecting goods shed road with Outer Circular road ..	374 5			
Other ..	150 0			
		7,275 13		
(2) Lighting—				
Cost of electric energy for street lamps ..	6,000 0			
Maintenance of street lamps ..	—			
		6,000 0		
(3) Improvements—				
Cost of constructing and retaining wall north of jetty ..	—	1,700 0		
(4) Construction ..				
(5) Acquisition ..				
(6) Loan charges ..				
C.—Local Board lands and buildings :—				
Maintenance of buildings ..	387 12			
Police tax on Local Board buildings ..	26 0			
Maintenance of Local Board lands ..	350 0			
Flower garden round Local Board Office ..	25 0			
Maintenance of electric lights in Local Board buildings ..	—			
Construction of Local Board yard ..	100 0			
		888 12		
D.—Public health :—				
(1) General expenditure—				
Salary and allowances of Local Board Inspector ..	780 0			
Salary of slaughter-house, cattle pound, keeper, tax collector, and overseer ..	391 44			
Disinfectants ..	300 0			
Infectious diseases ..	100 0			
Two coolies for sanitary work at Rs. 18 per month ..	432 0			
Removal of sea weeds from lake shore and preventive measures ..	500 0			
Pension to Mr. C. W. Brito, late Local Board Inspector ..	240 0			
Other ..	600 0			
Salary and allowances of Sanitary Inspector ..	1,608 59			
		4,952 3		
(2) Scavenging—				
Hire of scavenging carts, bulls, and drivers for December, 1927 ..	294 50			
Wages of scavenging coolies for December, 1927 ..	150 0			
Hire of scavenging by lorry ..	4,290 0			
Hire of bull and driver for scavenging cart ..	271 70			
Cost of single bullock "C. M. C." type scavenging cart ..	240 0			
Stores ..	25 0			
		5,271 20		
(3) Conservancy—				
Wages of conservancy and public latrine coolies ..	1,440 0			
Hire of bulls for conservancy carts ..	166 0			
Cost of new conservancy cart with stock buckets ..	135 0			
Maintenance of conservancy carts ..	15 0			
Maintenance of public latrines ..	54 55			
Acquisition of lands for public latrines ..	500 0			
Construction ..	1,600 0			
Stores ..	150 0			
		4,060 55		
(4) Slaughter-houses and cattle pounds—				
Salary of slaughter-house cooly ..	144 0			
Maintenance of slaughter-house and cattle pound ..	66 22			
		210 22		
(5) Water supply—				
Wages of waterworks watcher ..	180 0			
Maintenance of reservoir, public wells, &c. ..	150 0			
Installation of hand pumps at the well behind the Post Office ..	332 0			
Maintenance of waterworks watcher's house ..	14 0			
Maintenance and improvements to public tanks ..	1,500 0			
Acquisition of lands for public wells ..	750 0			
Cost of constructing one pipe well ..	300 0			
Stores ..	15 0			
		3,241 0		
(6) Hospitals—				
Contribution towards I. D. H. ..	325 0			
Burial of paupers, removal of patients to hospital, &c. ..	25 0			
		350 0		
(7) Markets and galas—				
Maintenance ..	150 0			
Construction of new markets ..	—			
		150 0		
(8) Drains—				
Salary of 4 coolies for flushing drains ..	846 0			
Hire of bull for water cart ..	83 0			
Maintenance of water cart ..	30 0			
Repairs to drains ..	147 0			
		1,106 0		
E.—Parks and public recreation :—				
Maintenance of recreation ground ..	100 0			
Maintenance of garden seats ..	30 0			
		130 0		
F.—Cemeteries—				
Cost of clearing site ..	320 0			
Cost of constructing fence round the cemetery ..	3,465 0			
		3,785 0		
G.—Dogs :—				
Cost of seizing and destroying dogs ..	100 0			
Cost of dog collars ..	—			
Maintenance of dog pound ..	12 50			
		112 50		
		45,930 41		
Probable balance on December 31, 1928 ..		12,898 54		
		58,828 95		

