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THE CEYLON GOVERNMENT GAZETTE

No. 7,633 — FRIDAY, MARCH 9, 1928.

Published by Authority.

PART I.—GENERAL.

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

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SUPPLEMENT :

The INDEX to the *Gazette* for the Second Half-Year of 1927.

COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATION BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

K 365/27

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by a Proclamation dated December 15, 1925, published in *Government Gazette* No. 7,504 of December 18, 1925, the Chief Headmen's divisions of Udukinda, Yatikinda, Wiyaluwa, Wellassa, Buttala, Bintenna, and Wellawaya of the Badulla District, Province of Uva, were, under section 6 (1) of "The Village Communities Ordinance, No. 9 of 1924," subdivided into the villages or groups of villages set out in the schedule thereto:

And whereas by a Proclamation dated June 25, 1927, published in *Government Gazette* No. 7,592 of July 1, 1927, the said subdivisions were varied as specified in the schedule thereto:

And whereas it is unnecessary that the Chief Headman's division of Bintenna should be subdivided:

Now know Ye that We, the Governor in Executive Council, in pursuance of the powers vested in Us by section 6 (1) of the said Ordinance, as amended by Ordinance No. 10 of 1927, do hereby declare that the Chief Headman's division of Bintenna shall not be subdivided, and that the said Proclamation dated December 15, 1925, as amended and varied by the Proclamation dated June 25, 1927, shall have no effect in so far as any subdivision of the Chief Headman's division of Bintenna is thereby made, but shall otherwise have full force and effect.

Colombo, March 6, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 101 of 1928.

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

Mr. H. COLLINS to be Additional Government Agent, Province of Sabaragamuwa, from March 7, 1928, until further orders.

Mr. I. WICKREMESINGHE to the office of Assistant at Kalutara to the Government Agent, Western Province; Deputy Fiscal for the Kalutara District; Additional Police Magistrate for the judicial divisions of Kalutara and Panadure; Assistant Collector of Customs, Beruwala; Local Authority under the Petroleum Ordinance for the District of Kalutara; and Receiver of Wrecks for the District of Kalutara, from March 8, 1928, until further orders.

Mr. S. H. WADIA to act in the office of Assistant for the Districts of Puttalam and Chilaw to the Government Agent, North-Western Province; Deputy Fiscal for the Districts of Puttalam and Chilaw; Additional Police Magistrate for the Districts of Chilaw and Puttalam; Additional Superintendent of Police, Puttalam; Local Authority under the Petroleum Ordinance for the Districts of Chilaw and Puttalam; Assistant Collector of Customs, Kalpitiya; and Receiver of Wrecks for the District of Puttalam, from March 7, 1928, until further orders.

Mr. R. B. NAISH to be Assistant Controller of Revenue from March 6, 1928, until further orders.

Mr. E. R. DE SILVA to act as Registrar-General of Lands, and of Marriages, Births, and Deaths; Visitor of the Lunatic Asylum; Registrar of Joint Stock Companies under the Joint Stock Companies Ordinance; and to be a Justice of the Peace for the Island, from February 23, 1928, during the absence on leave of Mr. C. COOMARASWAMY, or until the resumption of duties by that officer.

The Notification regarding Mr. DE SILVA's appointment, which appeared on page 896 of the *Gazette* of March 2, 1928, is cancelled.

Mr. M. H. KANTAWALA to the office of District Judge, Ratnapura; Additional Commissioner of Requests and Additional Police Magistrate, Ratnapura; and Additional District Judge, Avissawella, with effect from March 2, 1928, until further orders.

Mr. C. J. A. MARSHALL to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Avissawella, from March 15 to 19, 1928, inclusive, during the absence of Mr. E. F. MARSHALL, or until the resumption of duties by that officer.

Mr. J. W. R. ILANGAKOON to be Additional District Judge, Colombo, from March 5 to 30, 1928, inclusive.

Mr. R. B. CROSETTE THAMBIAH to act as a Crown Counsel from March 5 to 30, 1928, inclusive, or until further orders.

Mr. M. A. ARULANANDAN to act as Additional District Judge and Additional Commissioner of Requests and Police Magistrate, Jaffna, with effect from March 5, 1928, until further orders.

Mr. M. H. KANTAWALA to be, in addition to his own duties, Additional District Judge, Jaffna, on March 13, 1928.

Mr. T. B. PANABOKKE to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, from March 9 to 12, 1928, inclusive, during the absence of Mr. G. L. DAVIDSON, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNE to act as Commissioner of Requests and Police Magistrate, Ratnapura, and Additional District Judge, Ratnapura, during the absence of Mr. W. SANSONI, on March 6 and 7, 1928, or until the resumption of duties by that officer.

Mr. H. W. E. DIAS WANIGASEKARA to be Additional Commissioner of Requests, Matale, on March 10, 1928.

Mr. M. A. PEERA to be Additional Police Magistrate, Kandy, on March 3, 1928.

Mr. L. V. B. DE JACOLYN SENEVIRATNE and Mr. O. M. E. GEORGESZ to be Commissioners for Oaths for the judicial division of Avissawella.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 9, 1928. Colonial Secretary.

No. 102 of 1928.

IT is hereby notified that the Notification No. 92 dated February 22, 1928, appearing in the *Gazette* of February 24, 1928, is hereby cancelled in so far as it relates to the appointment of Mr. J. W. R. ILANGA KOON as Additional District Judge, Colombo, from March 5 to 30, 1928, inclusive, in addition to his own duties.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 1, 1928. Colonial Secretary.

No. 103 of 1928.

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

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 6, 1928. Colonial Secretary.

No. 104 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Captain E. T. FULCHER, Quartermaster, Ceylon Defence Force, to act as Staff Officer and Paymaster, Ceylon Defence Force, *vice* Captain I. A. BROWN, deceased, from February 5, 1928, or until further orders.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 5, 1928. Colonial Secretary.

No. 105 of 1928.

Ceylon Garrison Artillery. (Retirement.)

Colonel Sir EDWIN JAMES HAYWARD, C.B.E., V.D., retires February 20, 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to grant Colonel Sir EDWIN JAMES HAYWARD, C.B.E., V.D., permission to wear the uniform of the Ceylon Garrison Artillery.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 7, 1928. Colonial Secretary.

No. 106 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion in the Ceylon Engineers:—

To be Captain.

Lieutenant BERTRAND LAMBERT DREIBERG.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 7, 1928. Colonial Secretary.

No. 107 of 1928.

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

To be Second Lieutenants.

Mr. HAROLD SIDNEY ARMSTRONG.
Mr. JAMES FELTON SENEVIRATNE.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 8, 1928. Colonial Secretary.

No. 108 of 1928.

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

To be Second Lieutenant.

Mr. HENRY KRIEKENBEEK SPOULE KEYT.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 8, 1928. Colonial Secretary.

No. 109 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to accept the resignation by Honorary Second Lieutenant THANASEVI AMARASINGHE of his Commission in the Ceylon Cadet Battalion, with effect from February 22, 1928.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 6, 1928. Colonial Secretary.

No. 110 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the proviso to section 23 of Ordinance No. 10 of 1861, to appoint Messrs. A. DYSON ROOKE and A. J. HAMILTON HARDING to be Additional Members of the District Road Committees of Matale and Nuwara Eliya, respectively, for the years 1928, 1929, and 1930.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 5, 1928. Colonial Secretary.

No. 111 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. RAMBUKKANA-MAGGONAGE RICHARD SIMON PERERA of Gorakana, Moratuwa, to be

a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,

Colonial Secretary's Office. A. G. M. FLETCHER,
Colombo, March 1, 1928. Colonial Secretary.

No. 112 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. KARIAPPERUMA ATUKORALALAGE DHARMASEKHARA SENARATNA KARIAPPERUMA to be a Notary Public throughout Panadure totamune of Kalutara District, with residence and office at Nalluruwa and an additional office at Mahawila, and to practise as such in the Sinhalese language.

By His Excellency's command,

Colonial Secretary's Office. A. G. M. FLETCHER,
Colombo, March 1, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. SENKONDA-ARACHCHIGE DON ABRAHAM ABEYSIRIWARDANE to be Additional Registrar of Lands of the Matara District, with effect from March 2, 1928, *vice* Mr. H. S. JAYAKURU, transferred.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, February 25, 1928. Colonial Secretary.

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

Mr. WIJEMUNI DUBLIUS DE ZOYSA to act as Registrar of Lands, Kurunegala, for twenty-six days from March 6, 1928, during the absence of the Registrar, Mr. E. DE S. GUNAWARDANA, on leave.

Registrar-General's Office, E. R. DE SILVA,
Colombo, February 29, 1928. Acting Registrar-General.

IT is hereby notified that I have appointed DISANAYAKA MUDIYANSELE MEDDUMA BANDA (provisionally) as Registrar of Marriages (Kandyan and General) of Pata Hewabeta No. 1 Division, in the Kandy District of the Central Province, with effect from March 1, 1928. His office will be at Rambukewatta in Ketawala.

Registrar-General's Office, E. R. DE SILVA,
Colombo, February 29, 1928. Acting Registrar-General.

IT is hereby notified that I have appointed WIBADDE WIRAKOON MUDIYANSELAGE PALAMAKUMBURE UKKU BANDA to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Pata Dumbara No. 1 Division, in the Kandy District of the Central Province, for fourteen days, with effect from March 5, 1928, *vice* WIBADDE WIRAKOON MUDIYANSELAGE PALAMAKUMBURE KIRI BANDA, on leave. His office will be at Maragastennewatta in Hurikaduwa.

Registrar-General's Office, E. R. DE SILVA,
Colombo, February 29, 1928. Acting Registrar-General.

IT is hereby notified that I have appointed AFFUCUDDY APPUTHURAI to act as Deputy Medical Registrar of Births and Deaths of Mullaittivu town division, in the Mullaittivu District of the Northern Province, for two days, with effect from February 28, 1928, *vice* SETTAMPALAM SUBRAMANIAM, on leave. His office will be at the Civil Hospital, Mullaittivu.

Registrar-General's Office, E. R. DE SILVA,
Colombo, February 28, 1928. Acting Registrar-General.

IT is hereby notified that I have confirmed SAMARAKOON MUDIYANSELAGE TIKIRI BANDA in his appointment as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Uda Bulatgama No. 2 Division, in the Kandy District of the Central Province.

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 6, 1928. Acting Registrar-General.

IT is hereby notified that I have confirmed SETHAMPARAPILLAI UDAIYAR SINNATHAMBY in his appointment as Registrar of Marriages (General) of Vavuniya South division, in the Mullaittivu District of the Northern Province, with effect from March 1, 1928.

Registrar-General's Office, E. R. DE SILVA,
Colombo, February 29, 1928. Acting Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed HANDAPANGODAMUDALIGE DON CHARLES JAYAWARDANA to act as Registrar of Births and Deaths of Hanwella division, and of Marriages (General) of Meda pattu of Hewagam korale division, in the Colombo District of the Western Province, for thirty days from February 20, 1928, during the absence of the Registrar, DON CORNELIS RUPASINHA JAYAWARDANA, on leave. His office will be at Rukhenlanda in Jaltara.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON CHARLES EDIRIMANNE to act as Registrar of Births and Deaths of Uduwara division, and of Marriages (General) of Munwattabage pattu division, in the Kalutara District of the Western Province, for seven days from February 27, 1928, during the absence of the Registrar, CECIL TILLEKARATNE, on leave. His office will be at Ampitigalawalawwa in Ampitigala.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON DAVID KARUNATILLEKE to act as Registrar of Births and Deaths of Bellapitiya division, and of Marriages (General) of Munwattabage pattu division, in the Kalutara District of the Western Province, for thirty days from March 1, 1928, during the absence of the Registrar, DON PULLORIS KARUNATILLEKE, retired. His office will be at Kottunnewatta in Dombagoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON JOHANIS JAYANETTI to act as Registrar of Births and Deaths of Welipenna division, and of Marriages

(General) of Walallawiti pattu division, in the Kalutara District of the Western Province, for thirty days from March 1, 1928, during the absence of the Registrar, DON MARTHENIS JAYANETTI, retired. His office will be at Muttettuwatta in Lewanduwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON LUTAS KOTALAWALA to act as Registrar of Births and Deaths of Kalupana division, and of Marriages (General) of Kumbuke pattu division, in the Kalutara District of the Western Province, for three days from March 6, 1928, during the absence of the Registrar, DON ROMANIS KOTALAWALA, on leave. His office will be at Karandemandiyelanda in Kahatapitiya.

The Additional Assistant Provincial Registrar, Matale, has appointed WIKRAMASINHA NAVARATNA ABAYAKON PANDITA WAHALA MUDIYANSELAGE SENEVIRATNA BANDARA HAPUGODA to act as Registrar of Births and Deaths of Gampahasiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for fifteen days from February 25, 1928, during the absence of the Registrar, HAKMANA DASANAYAKA WASALA BANDARA AMUNUGAMA WIJERATNE RAJANAYAKA WALAWWE MUTTU BANDA DORAKUMBURA, on leave. His office will be at Dissawewalawewatta in Dorakumbura; station: Ihalagedarawatta in Talagasyaya.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed EKANAYAKA MUDIYANSELAGE BANDA to act as Registrar of Births and Deaths of Gravets division, and of Marriages (General) of Nuwara Eliya town and Gravets division, in the Nuwara Eliya District of the Central Province, for twenty days from March 3, 1928, during the absence of the Registrar, HERATH ATAPATTU WASALA MUDIYANSELAGE HERATH BANDA PETHIYAGODA, on sick leave. His office will be at house No. 54, Nanu-oya.