	Amount. Rs. c.	Total. Rs. c.		Amount. Rs. c.	Total. Rs. c.
H.—Electric energy :—			Extension of mains along Chetty street and Marikar street lanes .. 955 0		
(1) Salaries of engine room staff ..	2,200 0		Cost of stores ..	500 0	3,670 0
Salary of clerk ..	360 0		(3) Loan charges—		
Cost of liquid fuel ..	2,000 0		Payment of capital ..	2,650 0	
Cost of other oils, cotton waste, engine room stores, &c. ..	1,600 0	6,160 0	Payment of interest ..	1,520 0	4,170 0
(2) Repairs and maintenance—			(4) Other charges—		
Repairs and maintenance of buildings ..	100 0		Transport charges, money order commission, telegrams, printed forms, &c. ..	300 0	
Repairs and maintenance of plant ..	250 0		Cost of audit ..	213 48	513 48
Repairs and renewal of meters, switches, cut outs, and other apparatus on consumers' premises ..	450 0				14,513 48
Repairs and maintenance of mains and 15 posts ..	500 0		Probable balance on December 31, 1928 ..		19,146 93
Cost of an earth recording ampere meter ..	915 0				33,660 41

Local Board Office,
Puttalam, January 26, 1928.

C. L. WICKREMESINGHE,
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. 4,085.

(2) Date of Receipt : November 29, 1927.

(3) Applicant (Proprietor of the Trade Mark): CHARLES GOULD DAY, GEOFFREY STURT, and ARTHUR WILLIAM PITMAN, trading as F. F. DAY FOLEY & COMPANY, 14, Bartholomew Close, Aldersgate street, London E.C. 1., England Manufacturers and Merchants.

(4) Address for service in the Island : De Vos & Gratiaen, Colombo.

(5) Class : 38.

(6) Goods : Collars.

(7) Representation of the Trade Mark :

CLIMAX

C. COOMARASWAMY,
Registrar of Trade Marks.

Registrar-General's Office,
Colombo, February 15, 1928.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,091.

(2) Date of Receipt : December 2, 1927.

(3) Applicant (Proprietor of the Trade Mark): THE FISK RUBBER COMPANY (a corporation organized and existing under the laws of the State of Massachusetts), Chicopee Falls, County of Hampden, State of Massachusetts, United States of America ; Manufacturers.

(4) Address for service in the Island : Julius & Creasy, Colombo.

(5) Class : 40.

(6) Goods : Pneumatic and solid rubber tyres, rubber tubes and casings, and all goods manufactured from rubber and gutta percha, and accessories.

(7) Representation of the Trade Mark :

FISK

C. COOMARASWAMY,
Registrar of Trade Marks.

Registrar-General's Office,
Colombo, February 22, 1928.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,092.

(2) Date of Receipt: December 2, 1927.

(3) Applicant (Proprietor of the Trade Mark): THE FISK RUBBER COMPANY (a Corporation organized and existing under the laws of the State of Massachusetts), Chicopee Falls, County of Hampden, State of Massachusetts, United States of America; Manufacturers.

(4) Address for service in the Island: Julius & Creasy, Colombo.

(5) Class: 40.

(6) Goods: Pneumatic and solid rubber tyres, rubber tubes and casings, and all goods manufactured from rubber and gutta percha, and accessories.

(7) Representation of the Trade Mark:



Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 22, 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. 4,095.

(2) Date of Receipt: December 12, 1927.

(3) Applicant (Proprietor of the Trade Mark): SALADA TEA COMPANY OF CANADA, LIMITED (a Company incorporated under the Ontario Companies Act), Toronto, Canada; Merchants.

(4) Address for service in the Island: R. F. Burton, c/o Harrisons & Crossfield, Ltd., Colombo.

(5) Class: 42.

(6) Goods: Tea.

(7) Representation of the Trade Mark:

SALADA

Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 22, 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. 4,108.

(2) Date of Receipt: December 21, 1927.