The Additional Assistant Provincial Registrar, Galle, has appointed BARTHOLOMEUS 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, on February 28, 1928, during the absence of the Registrar, JOHN DIAS ABEYWICKRAMA GUNASEKERA, on leave. His offices will be at Pillegewatta and Sallappugewatta in Habaraduwa.

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 28, 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 NANAYAKKARAWASAN PALLEGE LEIRIS WIJESSEKERA to act as Registrar of Births and Deaths of Hapugala division, and of Marriages (General) of Four Gravets of Galle and Aknimana division, in the Galle District of the Southern Province, for six days from March 1, 1928, during the absence of the Registrar, WELIGAMA PALLIYEGURUGE WILLIAM DE SILVA, on leave. His offices will be at Pelawatta in Kalegana and Tumbepittaniya at Hapugala.

The Additional Assistant Provincial Registrar, Galle, has appointed NICULAS JAYAWARDENA, to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for thirty days from March 2, 1928, vice Registrar, WITANAWASAN JEERIS DE SILVA, suspended. His office will be at Talagahawatta in Tellambure.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ANDRAYAS RUBASINHA GUNAWARDENA to act as Registrar of Births and Deaths of Neluwa division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for fourteen days from March 5, 1928, during the absence of the Registrar, DON JAMES RUBASINHA GUNAWARDENA, on leave. His office will be at Okandewatta at Batuwangala.

The Assistant Provincial Registrar, Matara, has appointed DON HENDRICK SEPARAMADU PINIDIYA to act as Registrar of Births and Deaths of Four Gravets No. 2 Division, and of Marriages (General) of Matara town and gravets division, in the Matara District of the Southern

Province, on February 27, 1928, during the absence of the Registrar, ABRAHAM DE SILVA WIEASINGHA, on leave. His offices will be at Gasyatawatta *alias* Gabadagewatta in Tudawa and Barandigewatta in Gandaragoda.

The Assistant Provincial Registrar, Matara, has appointed DON DULIUS WICKRAMARATNA GUNASEKERA to act as Registrar of Births and Deaths of Akuressa division, and of Marriages (General) of Weligam korale division, in the Matara District of the Southern Province, for two days from March 6, 1928, during the absence of the Registrar, PATIRANAGE DON ALLIS, on leave. His office will be at Amuhenewatta in Poramba.

The Assistant Provincial Registrar, Batticaloa, has appointed MUHAMMATULEVVAI UDAYAR UTHUMALEVVAI to act as Registrar of Births and Deaths of Sammanturai pattu south division, in the Batticaloa District of the Eastern Province, for seven days from February 27, 1928, during the absence of the Registrar, MUKAMMATUKASIM LEVVAIPPODI PAKKIRLEVVAI, on leave. His office will be at Sammanturai, station: Chorikkalmunai.

The Provincial Registrar, Kurunegala, has appointed PERUMBULI MUDIYANSELAGE CHARLES APPUHAMY to act as Registrar of Births and Deaths of Moda pattu korale east division, and of Marriages (General) of Katugampola hatpattu division, in the Kurunegala District of the North-Western Province, for twenty days from March 5, 1928, during the absence of the Registrar, DINGIRI BANDA WEERASINGHE, on leave. His office will be at Naran-gamuwa.

The Assistant Provincial Registrar, Puttalam, has appointed BASTIAN KORALLAGE CLEMENTI RODRIGO to act as Registrar of Births and Deaths of Puttalam pattu north division, and of Marriages (General) of Puttalam pattu and Gravets division, in the Puttalam District of the North-Western Province, for eight days from February 24, 1928, during the absence of the Registrar, JAYAMANNA-MOHOTTIGE DON SIMON, on leave. His office will be at Kuruvikulam.

The Assistant Provincial Registrar, Badulla, has appointed DENIPITIYE IHALAGAMAGEI JUWANIS APPUHAMY 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 three days from March 1, 1928, during the absence of the Registrar, BALASURIYAGE DON SIMAN DHARMAPALA, on leave. His office will be at Weliare.

The Provincial Registrar, Ratnapura, has appointed WATUYAYE GAMAETIRALLAYE YASAWARDENA to act as Registrar of Births and Deaths of Tambiliana division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for sixteen days from February 29, 1928, during the absence of the Registrar, WATUYAYE GAMAETIRALLAYE GUNAWARDENA, on leave. His office will be at Higgashenyaye Pelapolwatta in Watuyaya.

The Assistant Provincial Registrar, Kegalla, has appointed KURUWITA ARACHCHIGE MAETIN APPUHAMY to act as Registrar of Births and Deaths of Dehigampal Egodapota division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, on March 1, 1928, during the absence of the Registrar, KURUWITA ARACHCHIGE APPUSINNO, on leave. His office will be at Hitinawatta in Imbulana.

Registrar-General's Office,
Colombo, March 5, 1928.

E. R. DE SILVA,
Acting Registrar-General.

THE Notification relating to the appointment of TAMPA-PILLAI NAGAMUTTU APPADURAI as Registrar of Births and Deaths of Tellippalai division, and of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for five days from December 19, 1927, published in *Government Gazette* No. 7,625 of January 30, 1928, is hereby cancelled.

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

E. R. DE SILVA,
Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

“THE HOLIDAYS ORDINANCE, No. 1 of 1928.”

O 226/26

IT is hereby notified that His Excellency the Governor has been pleased, under the provisions of section 7 of Ordinance No. 1 of 1928, to appoint that Maundy Thursday, April 5, 1928, shall be a Bank Holiday.

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

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

O 226/26

IT is hereby notified that March 23, 1928, being the day following the end of Ramazan, will be observed as a Public and Bank Holiday.

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

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

G 1135/27

IN terms of section 24 of the Minute of December 9, 1908, it is hereby notified that the under-mentioned officer, seconded for service, will be allowed to count the period of his temporary employment for pension purposes:—

Name.	Pensionable Appointment.	Seconded Service.
Mr. A. de Alwis	Clerk in Class III. of the Clerical Service	Clerk. Warehouse No. 2, Kalutara (Excise Department)

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

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

Z 58/28

IT is hereby notified that Messrs. V. Senathi Rajasegaram and K. S. Mahesa Sarma have passed the Notaries Final Examination with a view to practising in the Tamil language.

Colonial Secretary's Office,
Colombo, March 2, 1928.

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

“THE REVENUE COLLECTION ORDINANCE, 1925.”

V 116/26

REGULATION made by His Excellency the Governor in Executive Council, under section 3 (1) of the provisions of the above-named Ordinance, for the Urban District Council limits of Negombo.

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

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

REGULATION REFERRED TO.

The revenue required or authorized to be paid on licences issued by the Urban District Council of Negombo, under the provisions of the Motor Car Ordinance, 1927, shall be paid or collected in money.

“THE REVENUE COLLECTION ORDINANCE, 1925.”

V 116/26

REGULATION made by His Excellency the Governor in Executive Council, under section 3 (1) of the provisions of the above-named Ordinance, for the Urban District Council limits of Ratnapura.

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

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

REGULATION REFERRED TO.

The revenue required or authorized to be paid on licences issued by the Urban District Council of Ratnapura, under the provisions of the Motor Car Ordinance, 1927, shall be paid or collected in money.

"THE EDUCATION ORDINANCE, NO. 1 OF 1920."

E 331/27

BY-LAWS made by the Chilaw Education District Committee, under the provisions of the above-named Ordinance, approved by the Board of Education, and confirmed by His Excellency the Governor in Executive Council.

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAWS REFERRED TO.

1. *Definitions.*—The terms "boy," "girl," and "child" shall mean a boy, or a girl, or a child residing in the area described in Schedule A hereto.

The term "attendance" shall mean an attendance for the period defined by the Code as constituting a full attendance recorded in an Attendance Register in the manner prescribed by the Code.

The term "Code" shall mean the Code for Assisted Schools for the time being sanctioned by His Excellency the Governor in Executive Council.

The term "District Committee" means the Urban Education District Committee of Chilaw.

The term "school" shall mean any school recognized by the Director of Education, and shall include the schools specified in Schedule B hereto.

2. The Committee shall meet, ordinarily at 2.30 P.M. once every three months, on such dates as the Committee shall decide upon.

3. A record of the proceedings of meetings shall be kept in a book, and copies of such records circulated among members immediately after the meeting.

4. *Children to attend School.*—The parent of every boy of not less than 6 nor more than 14 years of age, and the parent of every girl of not less than 6 nor more than 12 years of age, or in the case of Muslim and Tamil girls of not less than 6 nor more than 10 years of age, shall cause such boy or girl to attend school unless he has made other adequate and suitable provision for the education of such boy or girl. Provided, in the case of girls, that their attendance shall not be compulsory, unless a separate female teacher is provided; further, that no boy under 8 and no girl shall be compelled to attend school where the distance from his or her residence to the school along the shortest route exceeds $1\frac{1}{2}$ miles and no boy over 8 shall be compelled to attend school where the distance exceeds 2 miles.

And provided always that when a child between 10 and 14 years of age, being beneficially employed to the satisfaction of the Chairman, Education District Committee, has received a certificate from an Inspector of Schools that he or she has passed in Reading, Writing, and Arithmetic the examination prescribed by the Code for the Fourth Standard he or she shall not be required to attend school.

The area described in Schedule A is an area within which efficient provision has been made for elementary education by means of schools situated either within or outside such area.

5. *Time of Attendance.*—The time during which every child shall attend school shall be the whole time for which the school shall be open for the instruction of children of similar age.

6. Every parent who shall not observe, or shall neglect or violate these by-laws or any of them, shall, upon conviction, be liable to a fine not exceeding Rs. 5 for each offence, and to an additional fine not exceeding Re. 1 per day in the case of a continuing offence.

7. No elementary school shall be kept open for the purpose of giving instruction to pupils for more than 6 hours a day, including intervals for meals, &c. The hour at which school work should commence may be left to the discretion of the Manager or the Headmaster, but no school should open earlier than 8 A.M. or later than 10 A.M. The school time table should be approved by the Inspector of Schools.

8. No elementary school shall, except with the permission of the Divisional or District Inspector of Schools, be kept open for school work on more than 5 days a week or less than 180 days a year.

SCHEDULE A.

Present Administrative Limits of the Chilaw Urban District Council.

North.—A line starting from the sea, along the eastern shore of the Chilaw lake up to the canal, and thence along the western bank of the canal up to the bridge over the canal.

North-east.—A line starting from the bridge over the canal along the eastern side of the Wattakkaliya road, the northern boundary of lot 58702 in town plan, the path marked in town plan, thence along that path to the Puttalam road, and thence along the eastern side of Puttalam road to Lunu-odai, along Lunu-odai to lot 57311, thence along the northern and eastern boundaries of the said lot the old gravets marked in town plan, the northern and eastern boundaries of lot 487/V 2 and the northern boundary of lot S 2, and the northern boundary of the new dhobies' tank to its eastern corner.

East.—A line along the eastern boundary of the new dhobies' tank, across Wariyapola road, along the eastern boundary of Mr. Advocate Corea's land till its south-eastern end.

South-east.—A line from the south-eastern corner of Mr. Advocate Corea's land, along its southern boundary, and along the southern boundary of Mr. De Mel's estate, eastern and southern boundaries of lot 487/U 3, eastern and southern boundaries of lot 487/5, southern boundary of lot 5/39, eastern boundaries of lots L 1230, M 1230, N 1230, southern boundaries of lots N 1230, M 1230, to Colombo road, thence along the eastern side of Colombo road to a point opposite the northern corner of lot 1079 across the road, along the northern and western boundaries of the said lot to the railway line, thence along the eastern side of the railway line to lot Y marked in town plan, thence across the railway line, along the southern boundaries of lots X and Y in the said plan; and along the southern boundaries of lot V 214 and lot W 214 to the Chilaw lake, thence along the eastern shore of the Chilaw lake to the north-west corner of lot 13233, thence a line across the lake to the north-eastern corner of lot L 1194, along the northern boundary of the said lot L 1194, along the road marked in the town plan to the north-eastern corner of lot 205394 in town plan.

South.—A line starting from the north-east corner of lot 205394, along the northern and western boundaries of the said lot 205394, southern boundaries of lots 205421 and 316, and thence a straight line starting from the north-east corner of the general cemetery along its southern boundary to the sea.

West.—The sea.

SCHEDULE B.

English Schools.

Roman Catholic Boys' School, Chilaw.
Roman Catholic Girls' School, Chilaw.

Vernacular Schools.

Roman Catholic Boys' School, Chilaw.
Roman Catholic Girls' School, Chilaw.

“THE CO-OPERATIVE SOCIETIES ORDINANCE, No. 34 OF 1921.”

A 97/27

It is hereby notified that the rules set out in the schedule hereto, which were made by His Excellency the Governor in Executive Council under section 37 of the above-named Ordinance, were duly laid before the Legislative Council in conformity with sub-section (3) thereof and have not been disallowed or amended.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

1. The following rule shall be substituted for rule 1 of the rules set out in the schedule to “The Co-operative Societies Ordinance, No. 34 of 1921” :—

Heads (a) and (b).

Application for membership.

1. Any ten or more persons who are qualified in accordance with the requirements of section 4 of the Ordinance, or any two or more more registered societies and each of whom agrees—

- (a) Where the capital is not to be raised by the issue of shares, to make to the society a payment in respect of membership of not less than Re. 1 ;
- (b) Where the capital is to be raised by the issue of shares, to acquire an interest in such society to the extent of not less than one share—

may apply in Form A to the Registrar to be registered under section 7 as a Co-operative Society.

2. The following rule shall be substituted for rule 2 of the said rules :

scrutiny by Registrar.

2. The Registrar shall examine the application for the purpose of registration.

3. The following form shall be substituted for Form A (Form of Application for Registration of a Co-operative Society) contained in the said rules :—

A.—Form of Application for Registration of a Co-operative Society.

- (1) Name of proposed society : _____.
- (2) Area of operations : _____.
- (3) Objects of society : _____.
- (4) If capital is to be raised by issue of shares, number and amount of shares which it is proposed to issue : _____.
- (5) Amount of capital which it is intended to raise by loan or deposit : _____.
- (6) Whether limited or unlimited liability is desired : _____.
- (7) Qualifications proposed for membership of society : _____.
- (8) Language and character in which the books and accounts will be kept : _____.
- (9) Name of Secretary or other officer appointed to perform the duties of secretary of proposed society : _____.
- (10) Address of the society for purposes of registration : _____.

We, the undersigned, _____, * apply that the above society may be registered as a Co-operative Society under section 7 of “The Co-operative Societies Ordinance, No. 34 of 1921.”

Signatures :—

Name.	Age.	Residence.	
		Village or Town.	Province.

* Where the application is on behalf of registered societies, and “ being duly authorized on behalf of the _____ Co-operative Society, and of the _____ Co-operative Society to make this application.”

4. The following rule shall be substituted for rule 8 of the said rules as the same is contained in the Notification dated February 3, 1926, published in Government Gazette No. 7,511 of February 5, 1926 :—

Head (i).

Conditions relating to the raising of capital and the limits of capital raised by loans or deposits from persons other than members.

8. A society shall raise its capital in one or more of the following ways :—

- (a) By the issue of preference or ordinary shares ;
- (b) By making a member pay in respect of membership a sum not less than Re. 1 ;
- (c) By deposits from members or from persons other than members ;
- (d) By loans from members or from persons other than members.

Subject to the provisions hereinafter contained, a society may receive deposits from members and persons (or institutions) who are not members, provided that the total of such borrowings does not exceed the limit fixed from time to time by the Registrar for a particular society or for a particular class of societies.

5. The following rule shall be substituted for rule 25 of the said rules :—

Head (t).

Conditions for application to Government for help.

25. A registered society applying for the financial assistance of Government shall do so on Form C appended hereto. The application shall be signed by the President of the Society, and shall be forwarded to the Government through the Registrar.

FORM C.—THE LOCAL LOANS AND DEVELOPMENT FUND.

(Under Ordinance No. 22 of 1916.)

Form of Application for Loan by a Co-operative Society.

1. Name of the Registered Society ..	
2. Whether the Society is under any financial liability to the Government at date of application, and if so, to what amount	
3. Maximum liability fixed by the Annual General Meeting in terms of by-law 21 (7) ..	
4. Whether the liability of each member of the Society is limited or unlimited ..	
5. Amount of loan required	
6. Date on which it is required	
7. (a) Total amount of deposits (b) Total amount of other debts	
8. Amount of Paid-up Capital at date of application (to be filled in only if the applicant Society is of limited liability)	

I certify that the particulars mentioned above are correct, and that this application was approved in terms of by-law 20 (5) at a Committee Meeting held on _____ at which a quorum was present in terms of by-law 20.

Date, _____, 19—.

President, Co-operative Society.

Opinions and Recommendations of Registrar of Co-operative Societies.

“THE FOREST ORDINANCE, 1907.”

L 1182/27

RULE made by His Excellency the Governor in Executive Council under section 21 (1) (b) of the above-named Ordinance.

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

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

RULE.

A royalty of 2 (two) cents per crude leaf shall be levied on leaves of the Talipot palm (*Corypha umbraculifera*, Tala S., Talappattu T.) the produce of forests.

“THE MOTOR CAR ORDINANCE, 1927.”

W 634/27

REGULATION made by His Excellency the Governor in Executive Council under section 59 (2) of the above-named Ordinance.

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

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

REGULATION.

The speed limit for all classes of motor cars on the highway known as “Moor street” in Dikwella, in the Matara District of the Southern Province, shall be 12 miles per hour.

G 122/28

APPPLICATIONS on form General 187 (F 2) from officers in Class III. of the Clerical Service for transfer to the post of Second Clerk, Panwila Courts, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before March 19, 1928.

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

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

A PPLICATIONS on form General 187 (F2) from officers in Class II. of the Clerical Service for transfer to the Batticaloa Kachcheri will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before March 19, 1928.

The applicants should be able to read, write, and interpret in Sinhalese.

Colonial Secretary's Office,
Colombo, March 9, 1928.

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

Notification under Land Sale Regulations Nos. 59 and 60.

L 82/28

NOTICE is hereby given under Land Sale and Lease Regulations Nos. 59 and 60 that an application has been made to the Assistant Government Agent, Mannar, by Mr. Swampillai Paul Muttiah, Agent of the Standard Oil Company, for the lease to him, without competition, of an allotment of land in extent 20 feet by 20 feet, called Mattirakkam and forming part of lot 113 in final town survey preliminary plan No. 15, situated in the Grand Bazaar division, within the Sanitary Board limits of Mannar town, for the purpose of erecting a kerosine oil store.

As the land applied for is to be used for the purpose of putting up a kerosine oil store and as such a store will serve the needs of the local population of Mannar, the Government will lease the said land at a rental of Rs. 20 per annum, without premium and without competition, to Mr. Swampillai Paul Muttiah, Agent, Standard Oil Company, for a period of 20 years, with quinquennial revision of the rent, on certain terms and conditions, unless valid cause is shown to the contrary in writing to the undersigned within six weeks from the date of this notice.

Colonial Secretary's Office,
Colombo, March 9, 1928.

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

"THE STAMP ORDINANCE, 1909."

F 144/28

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.).

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

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

COMPANY REFERRED TO.

The Deniyaya Tea and Rubber Estates Co., Ltd.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

P 250/27

RULE made by His Excellency the Governor in Executive Council, under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed as from February 17, 1928, by resolution of the Legislative Council dated March 8, 1928.

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

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

RULE.

Rule 1 of the rules made under "The Ceylon Telegraph Ordinance, 1908," and published by Notification dated November 28, 1917, in the *Government Gazette* No. 8,913 of November 30, 1917, is hereby revoked and the following substituted therefor:—

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

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

Comparative Monthly Return of Revenue from October, 1924, to October, 1927.

	1924-25. Rs.	1925-26. Rs.	1926-27. Rs.	1927-28 Rs.
October ..	9,022,025 ..	9,776,699 ..	10,388,964 ..	11,259,848
November ..	7,895,979 ..	9,070,282 ..	9,972,165	
December ..	7,792,815 ..	8,435,827 ..	8,856,657	
January ..	12,189,391 ..	12,032,299 ..	13,195,102	
February ..	8,594,667 ..	9,827,860 ..	9,969,815	
March ..	8,777,107 ..	10,518,787 ..	11,824,476	
April ..	9,536,177 ..	10,236,123 ..	10,658,067	
May ..	8,800,293 ..	10,265,709 ..	9,982,159	
June ..	9,830,257 ..	9,726,774 ..	10,836,555	
July ..	9,129,174 ..	11,150,635 ..	10,165,772	
August ..	9,497,003 ..	9,662,180 ..	10,508,351	
September ..	14,474,781 ..	13,812,980 ..	13,000,833	
Total ..	115,539,669	124,516,155	129,358,916	

General Treasury,
Colombo, March 2, 1928.

W. W. Woods,
Colonial Treasurer.

NOTICES CALLING FOR TENDERS.

TENDERS are hereby invited for the contract for the conveyance of mails, once daily each way for a period of three years, from October 1, 1928.

- (a) By motor car, cab, or omnibus; or
(b) By motor lorry.

2. The service will be alternatively A, B, or C given under:—

Service A.—Between Puttalam Railway Station and Puttalam Post Office, and Nikaweratiya, Wariyapola, and Kurunegala Post Offices and intermediate offices.

Service B.—Between Puttalam Railway Station and Puttalam Post Office, and Nikaweratiya Post Office and intermediate offices.

Service C.—Between Nikaweratiya, Wariyapola, and Kurunegala Post Offices and intermediate offices.

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

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

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

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

7. Tenders should be marked "Tender for the Conveyance of Mails between Puttalam and Kurunegala" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, April 3, 1928.

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

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

10. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract

and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Postmaster-General or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

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

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

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

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

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

16. 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.

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

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

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

General Post Office,
Colombo, March 6, 1928

M. S. SRESHTA,
Postmaster-General.

A PPLICATIONS on form General 187 (F2) from officers in Class II. of the Clerical Service for transfer to the Batticaloa Kachcheri will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before March 19, 1928.

The applicants should be able to read, write, and interpret in Sinhalese.

Colonial Secretary's Office,
Colombo, March 9, 1928.

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

Notification under Land Sale Regulations Nos. 59 and 60.

L 82/28

NOTICE is hereby given under Land Sale and Lease Regulations Nos. 59 and 60 that an application has been made to the Assistant Government Agent, Mannar, by Mr. Swampillai Paul Muttiah, Agent of the Standard Oil Company, for the lease to him, without competition, of an allotment of land in extent 20 feet by 20 feet, called Matirakkam and forming part of lot 113 in final town survey preliminary plan No. 15, situated in the Grand Bazaar division, within the Sanitary Board limits of Mannar town, for the purpose of erecting a kerosine oil store. As the land applied for is to be used for the purpose of putting up a kerosine oil store and as such a store will serve the needs of the local population of Mannar, the Government will lease the said land at a rental of Rs. 20 per annum, without premium and without competition, to Mr. Swampillai Paul Muttiah, Agent, Standard Oil Company, for a period of 20 years, with quinquennial revision of the rent, on certain terms and conditions, unless valid cause is shown to the contrary in writing to the undersigned within six weeks from the date of this notice.

Colonial Secretary's Office,
Colombo, March 9, 1928.

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

"THE STAMP ORDINANCE, 1909."

F 144/28

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.).

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

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

COMPANY REFERRED TO.

The Daniyaya Tea and Rubber Estates Co., Ltd.

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

P 250/27

RULE made by His Excellency the Governor in Executive Council, under section 7 of "The Ceylon Telegraph Ordinance, 1908," and confirmed as from February 17, 1928, by resolution of the Legislative Council dated March 8, 1928.

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

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

RULE.

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

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

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

up purchase money, if any, as remains after deducting the value of firewood removed by the purchaser on the date of such cancellation. For the purpose of this clause the value of each removed cubic yard of firewood shall be reckoned at full royalty rates.

(12) In the case of services A and C, the purchaser shall be required to cut all materials in the coupes in the coppice system by four distinct operations as follows :—

Operation 1.

All herbacious and undergrowth other than tree growth shall be cut out. This operation shall commence along the full length of one boundary of each coupe and proceed in a straight line to the opposite boundary of that coupe. The whole area of each coupe must thus be covered including those portions, if any, which contain no tree growth.

Operation 2.

All tree seedlings and saplings which are under one inch diameter shall be coppiced out within two inches of the ground by means of sharp cutties or any other instrument authorized by the Divisional Forest Officer. This operation shall commence from and proceed to the same boundaries and in the same alignment as operation 1. Not less than three days shall have elapsed between the execution of operation 1 and the commencement of operation 2 in any portion of the area, and there shall be an interval on the ground of not less than one chain between operations 1 and 2 except where the terminating boundary is reached.

Operation 3.

All saplings which are over one inch in diameter and not exceeding eight inches diameter shall be felled within twelve inches of the ground, and on the day of felling the stools shall be coppiced by means of sharp adzes cleanly and flush with the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 2, as the latter is required to proceed with in relation to operation 1.

Operation 4.

All trees over eight inches in diameter shall be felled within two inches of the ground, and within three days of felling all the stools which are between eight inches and fifteen inches diameter shall be coppiced cleanly and to within one inch of the ground. This operation shall proceed from and to the same boundaries and with the same intervals in relation to operation 1.

Separate working parties shall be assigned to these four separate operations, and separate workmen shall be detailed to keep the coppicing tools invariably sharp. The purchaser shall either exercise such personal supervision as will ensure this work being executed efficiently, or employ an efficient supervisor.

SCHEDULE.

Service "A," Etamessakele.

The areas to be exploited are—

Seven coupes demarcated in Etamessakele, situated at Dorape and Angulugaha, in Talpe pattu of the Galle District, as follows :—

- Coupe 8.—Approximately 2 acres in extent and estimated to contain 320 cubic yards.
- Coupe 9.—Approximately 2 acres in extent and estimated to contain 300 cubic yards.
- Coupe 10.—Approximately 2 acres in extent and estimated to contain 280 cubic yards.
- Coupe 14.—Approximately 2 acres in extent and estimated to contain 200 cubic yards.
- Coupe 15.—Approximately 2 acres in extent and estimated to contain 320 cubic yards.
- Coupe 16.—Approximately 3 acres in extent and estimated to contain 200 cubic yards.
- Coupe 17.—Approximately 10 acres in extent and estimated to contain 1,000 cubic yards./

Service "C," Kalugal-ela.