(3) Applicant (Proprietor of the Trade Mark): JAMES JOHN WALL, DANIEL THOMAS RICHARDS and JOHN STIRLING MC INTYRE, trading as "LEIPER HAN AND COMPANY," Colombo; Estate Agents.

(4) Address for service in the Island, if any: — — —

(5) Class: 42.

(6) Goods: Tea.

(7) Representation of the Trade Mark:

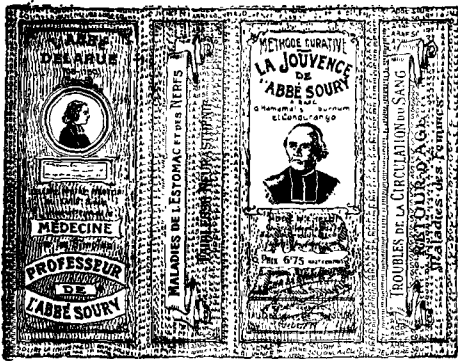


Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 22, 1928. Registrar of Trade Marks.

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. 4,115.
- (2) Date of Receipt : January 6, 1928.
- (3) Applicant (Proprietor of the Trade Mark): GAS-
TON COUSIN & MME. CHARLOTTE LAURENT,
49, Rue du Val d'Eauplet, Rouen, France.
- (4) Address for service in the Island : Julius & Creasy,
Colombo.
- (5) Class : 3.
- (6) Goods : Medicines for human use.
- (7) Representation of the Trade Mark :

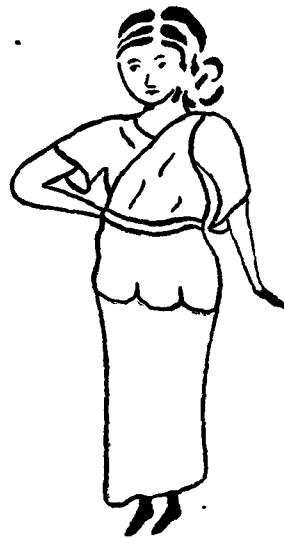


Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 22, 1928. Registrar of Trade Marks.

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. 4,119.
- (2) Date of Receipt : January 10, 1928.
- (3) Applicant (Proprietor of the Trade Mark): BROOKE
BOND CEYLON, LIMITED (a Company registered
under the Ceylon Joint Stock Companies Ordinances), 62,
Union place, Slave Island, Colombo; Manufacturers and
Merchants.
- (4) Address for service in the Island, if any : —.
- (5) Class : 42.
- (6) Goods : Tea.
- (7) Representation of the Trade Mark :



GIRL BRAND

Registrar-General's Office, C. COOMARASWAMY,
Colombo, February 22, 1928. Registrar of Trade Marks.

NOTICE UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."

Notice re Closing of Arrack Tavern.

NOTICE is hereby given that it is proposed to close the arrack tavern specified in the schedule below from October 1, 1928.

2. I shall be prepared to receive any written representation up to April 16, 1928, on which date at Puttalam Kachcheri, between the hours of 10 A.M. and 3.30 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such tavern.

C. L. WICKREMESINGHE,
Assistant Government Agent.

The Kachcheri,
Puttalam, February 17, 1928.

SCHEDULE.

1. Chenaikudiruppu arrack tavern, Puttalam District.

Notice re Closing of Arrack Taverns.

NOTICE is hereby given that it is proposed to close the arrack taverns specified in the schedule below from October 1, 1928.

2. I shall be prepared to receive any written representation up to April 16, 1928, on which date at Puttalam Kachcheri, between the hours of 10 A.M. and 3.30 P.M., I shall also be prepared to receive any verbal representation that may be made to me regarding the closing of such taverns.

C. L. WICKREMESINGHE,
The Kachcheri, Assistant Government Agent.
Puttalam, February 15, 1928.

SCHEDULE

1. Ihalamandalana arrack tavern, Demala hatpattu Puttalam District.
2. Karadipuval arrack tavern, Kalpitiya division Puttalam District.

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. 875.00
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
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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,
Chairman.