The area to be exploited is a demarcated coupe in Kalugal-ela, situated in Batukanatta village of Bentota-Walallawiti korale of Galle District, 7 miles by District Road Committee road to Bentota.

Coupe 4.—Approximately 10 acres in extent and estimated to contain 2,000 cubic yards of firewood.

Service "D," Beraliya.

The areas to be exploited are—

Two coupes demarcated in Beraliya Proposed Reserve, situated in Wallambagala village of Bentota-Walallawiti korale of Galle District, near Ambana.

- Coupe 1.—Approximately 5 acres in extent and contains 42 enumerated trees of dimensions varying from 4 ft. to 7 ft. 1 in. girth as shown in the enclosed list.
- Coupe 2.—Approximately 3 acres in extent and contains 29 enumerated trees of dimensions varying from 4 ft. 6 in. to 7 ft. 4 in. girth as shown in the enclosed list.

The time allowed for removal of the material in each coupe is (4) four months from the date of signing the agreement.

A general felling permit will be issued by the Divisional Forest Officer for each coupe. Removal of the felled material will be by cart notes issued by the Plantation Overseer resident in Beraliya. No excess royalty will be recovered and no "J" permits are necessary. One pole of inferior species may be felled for scaffolding for each tree in the coupes, poles being removed from one scaffolding to another.

Timber of the species included in the enumeration list will not be sold elsewhere in the Reserve except for *bona fide* village requirements.

No. of Coupe.	Trees of Box Species.		Trees of Yakahalu, Dun.		Trees of Dambu.		Trees of other Species.		Total.
	4 ft. to 5 ft.	Over 5 ft.	4 ft. to 5 ft.	Over 5 ft.	4 ft. to 5 ft.	Over 5 ft.	4 ft. to 5 ft.	Over 5 ft.	
Coupe 1	2	4	3	—	1	6	11	15	42
	4 ft. 6 in. to 5 ft.	Over 5 ft.	4 ft. 6 in. to 5 ft.	Over 5 ft.	4 ft. 6 in. to 5 ft.	Over 5 ft.	4 ft. 6 in. to 5 ft.	Over 5 ft.	
Coupe 2	4	6	—	—	1	3	3	12	29

Office of the Conservator of Forests,
Kandy, March 5, 1928.

J. D. SARGENT,
Conservator of Forests.

SCHEDULES of rates are hereby invited for the construction of two Junior Clerks' quarters, as per type No. 6 at Katugastota, Katugastota District, Central Province (North.)

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

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

4. Schedules of rates must be submitted in forms to be obtained from the Office of the District Engineer, Katugastota, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (North), Kandy, and the duplicate addressed to the District Engineer, Katugastota, endorsed on the outside "Schedule of Rates, Two Junior Clerks' Quarters, Katugastota," so as to reach the offices of the foregoing officers on or before 12 noon on March 30, 1928. All imported articles such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

6. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement and to recover the cost thereof, as indicated in the Government Stores Price List, plus 25 per cent., as also Customs duty, transport, and packing charges, &c. In the case of timber supplied through the Forest Department, royalty and freight will similarly be charged.

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,
Colombo, March 7, 1928.
for Director of Public Works

SCHEDULE of rates are hereby invited for Quarters for Provincial Surgeon, Batticaloa.

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

3. The Public Works Department specifications, drawings, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Batticaloa, any week day between the hours of 9.30 A.M. and 4 P.M. (Saturdays, 9.30 A.M. and 12 noon.)

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Batticaloa. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Eastern Province, Batticaloa, and the duplicate addressed to the District Engineer, Batticaloa, endorsed on the outside "Schedule of Rates for Quarters for Provincial Surgeon, Batticaloa," so as to reach the offices of the foregoing officers on or before 12 noon on March 19, 1928.

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

6. Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 15 either at the General Treasury or any local Kachehri. The receipt must be handed to the District Engineer in charge. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful tenderer. Should the successful tenderer fail to enter into an agreement the deposit will be forfeited.

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

8. Government reserves to itself the right to supply the contractor with any materials which may be necessary in the execution of the work included in any agreement and to recover the cost thereof as indicated in the Government Stores Price List, plus 25 per cent., as also Customs duty, transport, and packing charges, &c. In the case of timber supplied through the Forest Department, royalty and freight will similarly be charged.

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

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

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

Public Works Office,
Colombo, March 7, 1928.

SCHEDULES of rates are hereby invited for the erection of 2 rooms and connected lavatories for Sigiriya resthouse in Matale District.

2. The work to be undertaken on agreements to be entered into by the Superintendent of Minor Roads, Matale, and the contractor on the basis of his tendered schedule of rates when accepted, and finally subject to the approval of the Chairman, District Road Committee, Matale.

3. The plans, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the Superintendent of Minor Roads, Matale, any week day between the hours of 8 A.M. and 4.30 P.M. (Saturdays, 8 A.M. and 2.30 P.M.).

4. Schedules of rates must be submitted on forms, a specimen of which can be seen in the Office of the Superintendent of Minor Roads, Matale, duly signed and dated, and forwarded in a securely sealed envelope addressed to the Chairman, District Road Committee, Matale, endorsed on the outside "Schedule of Rates for Constructing Rooms at Sigiriya Resthouse" so as to reach his office on or before 12 noon on March 26, 1928.

All imported articles, such as cement, &c., if supplied, will be charged for at actual cost delivered in Matale.

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. The Chairman, District Road Committee, Matale, reserves to himself 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 to whom the Chairman, District Road Committee, Matale, for reasons which appear to him sufficient, objects after giving notice of his objection in writing.

8. The Chairman, District Road Committee, Matale, does not bind himself to accept the lowest or any of the schedules of rates submitted, or to give all the work included in the whole scheme or in any one item to any one contractor.

9. The successful tenderer will be required to deposit in favour of the Chairman, District Road Committee, Matale, at the Matale Kachcheri, 10 per cent. of his total tendered amount for the faithful performance of the work, before any agreement is entered into.

W. J. L. ROGERSON,
District Road Committee Office,
Matale, March 3, 1928.

SALE OF UNSERVICEABLE ARTICLES, &c.

IT is hereby notified that the following unserviceable articles belonging to the Department of Statistics and Office Systems will be put up for sale by public auction at 2.15 P.M. on Saturday, March 17, 1928, at the premises of the Director of Statistics and Office Systems, viz.:-

1 tappal bag	1 lantern
1 latrine bucket	1 stand, wooden (election)
1 stationery case	5 trays, wooden
11 pewter inkstands	1 sorting almirah, wooden

E. H. DAVIES,
Acting Director of Statistics and
Office Systems.
Statistics Office, Colombo, March 5, 1928.

NOTICE is hereby given that the under-mentioned articles will be sold by public auction at the Ceylon Medical College on Thursday, March 22, at 2 P.M.:-

1 arteriometer, Hawksley	2 lounges, wicker
10 bottles, acid, empty ½ gl.	1 pelvis in stand
4 bottles, chemical empty	1 scales, dispensing
5 chairs	1 shelf for specimens
1 chair, wicker, lady s	1 set hygiene diagrams
2 clocks, Seth Thomas	25 specimens Materia
3 drums, iron	Medica
1 dust bin	1 set pasteurising appa-
1 haemodynaemometer,	ratus
Hawksley	2 tins, empty, kerosine
5 jars, earthenware, empty,	1 tin, empty, glycerine
formalin	1 trowel, garden

F. O'B. ELLISON,
Registrar and Professor of Physiology.
Ceylon Medical College,
Colombo, March 5, 1928.

NOTICE is hereby given that the under-mentioned unserviceable articles belonging to the Government Factory, Public Works Department, will be sold by public auction on Friday, March 16, 1928, at the Government Factory, Kolonnawa, at 2 P.M.

2. The item of 40 barrels Factory gas plant tar will be sold on the same day at 9 A.M. at the old Government Factory, Norris road, Pettah.

1 steam navvy with spares.
1 ron safe.
1 tail lamp.
2 side lamps.
1 magneto, Lucas.

40 barrels Factory gas plant tar.
5 motor car wheels, 820 × 120, fitted with tyres and tubes complete.

3. The articles may be inspected at the site on permit from the Factory Engineer, Colombo.

4. The purchasers will be required to deposit the full amount of the purchase money at the close of the sale when the articles become the property of the respective buyers at their risk. All articles must be removed within 7 days of completion of purchase.

E. W. BARTHOLOMEW,
Public Works Office, for Director of Public Works.
Colombo, March 7, 1928.

NOTICE is hereby given that the unclaimed productions lying at the Police Court of Tangalla will be sold on March 20, 1928, at 2 P.M.:-

No. of Case.	Description of Articles.
19069 ..	1 camboy
19085 ..	1 table knife, 1 rice pounder
19102 ..	1 belt
19103 ..	1 katty
19131 ..	1 cup

No. of Case.	Description of Articles.	No. of Case.	Description of Articles.
19205 ..	1 axe and 1 cup	19710 ..	1 bicycle fork
18688 ..	1 nickel necklace, 1 towel, 1 banian, 1 camboy, 1 chintz cloth, 1 jacket	7219 ..	1 umbrella and 1 hurricane lamp
19247 ..	1 knife	19780 ..	1 mamoty
19267 ..	1 towel, 1 katty	S. R. 16	
19299 ..	1 table knife	Kiula Police	4 mats, 2 books, 5 pass books, 1 empty box, 1 inkstand, 1 small bottle, 1 exercise book, 4 small gunny bags, 1 padlock
19327 ..	1 katty	19857 ..	1 wine glass
19331 ..	1 knife	19892 ..	1 katty
19333 ..	1 mamoty	19913 ..	1 katty
19284 ..	1 plate	19929 ..	1 rice pounder, 1 katty
19417 ..	1 towel	19962 ..	1 katty and 1 jacket
19416 ..	1 katty	20053 ..	1 grass cutter
19437 ..	1 table knife	20088 ..	1 katty, 1 rice pounder
19453 ..	1 katty	20087 ..	1 table knife
19523 ..	2 banians, 1 comforter, 1 towel, 1 coat.	69/27 ..	1 razor
19558 ..	1 katty	20105 ..	1 cart pole
19557 ..	1 katty	20075 ..	1 katty
19556 ..	1 crowbar	20092 ..	1 katty
19558 ..	1 banian	S. R. 18..	1 chemboo
19570 ..	1 cloth, 1 jacket	20132 ..	1 plate, 1 cup, and 1 saucer
19652 ..	1 banian, 1 table knife	20135 ..	1 table knife
19660 ..	1 clasp knife	20134 ..	1 cloth, 1 jacket, 1 waist string, 1 katty, 1 inner jacket
19659 ..	1 katty	20124 ..	1 belt
19673 ..	1 belt	20218 ..	1 sarong and 1 handkerchief
19689 ..	2 katties, 1 sarong, 1 banian, 1 cloth		
19710 ..	1 sarong and 1 banian		
19572 ..	1 glass		
19751 ..	1 mamoty		
19641 ..	1 umbrella and 1 hairpin		
19725 ..	1 katty		

Police Court,
Tangalla, March 5, 1928.

V. P. REDLICH,
Police Magistrate.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended March 3, 1928.

Births.—The total births registered in the city of Colombo in the week were 183 (1 European, 11 Burghers, 115 Sinhalese, 20 Tamils, 26 Moors, 7 Malays, and 3 Others). The birth-rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 36·3, as against 32·2 in the preceding week, 39·7 in the corresponding week of last year, and 32·6 the weekly average for last year.

Deaths.—The total deaths registered were 126 (1 European, 7 Burghers, 66 Sinhalese, 20 Tamils, 22 Moors, 6 Malays, and 4 Others). The death-rate per 1,000 per annum was 25·0, as against 30·4 in the previous week, 27·0 in the corresponding week of last year, and 27·6 the weekly average for last year.

Infantile Deaths.—Of the 126 total deaths, 20 were of infants under one year of age, as against 26 in the preceding week, 26 in the corresponding week of the previous year, and 30 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 8.

Principal Causes of Death.—1. (a) Fifteen deaths from *Pneumonia* were registered, 9 in Maradana hospitals (including 2 deaths of non-residents), 2 in Maradana North, and 1 each in St. Paul's, Maradana South, Wellawatta North, and Wellawatta South, as against 19 in the previous week and 19 the weekly average for last year.

(b) Eleven deaths from *Influenza* were registered, 4 in St. Paul's, 3 in New Bazaar, and 1 each in San Sebastian, Kotahena South, Maradana North, and Maradana East, as against 6 in the previous week and 6 the weekly average for last year.

(c) One death from *Bronchitis* was registered in Kollupitiya, as against 2 in the previous week and 3 the weekly average for last year.

2. Ten deaths from *Phthisis* were registered, 3 in Maradana hospitals (including 2 deaths of non-residents), 2 each in Kotahena South, Maradana North, and Maradana South, and 1 in St. Paul's, as against 13 in the previous week and 11 the weekly average for last year.

3. Two deaths from *Enteric Fever* were registered, 1 each in Maradana hospitals (of a non-resident) and Maradana East, as against 5 in the previous week and 2 the weekly average for last year.

4. Two deaths from *Plague* of residents of Colombo town occurred at the Infectious Diseases Hospital, Angoda, during the week. No death from *Plague* was registered within the city.

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

6. Fifty-three cases of *Chickenpox* (2 in Port), 4 each of *Plague* and *Measles*, and 2 each of *Smallpox* and *Enteric Fever* were reported during the week, as against 69, 3, 5, 1, and 12 respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 78·4°, against 78·1° in the preceding week and 80·3° in the corresponding week of the previous year. The mean atmospheric pressure was 29·931 in., against 29·961 in. in the preceding week and 29·813 in. in the corresponding week of the previous year. The total rainfall in the week was nil, against nil in the preceding week and 0·90 in. in the corresponding week of the previous year.

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

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE KOTELAWALA ESTATE COMPANY, LIMITED.

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.

- (e) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (f) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (g) To amalgamate with any other company having objects altogether or in parts similar to the Company.
- (h) 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 the Company.
- (i) 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.
- (j) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (k) 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, and without any security at all.
- (l) 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.
- (m 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.
- (m 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.
- (n 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.
- (n 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.
- (n 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 Homola 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 (state 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 36 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 effected 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 net proceeds of any such sale shall be applied in or towards satisfaction of such debts, liabilities, or engagements, and the residue (if any) paid to such 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 Secretary or of two Directors, to the effect that in taking any loan the Directors are not exceeding their borrowing powers, shall be sufficient and binding on the Company and all concerned, and shall be conclusive evidence thereof in all questions between the Company and its creditors.

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 money 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 aforesaid, 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 Superintendents.

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

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

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

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

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

112. It shall be lawful for the Directors, if authorized so to do by 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 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 thereafter, 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 their 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 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.

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 or 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, 1868, 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. GOMER.

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

FRED DE SARAJ,
Proctor, Supreme Court.

MEMORANDUM OF ASSOCIATION OF THE CEYLON INDEPENDENT, LIMITED.

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1. The name of the Company is "THE CEYLON INDEPENDENT, 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 and take over from Joseph Marcus Alles and Lionel Stanislaus William Edgar de Fonseka as a going concern the business of newspaper publishers and printers now carried on by them under the name "The Ceylon Independent Press" and the "Ceylon Independent" newspaper and connected publications issued from the said "The Ceylon Independent Press" and the goodwill thereof together with the copyright, if any, of the said newspaper called the "Ceylon Independent," and connected publications and all the other assets of the said proprietors of the said business in connection therewith.
 - (2) To carry on business as proprietors and publishers of and to acquire by purchase or otherwise newspapers, journals, magazines, books, and other literary works and undertakings.
 - (3) To carry on all or any of the businesses of printers, stationers, lithographers, type founders, stereotypers, electro-typers, photographic printers, photo-lithographers, chromolithographers, engravers, die-sinkers, bookbinders, designers, draughtsmen, paper and ink manufacturers, booksellers, publishers, contractors for advertisements and advertising agents, envelope manufacturers, account book makers, machine rulers, numerical printers, paper bag makers, box makers, cardboard manufacturers, type-founders, manufacturers of and dealers in playing, visiting, railway, festive, complimentary, and fancy cards and valentines, dealers in parchment, dealers in stamps, dealers in the materials used in the manufacture of paper, engineers, and dealers in or manufacturers of any other articles or things of a character similar or analogous to the foregoing or any of them or connected therewith.
 - (4) To establish competitions in respect of contributions or information suitable for insertion in any publication of the Company, or otherwise for any of the purposes of the Company, and to offer and grant prizes, rewards, and premiums of such character and on such terms as may seem expedient.
 - (5) To provide for and furnish or secure to any members or customers of the Company, or to any subscribers or purchasers or possessors of, any publication of the Company or of any coupons or tickets issued with any publications of the Company, any chattels, conveniences, advantages, benefits, or special privileges which may seem expedient, and either gratuitously or otherwise.
 - (6) To purchase, take on lease or in exchange, hire, or otherwise acquire any lands, concessions, and properties in the Island of Ceylon, the Federated Malay States, India, or elsewhere, and any right of way, water rights and other rights, privileges, easements and concessions, and any factories, machinery, implements, tools, live and dead stock, stores, effects, and other property, real or personal, immovable or movable, of any kind.
 - (7) To hold, use, clear, manage, improve, carry on, and develop the undertaking, lands, and real and personal, immovable and movable, property and assets of any kind of the Company, or any part thereof.
 - (8) To acquire or establish and carry on any other business, 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.
 - (9) 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.
 - (10) To engage, employ, maintain, and dismiss managers, superintendents, assistants, managers, clerks, compositors, binders, machine minders, 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.
 - (11) 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.
 - (12) 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.
 - (13) 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.

- (14) 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.
- (15) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (16) 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.
- (17) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (18) Generally to purchase, take on lease or in exchange, hire, or otherwise acquire any real or personal, immovable or movable, 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.
- (19) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit; also to pay off and re-borrow the moneys secured thereby or any part thereof.
- (20) 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.
- (21) 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.
- (22) To make, draw, accept, endorse, negotiate, purchase, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (23) To sell, let, underlet, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, 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.
- (24) 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.
- (25) 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.
- (26) 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.
- (27) 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.
- (28) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any one 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 the intention is 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 Five hundred thousand Rupees (Rs. 500,000), divided into 1,000 shares of Five hundred Rupees (Rs. 500) 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. MARCUS FERNANDO, Colombo	One
ALEX. E. DE RAJAPAKZE, Negombo	One
J. B. M. PEREIRA, Beruwala	One
A. P. CASIE CHETTY, Colombo	One
J. M. ALLES, Colombo	One
LIONEL DE FONSEKA, Colombo	One
FRED. ABEYESUNDERE, Colomho	One
Total number of shares taken ..	Seven

Witness to the signatures of Sir H. MARCUS FERNANDO, J. B. M. PEREIRA, and LIONEL DE FONSEKA, at Colombo, this 9th day of February, 1928 :

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

Witness to the signatures of Mudaliyar ALEX. E. DE S. RAJAPAKZE and A. P. CASIE CHETTY, at Colombo, this 10th day of February, 1928 :

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

Witness to the signature of J. M. ALLES, at Bandarawela, this 13th day of February, 1928 :

W. J. P. WALTHAM,
Clerk in Holy Orders, The Vicarage, Bandarawela.

Witness to the signature of FRED. ABEYESUNDERE, at Colombo, this 21st day of February, 1928 :

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

ARTICLES OF ASSOCIATION OF THE CEYLON INDEPENDENT, 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 Ceylon Independent, 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 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 the Ceylon Independent Press, &c.*—The basis on which this Company is established is that the Company shall purchase or otherwise acquire from Joseph Marcus Alles and Lionel Stanislaus William Edgar de Fonseka as a going concern the business of newspaper publishers and printers now carried on by them under the name “The Ceylon Independent Press” and the “Ceylon Independent” newspaper and connected publications issued from the said “The Ceylon Independent Press” and the goodwill thereof together with the copyright, if any, of the said newspaper called the “Ceylon Independent” and connected publications and all the other assets of the said proprietors of the said business in connection therewith, 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 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 Five Hundred Thousand Rupees (Rs. 500,000), divided into 1,000 shares of Five Hundred Rupees (Rs. 500) each.

SHARES.

10. *Issue and Allotment.*—The whole of the unissued shares of the Company for the time being shall be under the control of the Board, who may subject to the rights of any persons entitled to apply for or have allotted to him any shares of the Company and to the rights of the holders of the shares of the Company for the time being issued upon special terms, allot or otherwise dispose of the same to such persons, on such terms and conditions, and with such rights and privileges and either at par or at a premium or otherwise, and at such times as the Board may determine with full power to give to any person the call of or option over any shares either at par or at a premium and for such time and for such consideration as the Board thinks fit, subject always to the stipulations contained in any agreement with reference to the shares to be allotted or retained in pursuance thereof. The Company 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 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-Holders, 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 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.

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 rights 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 may be dealt with as if they formed 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.

24. *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.

25. *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.

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

27. *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 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.

28. *Transfer of Shares.*—Subject to the restrictions of these Articles any Shareholder may transfer all or any of his shares by instrument in writing only as follows:—

- (1) The person proposing to transfer any share (hereinafter called "the proposing transferor") shall first in writing offer the share (hereinafter called "the offered share") to the Directors for purchase by them or any of them or by their nominee at the nominal value of the offered share. The offer shall constitute the Directors his agents for the sale of the offered share at such value. The offer may include several shares and in such case shall operate as if it were a separate offer in respect of each share and shall specify the denoting number of each share which the proposing transferor desires to sell. The offer shall not be revocable except with the sanction of the Directors.
- (2) If the Directors shall within the space of 60 days from the date on which such offer shall have been received by them find a person willing to purchase the offered share at the nominal value thereof (hereinafter called "the purchaser") and give notice in writing thereof to the proposing transferor, the proposing transferor shall be bound, upon payment of the nominal value of the offered share, to transfer the offered share to the purchaser.
- (3) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring the offered share, the Directors may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register as the holder of that share, and shall hold the purchase money in trust for the proposing transferor. The receipt of the Directors for the purchase money shall be a good discharge to the purchaser, and after his name has been entered in the register in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
- (4) If the Directors shall not within the space of sixty days from the date on which the offer shall have been received by them find a person willing to purchase the offered share, and give notice in manner aforesaid, the proposing transferor shall at any time within three calendar months after the expiration of the said period of sixty days, be at liberty, subject to Articles 32 and 33 to sell and transfer the offered share to any person but at a price not less than the nominal value thereof.

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

30. *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.

31. *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.

32. *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.

33. *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.

34. *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 22, 33, and 36, shall register the transferee as a Shareholder and retain the instrument of transfer.

35. *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.

36. *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.

37. *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.

38. *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 persons recognized by the Company, as having any title to shares of such Shareholder, and such title shall be limited to the right to offer the same to the Directors for purchase as aforesaid.

39. *Persons entitled to Shares otherwise than by Transfer.*—Save as aforesaid, no person interested in a share in consequence of the death, lunacy, bankruptcy, or insolvency of any Shareholder, or by any lawful means other than by transfer in accordance with these regulations, shall have any right in respect of the said share other than the right to offer the same to the Directors for purchase in manner aforesaid or to transfer the same in accordance with the provisions of Article 28; where a share is sold in execution of a judicial decree against a Shareholder the title of the purchaser thereof shall be limited to the right to offer the same to the Directors for purchase as aforesaid.

SURRENDER AND FORFEITURE OF SHARES.

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

41. *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.

42. *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.

43. *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.

44. *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.

45. *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.

46. *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.

47. *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.

48. *Forfeiture may be remitted.*—The Directors may in their discretion remit or annul the forfeiture of any share within six months from the date thereof upon the payment of all moneys due to the Company from the late holder or holders of such share or shares, and all expenses incurred in relation to such forfeiture, together with such further sum of money by way of redemption money for the deficit, as they shall think fit, not being less than 9 per cent. per annum on the amount of the sums wherein default in payment had been made, but no share *bona fide* sold or re-allotted or otherwise disposed of under Article 45 hereof, shall be redeemable after sale or disposal.

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

50. *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, 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.

51. *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 50 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the facts therein stated.

52. *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.

53. *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.

54. *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.

55. *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.

56. *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.

57. *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 127.

58. *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.

59. *Interest on unpaid Calls.*—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.

60. *Payments 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.

61. *Power to Borrow.*—The Directors shall have power 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 Two hundred thousand Rupees (Rs. 200,000). The Directors shall, with the sanction of a General Meeting, be entitled to borrow or raise such further sum or sums, and at such rate of interest as such meeting shall determine. The Directors may, for the purpose of securing the re-payment of any such principal sum or sums of money so borrowed or raised as aforesaid and interest create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds, or obligations of the Company, charged upon all or any part of the undertaking, revenue, property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage, issue any debentures or create any

debenture stock they shall obtain the sanction thereto of the Company in General Meeting whether ordinary or extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the Agents or Secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditor, 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.

62. *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.

63. *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.

64. *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.

65. *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 date of 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.

66. 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 65 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.

67. *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.

68. *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.

69. *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.

70. *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 provisions 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 or notices upon which the meeting was convened.

71. *Notice of other Business to be given.*—With the exceptions mentioned in the foregoing Article 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.

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

73. *If a 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.

74. *Chairman of Directors or a Director to be Chairman of General Meeting; in case of their Absence or Refusal a Shareholder may act.*—The Chairman (if any) of the Directors shall be entitled to take the Chair at every General Meeting whether Ordinary or Extraordinary; but if there be no Chairman, or if at any meeting he shall not be present within

15 minutes after the time appointed for holding such meeting, or if he shall refuse to take the Chair, the Shareholders shall choose another Director as Chairman; and if no Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

75. *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.

76. *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.

77. *Minutes of General Meetings.*—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.

78. *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.

79. *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.

80. *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.

81. *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.

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

83. *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.

84. *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.

85. *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 a 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 being entitled to shares in consequence of the death, bankruptcy or liquidation of any Shareholder, or the marriage of any female Shareholder, shall be entitled to vote or speak at any meeting held after the expiration of three months from the registration of the Company, in respect of or as the holder of any share which he has acquired by transfer, unless he has been at least three months previously to the time of holding the meeting at which he proposes to vote or speak, duly registered as the holder of the share in respect of which he claims to vote or speak.