Provincial Road Committee's Office,
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
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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)	Kottegodde	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,
Chairman.

Provincial Road Committee's Office,
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
Sumatrawale 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 Vallekkellie Tea Company	Ouvahkellie	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,
Chairman.

Provincial Road Committee's Office,
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. Regula	570
F. A. & W. N. Fairlie (G. H. Callander)	Kowlahena and Conon	366
Sumatrawale 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 Vallekkellie Tea Company	Ouvahkellie	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,
Chairman.

Provincial Road Committee's Office,
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 Canganay	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-Lucecombe Branch Road.

Strengthening 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. 1,656.40

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.	Lucecombe and Heathfield	.. 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 Waterloo	.. 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	.. 180

1st to 6th section, 3·50 miles.

Proprietors or Agents.	Estates.	Acreage.
H. B. Daniel (Agent)	.. Annfield	.. 284
Do.	.. Kinloch	.. 121
George Steuart & Co.	.. Roscrea 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.	Acreage.
M. Elton Lane	.. Haloowella	.. 244

1st to 5th section, 3½ 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, 4½ 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 & Crossfield, Ltd.	.. Kincorea	.. 245
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1st to 10th section, 6½ 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
R. 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.	Acreage.
J. M. Robertson & Co.	.. Glentilt	.. 448
Sir Thomas Lipton	.. Bunyan	.. 298
Do.	.. Oyoca	.. 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.	.. Millothian	.. 244
Do.	.. Mocha	.. 588

1st to 6th section, 190·08 lines.

J. M. Robertson & Co.	.. Deeside	.. 441
Geo. Steuart & Co.	.. Glenugio	.. 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.	Acreage.
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 ..	Anufield ..	284
Do. ..	Kinlock ..	121
B. C. Scott ..	Ottery ..	382
H. M. McLeod ..	Erlsmere ..	170
George Steuart & 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. ..	Fordyce 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 ..	Abercairney ..	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, 3½ 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. ..	Looloowatte ..	309
S. P. Santhiveeran and M. Aiyasamy ..	Seeacumbura ..	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 Steuart & Co. (C. A. Johnson) ..	Cattarem ..	289
H. Wiggin ..	Doteloya ..	328
U. P. A. de Silva ..	Kitulgal ..	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. Malcolmson ..	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. K. DERSLEY,
Chairman.

Provincial Road Committee's Office,
Kandy, February 14, 1928.

Tuntota-Mandakondana Estate Road.

NOTICE is hereby given in terms of section 14 of the Estate Roads Ordinance, No. 12 of 1902, that a general meeting of the proprietors or resident managers of the estates interested in the above road will be held at the Office of the Government Agent, Kurunegala, on Saturday, March 17, 1928, at 10 A.M., for the purpose of electing a Local Committee.

H. S. MALORTIE HOARE,
for Chairman.

Provincial Road Committee's Office,
Kurunegala, February 17, 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,
for Chairman.
Provincial Road Committee's Office,
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, Detanagala, Ceylton, Pambagolla, Pinnawala ..	2,484

Mrs. M. C. Perera, Sirimedura, Bagatella road, Colombo ..	Waleboda ..	269*
Mr. S. T. de Silva, Pine Hill estate, Pelpola, Kalutara ..	Ferndale and Sherwood ..	70*
	Total ..	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,
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. Vanlengenbergh, St. Edwards Estate.	Matugama ..	22
	Udagama land ..	22

2nd section, 3·50 mile.

The Uplands Tea Co., Ltd. (Messrs. Whittall & Co., Agents) ..	Balangoda Group: Maratenna, Detanagala, Ceylton, Pambagolla, Pinnawala ..	2,484
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Proprietors or Agents.	Estates.	Acreage.
M. C. Perera, Sirimedura, Hagatelle road, Colombo	Waleboda	269*
Mr. B. 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. Abeyasingha Achige Don Sutwaris Appuhamy, Kesbewa	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-CHEETNOLE 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. Sup- pramaniam	Lady Smith and Alpa	102
Heirs of M. Sinnatamby, Balan- goda	Wewawatta	95
Messrs. H. and N. Worship	Morahala	559
Heirs of Messrs. F. S. Hill and H. M. Seel	Walawe	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.