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

87. *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.

88. *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.

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

The Ceylon Independent, Limited.

I, _____ of _____, being a Shareholder of The Ceylon Independent, 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 _____.

90. *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.

91. *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.

92. *Number of Directors.*—The number of Directors shall never be less than two nor more than seven. 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.

93. *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 Two thousand Five hundred Rupees (Rs. 2,500), 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.

94. *Remuneration of Directors.*—The Directors shall be entitled to such remuneration for their services as Directors as may be from time to time authorized by the Company in General Meeting.

95. *Appointment of First Directors and Duration of their Office.*—The first Directors shall be Sir Hilarion Marcus Fernando of Colombo; Alexander Edmund de Silva Rajapakze, Mudaliyar of the Governor's Gate, of Negombo; Joseph Marcus Alles of Colombo; Lionel Stanislaus William Edgar de Fonseka of Colombo; and Joseph Bonifacio Michael Pereira 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.

96. *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, Editor, Manager, Managing Director or Managing Directors, 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 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.

97. *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 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.

98. *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.

99. *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.

100. *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 101.

101. *Retiring Directors how determined.*—The Directors to retire from office at the Second, Third, Fourth and Fifth 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.

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

103. *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.

104. *Number of Directors how Increased or Reduced.*—The Company in General Meeting may from time to time appoint new Directors, and may increase or reduce the number of Directors and may also determine in what rotation such increased or reduced number shall go out of office.

105. *If Election not made, Retiring Directors 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.

106. *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.

107. *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 interests, 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.

108. *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 suspend payment or file a petition for the liquidation of his affairs, or compound with his creditors.
- (c) If by reason of mental or bodily infirmity he become incapable of acting.
- (d) If he cease to hold the required number of shares to qualify him for the office, or do not acquire the same within two months of his appointment or election.
- (e) If he be concerned or participate in the profits of any contract with, or work done for, the Company.
- (f) If he cease to ordinarily reside in Ceylon or be absent from Ceylon for a period of eight consecutive months.

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

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

109. *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.

110. 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 of 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 money 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.

111. *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.

112. The Directors shall have power to purchase or otherwise acquire from Joseph Marcus Alles and Lionel Stanislaus William Edgar de Fonseka as a going concern the business of newspaper publishers and printers now carried on by them under the name "The Ceylon Independent Press" and the "Ceylon Independent" newspaper and connected publications issued from the said "The Ceylon Independent Press" and the goodwill thereof together with the copyright, if any, of the said newspaper called the "Ceylon Independent" and connected publication and all the other assets of the said proprietors of the said business in connection therewith.

113. *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 business carried on by the said Joseph Marcus Alles and Lionel Stanislaus William Edgar de Fonseka and the said newspaper and connected publications and other assets and the purchase, lease, or acquisition of any lands or property, and in or about the working and business of the Company.

114. *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 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, 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, inspectors, superintendents, clerks, artisans, labourers, and other servants for such reasons as they may think proper and advisable and without assigning any cause.

115. *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.

116. *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 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.

117. *To sell and dispose of Company's Property, &c.*—It shall be lawful for the Directors, if authorized so to do by an extraordinary resolution of the Shareholders in General Meeting to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, assets, lands, and effects of the Company or any part or parts, share or shares thereof, respectively, or the assignment of the whole or any part or parts of its leasehold interests in any 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.

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

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

PROCEEDINGS OF DIRECTORS.

120. *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.

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

122. *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 is present, but if there be a vacancy in the office of Chairman, or if at any meeting of Directors the Chairman be not present at the time appointed for holding the same, then and in that case the Directors present shall choose one of their number to be Chairman of such meeting.

123. *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.

124. *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.

125. *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.

126. *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.

127. *Resolution in writing by all the Directors as valid as if passed at a Meeting of Directors.*—A resolution in writing signed in approval 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.

128. *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.

129. *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 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.

130. *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 Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Secretaries, in the event of a firm being the 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 secretaries, and in the event of a company whether domiciled or incorporated in the Island of Ceylon or elsewhere being the 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 secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the secretaries. Any instrument sealed with the seal of the Company and signed by two or more Directors or by one Director and the Secretaries of the Company shall be presumed to be duly executed.

ACCOUNTS.

131. *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.

132. *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.

133. *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.

134. *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.

135. *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.

136. 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.

137. *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.

138. *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.

139. *Payment of Dividend in Specie.*—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 as 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.

140. *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.

141. *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.

142. *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.

143. *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 the Shareholders, in part) any unissued shares or debentures or other obligations of the Company on behalf of the Shareholders, and appropriate such share 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.

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

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

146. *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.

147. *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.

148. *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 3 years shall rank as unclaimed dividends.

149. *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.

150. *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.

151. *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.

152. *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.

153. *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.

154. *Retiring Auditors Eligible for Re-election.*—Retiring Auditors shall be eligible for re-election.

155. *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.

156. *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.

157. *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.

158. *Company's Accounts to be open 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.

159. *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.

160. *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.

161. *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.

162. *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.

163. *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.

164. *Non-resident Shareholders must register Address 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.

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

ARBITRATION.

166. *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.

167. *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.

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

169. *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.

170. *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 trust for the benefit of the contributories as the liquidator, with like sanction, shall think fit, and if thought expedient any such division may be otherwise than in accordance with the legal rights of the Shareholders of the Company, and in particular any class may be given preferential or special rights or may be excluded altogether or in part, and the liquidator shall be entitled to sell all or any of the assets of the Company in consideration of, or in exchange for shares, ordinary, fully paid, part paid, or preference in the purchasing company, but in case any division otherwise than in accordance with the legal rights of the contributories shall be determined on or any sale made of any or all of the assets of the Company in exchange for shares in the purchasing company either ordinary, fully paid or part paid, or preference, any contributory who would be prejudiced thereby shall have a right to dissent as if such determination were a special resolution passed pursuant to section 192 of the Companies (Consolidation) Act of 1908 in England, but for the purposes of an arbitration as in sub-section (6) of the said section provided the provisions of the Ceylon Arbitration Ordinance, 1866, and/or of the Civil Procedure Code, 1889, shall apply in place of the English and Scottish Acts referred to in the said sub-section (6) of section 192 of the aforesaid Companies (Consolidation) Act, and the said section 192, save as herein excepted, shall be deemed to be part and parcel of these present Articles.

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

H. MARCUS FERNANDO.

ALEX. E. DE RAJAPAKZE.

J. B. M. PEREIRA.

A. P. CASIE CHETTY.

J. M. ALLES.

LIONEL DE FONSEKA.

FRED. ABEYESUNDERE.

Witness to the signatures of Sir H. MARCUS FERNANDO, J. B. M. PEREIRA, and LIONEL DE FONSEKA, at Colombo, this 9th day of February, 1928 :

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

Witness to the signatures of Mudaliyar ALEX. E. DE S. RAJAPAKZE and A. P. CASIE CHETTY, at Colombo, this 10th day of February, 1928 :

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

Witness to the signature of J. M. ALLES, at Bandarawela, this 13th day of February, 1928 :

W. J. P. WALTHAM,
Clerk in Holy Orders. The Vicarage, Bandarawela.

Witness to the signature of FRED. ABEYESUNDERE, at Colombo, this 21st day of February, 1928 :

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

The Rubber Growers Company, Limited.

NOTICE is hereby given that the Twenty-second Ordinary General Meeting of the Shareholders of this Company will be held at Ambewatte House, Slave Island, Colombo, on Monday, March 19, 1928, at 10.30 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 March 12 to 19, 1928, both days inclusive.)

By order of the Directors,
CUMBERBATCH & Co.,
Colombo, March 7, 1928. Agents and Secretaries.

The Ceylon Planters' Rubber Syndicate, Limited.

NOTICE is hereby given that the Twenty-eighth Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Wednesday, March 21, 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 March 14 to 21, 1928, both days inclusive.)

By order of the Directors,
CUMBERBATCH & Co.,
Colombo, March 7, 1928. Agents and Secretaries.

The Shallmar (Malay) Estate Company, Limited.

NOTICE is hereby given that the Nineteenth Ordinary General Meeting of the Shareholders of this Company will be held at Ambewatte House, Slave Island, Colombo, on Wednesday, March 21, 1928, at 11.30 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 March 14 to 21, 1928, both days inclusive.)

By order of the Directors,
CUMBERBATCH & Co.,
Colombo, March 7, 1928. Agents and Secretaries.

The Bukit Darah (Selangor) Rubber Company Limited.

NOTICE is hereby given that the Twelfth Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Thursday, March 22, 1928, at 11.30 A.M.

Business.

1. To receive the report of the Directors and the accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.

4. To appoint Auditors for the current season.
5. To transact any other business that may be properly brought before the Meeting.

(The Transfer Books of the Company will be closed from March 15 to 22, 1928, both days inclusive.)

By order of the Directors,
CUMBERBATCH & Co.,
Colombo, March 7, 1928. Agents and Secretaries.

The Pareekanni Travancore Rubber Company, Limited.

NOTICE is hereby given that the Second Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office, Ambewatte House, Slave Island, Colombo, on Friday, March 23, 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 elect a Director.
3. To appoint Auditors for the current season.
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 16 to 23, 1928, both days inclusive.)

By order of the Directors,
CUMBERBATCH & Co.,
Colombo, March 7, 1928. Agents and Secretaries.

The Gamawella Rubber Company, Limited.

NOTICE is hereby given that the Twelfth Ordinary General Meeting of Shareholders of this Company will be held at the office of the Company, Chatham street, Fort, Colombo, on Thursday, March 22, 1928, at 12 noon.

Business.

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

(The Transfer Books of the Company will be closed from March 10 to 24, 1928, both days inclusive.)

By order of the Directors,
BOSANQUET & Co., LTD.,
Colombo, March 7, 1928. Agents and Secretaries.

The North-Western Rubber Company, Limited.

NOTICE is hereby given that the Twenty-third Ordinary General Meeting of Shareholders of this Company will be held at the office of the Company, Chatham street, Fort, Colombo, on Friday, March 23, 1928, at 12.30 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.
4. To elect an Auditor, and to transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from March 9 to 24, 1928, both days inclusive.)

By order of the Directors,
BOSANQUET & Co., LTD.,
Colombo, March 7, 1928. Agents and Secretaries.

028/ The Beverlac (Selangor) Rubber Company, Limited.

NOTICE is hereby given that the Twenty second Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, the National Mutual buildings, 54, Chatham street, Fort, Colombo, on Tuesday, March 20, 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 duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 10 to 20, 1928, inclusive.

By order of the Directors,

LEECHMAN & Co.,
Agents and Secretaries.

Colombo, March 3, 1928.

928/ The Estates Company of Uva, Limited.

NOTICE is hereby given that the Thirty third Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, March 24, 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 Directors.
4. To appoint Auditors for the current year.
5. To transact any other business of which due notice may have been given.

The Transfer Books of the Company will be closed from March 17 to 24, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,
Agents and Secretaries.

Colombo, March 9, 1928.

205/ The Arctic Roofing Company (Ceylon), Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company at New Imperial Bank buildings, Fort, Colombo, on Monday, March 12, 1928, at 12 noon.

To consider and, if thought fit, pass the following resolution:—

"That the Company be wound up voluntarily."

Should the above resolution be passed by the requisite majority it will be submitted as a special resolution to be passed at a confirmatory meeting to be held in due course.

By order of the Directors,

ALFORD BUCKLE & Co.,
Agents and Secretaries.

Colombo, March 1, 1928.

25/ The Hamblagolla Rubber Estate, Limited.

NOTICE is hereby given that the Second Annual Ordinary General Meeting of the Shareholders of the Company will be held at the Company's registered office, Gaffoor's building, Main street, Colombo, on Tuesday, March 20, 1928, at 12.30 P.M.

Business.

1. To receive the report of the Directors and statement of accounts for the year ended December 31, 1927.
2. To elect a Director.
3. To appoint Auditors.
4. Any other business that may be duly brought before the Meeting.

By order of the Directors,

MACKWOODS, LTD.,
Agents and Secretaries.

Colombo, March 9, 1928.

38/10/28 The Rayigam Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of Shareholders of the above Company will be held at the registered office, Gaffoor's buildings, Main street, Colombo, on Tuesday, March 20, 1928, at 12.30 P.M. for the purpose of passing the following resolution:—

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

Article 45 *Borrowing Powers.*—By the substitution of the words "One hundred and Fifty thousand Rupees" for the words "Twenty thousand Rupees," the altered Article then reading as follows:—

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

And notice is hereby also given that a further Extraordinary General Meeting of the Company will be held at the registered office of the Company on Wednesday, April 4, 1928, at 12.45 P.M. for the purpose of receiving a report of the proceedings at the above-mentioned meeting, and of confirming, if thought fit, as a special resolution the above-mentioned resolution.

By order of the Directors,

MACKWOODS LTD.,
Agents and Secretaries.

Colombo, March 9, 1928.

2128/ The Attampettia Estates, L'm'ted.

NOTICE is hereby given that the Fifteenth 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 17, 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 12 to 17, 1928, both days inclusive.)

By order of the Directors,

HARRISON & CROSFIELD, LTD.,
Agents and Secretaries.

Colombo, February 20, 1928.

1025/ The Craiglands Tea and Rubber Company, Limited.

NOTICE is hereby given that the Fourth Annual Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Wednesday, March 21, 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 business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & Co., LTD.,
 Colombo, March 9, 1928. Agents and Secretaries.

The Gangawatta Estates Company of Ceylon, Limited. 33 2/81

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 24, 1928, at 11 o'clock in the forenoon, for the purpose of confirming, if thought fit, the following resolutions which were duly passed at an Extraordinary General Meeting of the Company held on March 3, 1928:—

1. That Article 31 of the Company's Articles of Association be altered by deleting therefrom the following words:—

"The qualification of a Director shall be the holding of shares or stock of the nominal amount of Rupees Five thousand (Rs. 5,000)."

and inserting in lieu thereof, the following words:—

"The qualification of a Director shall be the holding of shares or stock of the nominal amount of Rupees Five hundred (Rs. 500)."

2. That Article 63 of the Company's Articles of Association be altered by deleting therefrom the words fourteen days and inserting in lieu thereof the words seven days.

3. That the present Article 66 of the Company's Articles of Association be deleted and the following Article be substituted in lieu thereof:—

"66. Quorum.—In order to constitute a meeting, whether ordinary or extraordinary there shall be present, either personally or by proxy or by attorney two or more Shareholders."

By order of the Board,

GEORGE STEUART & Co.,
 Colombo, March 8, 1928. Agents and Secretaries.

The Kirivaula Coconut Plantation 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 Wednesday, March 21, 1928, at noon.

Business. 19. 2/8

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year, and to transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 14 to 21, 1928, both days inclusive.

By order of the Directors,

HENDERSON & Co.,
 Colombo, March 9, 1928. Agents and Secretaries.

The Dandagama Coconut Estate Company, Limited.

NOTICE is hereby given that the Second 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 23, 1928, at 2.45 P.M.

Business. 18/2/28

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 16 to 23, 1928, both days inclusive.

By order of the Directors,

HENDERSON & Co.,
 Colombo, March 9, 1928. Agents and Secretaries.

The Balahela Rubber Company, Limited. 19/1

NOTICE is hereby given that the Twelfth 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 23, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors for the current year, and to transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from March 16 to 23, 1928, both days inclusive.

By order of the Directors,

HENDERSON & Co.,
 Colombo, March 9, 1928. Agents and Secretaries.

C. Sab Senaratna and Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, Chamber of Commerce buildings, Colombo, on Saturday, March 17, 1928, at 11 A.M.

To elect one or more Directors. Business 17/3/28

By order of the Board of Directors,

DODWELL F. GARTH,
 Colombo, March 7, 1928. Secretary.

The Gona Adika Tea and Rubber Estates, Limited. 20/6

NOTICE is hereby given that an Extraordinary General Meeting of the above-named Company will be held at Australia buildings, York street, Colombo, the registered office of the Company on Tuesday, March 27, 1928, at 12 noon, for the following purposes:—

- (1) To confirm as a special resolution the subjoined resolution, which was duly passed by the requisite majority at the Annual General Meeting of the Company held on March 6, 1928.

"That the Company be wound up voluntarily."

- (2) Should the above resolution be duly confirmed as a special resolution, to consider and, if thought fit, to pass the subjoined resolution:—

"That Mr. R. N. Watkins be appointed Liquidator of the Company."

By order of the Directors,

CARSON & Co., LTD.,
 Colombo, March 7, 1928. Agents and Secretaries.

16/2/28
Ceylon Government Railway Co-operative Society
(in Liquidation).

A GENERAL Meeting of the Shareholders of the Railway Co-operative Society (in liquidation) will be held at the Government Technical Schools, Colombo, on March 24, 1928, at 2.15 p.m.

Agenda.

1. Adoption of report and balance sheet for the year ended June 30, 1927.
2. To consider what dividend should be declared immediately.
3. Any other business of which due notice has been given.

T. EBERT FERNANDO,
Liquidator.

Colombo, March 6, 1928.

14/2/28
The Nakkala Rubber Company, Limited.

NOTICE is hereby given that the Second Ordinary General Meeting of the Shareholders will be held at the registered office of the Company, Gaffoor building, Main street, Colombo, on Thursday, March 23, 1928, at 3 p.m.

Business.

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To elect a Director.
3. To appoint Auditors, and to transact any other business that may be duly brought before the Meeting.

By order of the Directors,

GORDON FRAZER & CO., LTD.,
Colombo, March 9, 1928. Agents and Secretaries.

19/2/28
Managama Rubber Company, Limited.

NOTICE is hereby given that the Nineteenth Ordinary General Meeting of 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 23, 1928, at 12 noon.

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 March 14 to 23, 1928, both days inclusive).

By order of the Directors,

SKERNE & Co.,
Colombo, March 9, 1928. Agents and Secretaries.

1/2/28
The Kaluganga Valley Tea and Rubber Company, Limited.

NOTICE is hereby given that the Seventeenth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Monday, March 19, 1928, at 3 p.m.

Business.

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

(The Transfer Books of the Company will be closed from March 14 to 19, 1928, inclusive).

By order of the Directors,

BOIS BROTHERS & Co., LTD.,
Colombo, March 7, 1928. Agents and Secretaries.

Allerton Tea Company of Ceylon, Limited.

18/2/28
NOTICE is hereby given that the First and Statutory Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 9, Queen street, Fort, Colombo, on Thursday, March 22, 1928, at noon.

Business.

1. To receive the report of the Directors and the accounts for the period ended December 31, 1927.
2. To declare a dividend on preference shares.
3. To elect Directors.
4. To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from March 16 to 22, 1928, inclusive).

By order of the Directors,

BOIS BROTHERS & Co., LTD.,
Colombo, March 7, 1928. Agents and Secretaries.

The Palmerston Tea Company, Limited.

18/2/28
NOTICE is hereby given that the Thirty-second Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Tuesday, March 27, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor, and to transact any other business that may be duly brought before the meeting.

(The Transfer Books of the Company will be closed from March 20 to 27, 1928, inclusive).

By order of the Directors,

BOIS BROTHERS & Co., LTD.,
Colombo, March 7, 1928. Agents and Secretaries.

18/2/28
The St. Heliers Tea Company, Limited.

NOTICE is hereby given that the Thirty-sixth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Friday, March 23, 1928, at noon.

Business.

1. To receive the report of the Directors and accounts for the year ended December 31, 1927.
2. To declare a dividend.
3. To elect a Director.
4. To appoint an Auditor, and to transact any other business that may be duly brought before the meeting.

(The Transfer Books of the Company will be closed from March 17 to 23, 1928, inclusive.)

By order of the Directors,

BOIS BROTHERS & Co., LTD.,
Colombo, March 7, 1928. Agents and Secretaries.

19/2/28
Poonaalla Valley Ceylon Company, Limited.

NOTICE is hereby given that the Fifth Annual General Meeting of the Shareholders of the Company will be held at 12 noon on Thursday, March 22, 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 15 to 22, 1928, both days inclusive.

By order of the Directors,

CARSON & Co., Ltd.,
Agents and Secretaries.

Colombo, March 7, 1928

Auction Sale.

Valuable Bungalow called and known as Harburg, bearing Assessment No. 4/2001, Castle Street, Borella, Colombo, fitted with all Modern Conveniences.

In the District Court of Colombo.

Walter Sandford de Saram of Colombo Plaintiff.
No. 22,588. Vs.

Walter Perera of 25, Cotta road in Colombo... Defendant.

UNDER and by virtue of the commission and decree issued to me in the above case, I shall offer for sale by public auction, Saturday, March 31, 1928, at 5 P.M. at the spot, for the recovery of the sum of Rs. 43,669.04, with interest on Rs. 40,000 at 12 per centum per annum from February 3, 1927, to date of decree, and thereafter on the aggregate amount of the decree at 9 per cent. per annum till payment in full, and costs of suit:—

All that divided allotment of land marked lot B in the plan thereof No. 410, dated April 28, 1921, made by E. H. Anthonisz, Licensed Surveyor, together with all the buildings standing thereon from and out of the divided northern portion of premises bearing assessment No. 4/2001, situated at Borella, within the Municipality and District of Colombo, Western Province; which said allotment marked B is bounded on the north by Castle street, on the east by lot C in the said plan, on the south by the southern portion of premises bearing assessment No. 4/2001, and on the west by lot marked A in the said plan; containing in extent 1 rood and 18 80/100 perches.

19, Baillie street, Fort.
Phone: 289.

J. G. VANDERSMAGT,
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

Auction Sale.

Two Excellent Medium-Sized Bungalows called and known as Fitzroy and Woodford, bearing Assessment Nos. 126 and 128, situated at Havelock Road, Bambalapitiya, Colombo, fitted with Electric, Water, and Mansergh Drainage.

In the District Court of Colombo.

(1) Phyllis Treherne Sproule de Saram, wife of (2)
Walter Sandford de Saram, both of Colombo... Plaintiffs.

No. 22,587.

Vs.

Walter Perera of 25, Cotta road in Colombo... Defendant.

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Monday, April 2, 1928, at 4.30 P.M. at the spot, for the recovery of the sum of Rs. 28,329.32, with interest on Rs. 26,000 at 15 per centum per annum from February 3, 1927, to date of decree, and thereafter on the aggregate amount of the decree at 9 per centum per annum till payment in full, and costs of suit:—

All that allotment of land marked lot No. 14 in plan No. 729 dated September 24, 1918, made by C. C. Wijetunga, Special Licensed Surveyor, being a dividend and specific portion of the land described in Government title plan No. 48,976, together with the buildings standing thereon, situated at Bambalapitiya, within the Municipality and District of Colombo, Western Province; bounded on the

north by lot 11 in the said plan No. 729, on the east by the Bambalapitiya road, on the south by lot No. 17, and on the west by lot No. 13 in the said plan No. 729; containing in extent 2 roods and 4.48/100 perches.

19, Baillie street, Fort.
Phone: 289.

J. G. VANDERSMAGT,
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

Auction Sale.

Valuable House and Stores bearing Assessment No. 26, St. Sebastian Street, Colombo.

In the District Court of Colombo.

Antony Zarephe of Colombo Plaintiff.

No. 24,516.

Vs.

(1) Mohamed Cassim Zeynudeen of Colpetty in Colombo, (2) Seena Moona Mohamed Gani, and (3) Seena Moona Mohamed Naina, both of 25, St. Sebastian in Colombo Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall offer for sale by public auction on Tuesday, April 3, 1928, at 5 P.M. at the spot:—

All that house and grounds and premises bearing assessment No. 26, situated at St. Sebastian street, within the Municipality and District of Colombo, Western Province; bounded on the north by the house of Mrs. Van Muller, on the east and south by the garden and house of Mr. Van Dort, and on the west by the road leading to St. Sebastian; containing in extent 13 perches and 77/100 of a perch.

For inspection of title deeds and other particulars, please apply to Messrs. de Vos & de Saram, Proctors and Notaries, Colombo, or to—

J. G. VANDERSMAGT,
of A. Y. DANIEL & SON,
Auctioneers and Brokers.

Colombo, March 6, 1928.

Auction Sale.

UNDER instructions from the assignee in insolvency case No. 3,794, D. C., Colombo, I will sell by public auction on March 12, 1928, at 12 noon, at Store No. 50, Manning Market, Colombo, nadin writing table, iron safe, almirah, wooden screen, mirror, weighing scale, 2 small tables, copying press, and 4 chairs.

A. C. KOELMEYER,
Auctioneer and Broker.

Auction Sale.

AS assignee of the insolvent estate of Dr. M. J. J. de Jong and with the authority obtained from the District Court of Colombo in insolvency case No. 3,705 of the said court, I shall sell by public auction, on Tuesday, March 20, 1928, commencing at 3 P.M. at 122, Hulftsdorp street, Colombo, the following properties, to wit:—

1. All that allotment of land called Masmoragahagodella, situated at Wettewa in Iddoda pattu, Pasdun korale, Kalutara District; in extent 1 acre 3 roods and 26 perches.

2. An allotment of land called Udatenne or Bolhena in Meegahatenne village, Mahapattuwa south, Pasdun korale east, Kalutara District; in extent 3 roods and 16 perches.

3. Undivided 626/1,535 parts or shares of all that allotment of land called Angilikaddewatta, situated at Kirillapone, Colombo; in extent 2 roods and 3 perches.

4. Undivided 626/1,535 parts or shares of all that allotment of land called Angilikaddewatta, situated at Kirillapone aforesaid; in extent 1 rood and 14 perches.

5. Undivided $\frac{2}{5}$ shares of all that allotment of land called Angilikaddewatta, situated at Kirillapone aforesaid; in extent 1 rood and 17 perches.

For further particulars apply to J. G. de S. Wijeratne, Esq., Proctor and Notary, Colombo, or to me—

Hulftsdorp street, Colombo. H. D. JOHN PEIRIS,
Phone No. 1357. Auctioneer and Broker.

Auction Sale.

UPON commission issued to me in case No. 40,367, C. R., Colombo, I shall sell by public auction for the recovery of the amount of the decree, the following:—

(1) Undivided $\frac{15}{112}$ parts of Wetakeiyagahaduniya and everything thereon, situated at Kahanala in Udugala pattu, Salpiti korale; extent about 2 roods.

(2) Two contiguous lands called Batugahakanatta and the block of land purchased from the Crown, situated in both villages called Batakettara and Makandana in the Palle pattu aforesaid, in extent 4 acres, on Friday, March 30, 1928, at 5 P.M., at the secondly mentioned land herein.