J. M. DE SILVA,
Provincial Road Committee, for Chairman.
Ratnapura, February 14, 1928.

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	Glenella	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 Adikari- rallaye Appuhamy	Pitakele	44

Proprietors or Agents.	Estates.	Acreage.
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, Dolobage	Oonankanda	153
Do.	Uduwa	50
Mr. W. B. E. Fernando, "Dora Villa," Katukurunda, Kalutara	Kimberley	95
		3,220

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 Ernani	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	680
Panawatta Tea & Rubber Estates, Ltd. (Messrs. Whittall & Co., Agents)	Yogama	1,649½
J. A. Symons, Colombo (Messrs. Cumberbatch & Co., Agents)	Loolpola	59½
Rajawela Produce Co., Ltd. (Gordon Fraser & Co., Agents)	Maliyagoda	100½
I. L. M. Saig Abdulla, Panadure Store, Panadure	Ambagampole	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.)

	Rs.	Cent.
Government moiety	875	0
Private contributions	905	62
	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
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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. Harrisons & Crosfield, Ltd., Agents)	Sapumalkanda & Mahinkanda	1,053
Clunes Estates Co., Ltd. Messrs. Whittall & Co., Agents)	Clunes	614
Pindeniya Tea & Rubber Co., Ltd. (Messrs. Henderson & Co., Agents)	Reucastle	668
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrisons & 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. Harrisons & Crosfield, Agents)	Illuktenna Deraniyagala Group, 232	815
Mr. Allen Drieberg, Alfred place, Colombo (Mr. Rosslyn Koch, Agent)	Yakgalla	82
Mr. F. Foemaker, 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, Lassahena, Dehiowita	Lovedale	83
Messrs. Gordon Frazer & Co., Colombo	Panakura	245
Rubber Securities, Ltd. (Messrs. Harrisons & Crosfield and Co.)	Maligatenna	158½

Proprietors or Agents.	Estates.	Acreage.
Mr. Selwyn's Syndicate (Mr. B. M. Selwyn, Resident Manager, Mr. L. Archdale, Agent and Superintendent	Yatapolla	.. 300
Udapola Rubber Co. of Ceylon (Messrs. Gordon Frazer & Co., Agents)	Pladeniya	.. 160
Messrs. Aitken, Spence & Co., Colombo	Udapola	.. 794
New Chatel Estates, Ltd. (Messrs. Aitken, Spence & Co., Agents)	Maliboda	.. 1,245
Lassahena Rubber Co., Ltd. (Messrs. Aitken, Spence & Co., Agents)	Liniyagala	.. 890
Mrs. J. S. Wilson, Mr. B. M. Selwyn, Resident Manager	Lassahena	.. 534
Udabage Korala & Family	Kippen	.. 60
Messrs. Boustead Brothers, Agents	Bopekanda	.. 114
Messrs. Aitken, Spence & Co., Colombo	Miyanawita Company	.. 517
Messrs. Lee, Hedges & Co., Colombo	Velihinda	.. 342
Anhitiyagama Syndicate	Noori	.. 600
Mr. D. C. Wijewardena, Darley road, Colombo	Anhitiyagama	.. 462
Messrs. Harrison & Crosfield, Colombo	Kosgahakanda	.. 400
	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
Total	..	Rs. 14,140·00

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. Driberg, Proctor, Avissawella	Bertlands	.. 23

1st to 2nd section, 2 miles.

Mr. M. K. Cassiere, Dehiowita	.. Mass	.. 25
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1st to 3rd section, 3 miles.

Yatiantota Ceylon Tea Company, Ltd. (Messrs. Whittall & Co.)	.. Walpola Group	.. 1,023
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Proprietors or Agents.	Estates.	Cultivated Acreage.
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & Crosfield, Ltd., Agents)	Sapumalkanda and Mahinkanda	.. 1,053
Clunes Estates Co., Ltd. (Messrs. Whittall & Co., Agents)	Clunes	.. 614
Pideniya 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.		
Sapumalkanda Rubber Co., Ltd. (Messrs. Harrison & Crosfield, Agents)	Illuktenna Deraniyagala Group, 232	815
Mr. Allan Driberg, Alfred place, Colombo (Mr. Rosslyn Koch, Agent)	Yakgalla	.. 82
Mr. F. Foenander, Clifford place, Bambalapitiya, Colombo (Mr. Rosslyn Koch, Agent)	Jacklyn	.. 49
Mr. Rosslyn Koch	Pandeniya	.. 71
Mr. M. Perera, Mudaliyar, Kotahena, Colombo	Panawalkanda	.. 30
Mr. L. Archdale, Lassahena, Dehiowita	Lovedale	.. 83
Messrs. Gordon Frazer & Co., Colombo	Panakura	.. 245
Rubber Securities, Ltd. (Messrs. Harrison & Crosfield, Agents)	Maligatenna	.. 158½
Mr. Selwyn's Syndicate, Mr. B. M. Selwyn, Resident Manager	Yatapolla	.. 300
Mr. L. Archdale, Agent and Superintendent	Paladeniya	.. 160
Udapola Rubber Co. of Ceylon Ltd. (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
Lassahena Rubber Co., Ltd. (Messrs. Aitken, Spence & Co., Agents)	Lassahena	.. 534
Mrs. J. S. Wilson, Mr. B. M. Selwyn, Resident Manager	Kippen	.. 60
Udabage Korala and family	Bopekanda	.. 114
Messrs. Boustead Brothers, Agents	Miyanawita Company	.. 517
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
	Total	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.

GOVERNMENT NOTIFICATIONS.

(Continued from page 818)

Notification under Land Sale Regulations Nos. 59 and 60.

L 1096/27

IN 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.

By His Excellency's command.

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

A. G. M. FLETCHER,
Colonial Secretary.

"THE CEYLON RAILWAYS ORDINANCE, 1902."

T 206 27

IT is hereby notified that the portion of the road which the Ceylon Government Railway crosses at 52 miles 41 chains 40 links between Rambukkana and Kadigamuwa, in the Province of Sabaragamuwa, which is set out in Schedule I. hereto, is declared to be an occupation crossing within the meaning of section 35 of the above-named Ordinance, subject to the conditions contained in Schedule II. hereto.

General Manager's Office,
Colombo, February 17, 1928.

T. E. DUTTON,
General Manager.

SCHEDULE I.

Mileage. M. C. L.	Description.	Class.
52 41 40	Level crossing from the Mawanella and Rambukkana road leading to Mr. N. H. Keerthiratne's house "Siri Niwasa"	III.

SCHEDULE II.

1. The grant of such a crossing is accepted as a privilege, and the owner or occupier, hereafter called the applicant, to whom it is granted will apply each year in December for the renewal of the privilege. If not renewed in writing before December 31, the crossing may be closed by the General Manager.
2. The applicant will pay the first cost of providing the crossing together with gates, fencing, locks, chains, roadway, notice boards, and all items necessary in the opinion of the General Manager; he shall also pay an annual rental of Rs. 10 for the maintenance of the crossing.
3. If in the opinion of the General Manager complete renewal of the gates or fencing or other appliances becomes necessary, the applicant shall in addition meet the cost of such renewal.
4. The applicant shall observe and accept all the conditions laid down in section 35 of the Railway Ordinance, No. 9 of 1902.
5. If a roadway is required as an approach to the crossing across Railway land, the applicant shall apply for a separate lease for such roadway under such conditions and terms as may be agreed between him and the General Manager.
6. The crossing is granted on the understanding that its use may be allowed by the General Manager to other adjoining landowners or occupiers on payment of a proportion of the cost of the crossing or renewals to be fixed by the General Manager and of a rent for its maintenance.