59, Belmont street,
Colombo, March 9, 1928.

H. J. F. RODRIGO,
Auctioneer and Broker.

Auction Sale under Primary Mortgage Decree in Case No. 18,321, D. C., Colombo.

Valuable Houses at Union Lane in Union Place,
Slave Island in Colombo.

UNDER and by virtue of a Commission issued to me in the above case, I shall sell by public auction on Saturday, March 31, 1928, at 4 P.M. at the spot:—

(1) All those land and buildings bearing assessment Nos. 9 and 11, situated at Union place, Slave Island, within the Municipal limits of Colombo, described in the title deeds thereof as follows:—All that half part of a garden, shaded pink in the plan, with all and every buildings standing thereon, marked No. 1, situated at Maralana, within the Municipality of Colombo, in extent 12 square perches and $\frac{77}{100}$ of a perch.

(2) All that half part or portion marked B, and shaded pink in the plan, with the buildings thereon, of and from a garden bearing assessment No. 15, situated at Union lane, Union place, Slave Island aforesaid, in extent 6 square perches and $\frac{38}{100}$ of a perch.

A. V. PERERA,
Auctioneer and Broker.

15, Hulftsdorp, Colombo.

Auction Sale.

A Valuable Rubber Estate called and known as Mahaweliganga Estate 505 Acres 1 Rood 24 Perches in extent. Title perfect.

D. C., Colombo, No. 23,090.

S. R. M. M. A. Raman Chetty Plaintiff.

Vs.

(1) Rebecca Esther Ross, executrix of the last will and testament of James Laurie Ross (deceased), (2) Mary Ross, (3) Rebecca Esther Ross Defendants.

UNDER and by virtue of a commission issued to me in the above-mentioned case, I will sell by public auction all that the estate, plant, plantation, and premises called and known as Mahaweliganga estate in Weragama village of Kandapahala korale of Udumbara division, in the District of Kandy, in extent 505 acres 1 rood and 24 perches, with all buildings, plantations, crops, produce, machinery, tools, implements, cattle, and other live and dead stock lying and being thereon, at York House, York street, Fort, Colombo, on Tuesday, April 3, 1928, at 3.30 P.M.

N.B.—For inspection of title deeds, please apply to Messrs. Wilson & Kadirgamer, National Bank buildings, Fort, Colombo.

For other particulars apply to the undersigned.

Tel. No. 101.
Telgs: "Hillsides"

F. J. HILLS,
Auctioneer and Broker.

Auction Sale.

Properties at Sawarana and Kandirippuwa in the District of Chilaw.

UNDER decree in case No. 2,068, D. C., Negombo, entered in favour of the plaintiff Seena Thana Kana Nana Sana Ana Nana Ramasamy Chetty of Negombo, against the defendant Pana Mohammed Thamby of Wattackaliya, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 877.50, with interest on Re. 750 at 24 per cent. per annum from November 25, 1927, till January 19, 1928, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, we shall sell the above-mentioned properties mortgaged as primary mortgage by bond No. 58, dated November 10, 1926, and attested by S. A. I. Deen, Notary, by public auction at the respective spots on Wednesday, April 4, 1928, to wit:—

Commencing at 3 P.M.

1. From and out of the land forming the entire village called Ottupallama, situate at Sawarana in Munnesseram pattu of Pitigal korale north, in the District of Chilaw, North Western Province; containing in extent about 100 acres, out of which an undivided $\frac{15}{16}$ shares out of an undivided $\frac{1}{10}$ th share, with the plantations and buildings thereon.

2. From and out of the land called Peekulandahena, adjoining the village Ottupallama, situate at Sawarana aforesaid; containing in extent about 10 acres more or less, out of which an undivided $\frac{15}{16}$ shares out of an undivided $\frac{1}{10}$ th share, with all the buildings and plantations thereon.

3. From and out of the land called Kalawadikotuwa situate at Sawarana aforesaid; containing in extent about 2 acres, out of which an undivided $\frac{15}{16}$ shares out of an undivided portion, in extent 4 parrabs of paddy sowing soil on the southern side.

4. From and out of the field called Periyavellivayel, situate at Sawarana aforesaid; containing in extent about 3 acres and 3 roods, out of which an undivided $\frac{15}{16}$ shares of an undivided $\frac{1}{4}$ share with the buildings and all the plantations thereon.

5. From and out of the land called Sinnachenavayel situate at Sawarana aforesaid; containing in extent about 2 acres, out of which an undivided $\frac{15}{16}$ shares of an undivided $\frac{1}{10}$ th share.

6. From and out of the land called Angirippuwegala, situate at Sawarana aforesaid; containing in extent about 3 acres, out of which an undivided $\frac{15}{16}$ shares of an extent of 1,000 tobacco plants plantable soil on the western side, with all the buildings standing thereon.

7. From and out of the land called Periachena, situate at Sawarana aforesaid; containing in extent about 4 acres, out of which an undivided $\frac{15}{16}$ shares.

8. From and out of the field called Kadawalakumbura, situate at Sawarana aforesaid; containing in extent about 2 acres, out of which an undivided $\frac{15}{16}$ shares of an undivided $2\frac{1}{2}$ parrabs of paddy sowing extent.

9. From and out of the land called Villukani, situate at Kandirippuwa in Sawarana aforesaid; containing in extent about 5 acres, out of which an undivided one half share of $\frac{15}{16}$ shares of an undivided extent of 5 parrabs of paddy sowing soil on the southern side.

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

Negombo, March 6, 1928.

M. P. KURERA & Co.,
Auctioneers.

Auction Sale.

38 P/10/1

Properties at Horagolla in the District of Chilaw.

UNDER decree in case No. 1,528, D. C., Negombo entered in favour of the plaintiff Seena Ana Runa Sidambaram Chetty, by his attorney Sina Ana Runa Arunasalam Chetty of Negombo, against the defendants (1) Patiraja Ratnayakahettige Dona Josafina Perera Hamme of Horagolla and husband (2) Semburkuttiarachchige Don David Goonasekera, also of Horagolla and presently of Kuliyaipitiya, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 6,575, with interest on Rs. 5,000 at 18 per cent. per annum from March 17, 1927, to January 12, 1928, less a sum of Rs. 350, 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. 28 dated March 17, 1925, and attested by P. J. Loos, Notary, by public auction at the respective spots on Monday, April 16, 1928, to wit:—

At 4 P.M.

1. All that undivided extent of 1 acre of the allotment of land called Kahatagahawatta marked S 169, situate at Horagolla in Yatakalam pattu of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent 8 acres and 2 roods, and of the buildings and plantations standing thereon.

At 4.15 P.M.

(2) From and out of all those four contiguous portions of lands marked L 171, K 171, M 171, and W 171, now forming one property, situate at Horagolla aforesaid, and as such, one property is in extent 8 acres 1 rood and 20 perches the undivided extent of 3 acres, together with the buildings and plantations standing thereon of the undivided extent of 5 acres and 10 perches.

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

M. P. KURERA & Co.,

Negombo, March 6, 1928.

Auctioneers.

Auction Sale.

Properties at Horagolla in the District of Chilaw and Kandana in the District of Colombo.

UNDER decree in case No. 1,585, D. C., Negombo, entered in favour of the plaintiff Pena Reena Suna Pana Kana Nana Suppih Palle of Negombo, against the defendants (1) Maha Adikarimudalige Don Jagaries Appuhamy and wife (2) Liyana Aratchige Dona Martina Hamy, both of Horagolla, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 2,040, with interest on Rs. 1,500 at 18 per cent. per annum from April 29, 1927, to July 29, 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. 16,207, dated December 22, 1923, and attested by P. W. Marasinghe, Notary, by public auction at the respective spots on the hereinafter mentioned dates, viz:—

On Tuesday, April 17, 1928, at 4 P.M.

1. An undivided $\frac{1}{2}$ share of the land called Veralugahayaya, situate at Horagolla in Yatakalam pattu of Pitigal korale, in the District of Chilaw, North-Western Province; containing in extent about $1\frac{1}{2}$ acres.

At 4.30 P.M.

2. An undivided portion of 14 coconut trees plantable extent of the land called Rukaththanagahawatta, situate

at Horagolla aforesaid; containing in extent about 1 acre and 2 roods.

On Wednesday, April 18, 1928, commencing at 3.30 P.M.

3. An undivided $\frac{1}{2}$ share of the contiguous portions of the land called the $\frac{3}{4}$ share of Meegahawatta and the portion of Ketakellagahawatta, situate at Kandana in Ragam pattu of Alutkuru korale, in the District of Colombo, Western Province; containing in extent about 4 acres, and the undivided $\frac{1}{2}$ share of the buildings thereon.

4. An undivided $\frac{1}{2}$ share of the portion of land called Ketakellagahawatta, situate at Kandana aforesaid; containing in extent about 1 acre.

5. An undivided $\frac{1}{2}$ share of the land called Beruwala-kumbura and Meegahalayadda, situate at Kandana aforesaid; containing in extent $1\frac{1}{2}$ acres, and all the buildings and plantations thereon.

Further particulars from E. R. Samarasekera, Esq., Proctor, Supreme Court, and Notary, Negombo, or—

M. P. KURERA & Co.,

Negombo, March 6, 1928.

Auctioneers.

Auction Sale.

UNDER mortgage decree in D. C., Kandy, case No. 35,663, I shall sell by public auction at the respective spots commencing at 12 noon on Tuesday, April 3, 1928, the following properties, to wit:—

1. All those contiguous portions of land called Pujagedakanda, Watuwelakumbura, Kalawitapolekumbura, Weligodapelakumbura, Meeyekumbura, Asweddekumbura, Gannilekumbura, Muruthagahakumbura, and Kandayekumbura, marked A, B, C, D, E, F, G, H, and I, in Mr. Soysa's plan, and containing in extent 11 acres 2 roods and $\frac{8}{100}$ perches, situate at Kabbewela and Angamma in the Kandukara Ihala korale of Udapalata, in the District of Kandy Central Province; which said premises adjoin each other and form one property, excluding therefrom the oya and ela passing through the land.

2. All that land called Beralawemankadahena of about 2 acres in extent, situate at Mahara in Kandukara Ihala korale of Udapalata aforesaid.

3. Undivided two-third parts or shares of and in all that land called Udawatta of 1 pela paddy sowing extent, in the whole, situate at Angamma in Kandukara Ihala korale aforesaid.

4. All that field called Atalakekumbura of 5 kurunies paddy sowing extent, situate at Angamma aforesaid.

5. All that undivided half part or share of the western 12 lahas, out of all that land called Pelwatta alias Ukkuwagewatta, situate at Angamma aforesaid.

6. All that undivided half part or share out of $1\frac{1}{2}$ acres in extent of that land called Pujagedawatta of about 10 acres in extent, situate at Angamma aforesaid.

7. All that land called Medagewatta of 1 pela paddy sowing extent, situate at Angamma aforesaid.

8. The lands called Kanewatta, Aludeniyaalagewatta, Mahalekenegederawatta alias Medawatta, Piharalagedarawatta alias Angammanaralayewatta and Dunukedeniyawanata, all adjoining each other, containing about 6 pelas paddy sowing extent, situate at Angamma aforesaid, with the buildings, plantations, and everything thereon, except therefrom the northern 2 lahas in paddy sowing extent.

For further particulars apply to Messrs. Silva & Coomaraswamy, Proctors, Kandy, or to—

ALOY. E. FERNANDO,

1,014, Katukelle, Kandy.

Auctioneer.

Auction Sale.

Valuable Estate in Kegalla District.

2 P. 8/1
UNDER mortgage decree in D. C., Kandy, case No. 35,778, entered in favour of the plaintiff Mr. G. Johnston of Galakelle group, Urugalla, against the defendants R. C. W. M. Richard Nugawela of Kehelwatugoda and another, I shall sell by public auction at the respective spots commencing at 12 noon on Monday, April 2, 1928:—

1. Yakaluhenyaya estate, situate at Kehelwatugoda in Beligal korale, Kegalla District, containing in extent 49 acres and 2 roods.

2. All these lands called Badahelayahena and Beraluwhena comprising four allotments of land adjoining each other and now forming one property, situate at Batuwatta in Beligal korale aforesaid; containing in extent 11 acres and 22 perches.

3. Karukeppetiyamukulana of 8 acres and 34 perches in extent, situate at Pitawela in Beligal korale aforesaid.

4. An undivided $\frac{1}{2}$ part out of all that land called Kekunakande, marked C, coloured pink in plan made by E. A. Jayawickrema, Licensed Surveyor (the same being a defined $\frac{1}{2}$ part of the land comprised and described in title plan No. 221,684), situate at Batuwatta aforesaid; in extent 31 acres 3 roods and 17.33 perches.

5. The land called Amunutuduwekumbura of 1 amunam paddy sowing extent, situate at Kehelwatugoda aforesaid.

6. The field Irawelakumbura of 3 pelas paddy sowing extent, situate at Kehelwatugoda aforesaid.

For further particulars apply to Messrs. Silva & Coomaraswamy, Proctors, Kandy, or to—

A. R. WICKREMESEKERE,
 117, Trincomalee street, Kandy. Auctioneer.

Auction Sale of Estate Property.

36 P. 8/1
BY virtue of a commission issued to me in case No. 6,074 testamentary, D. C., Galle, of the estate of the late Fredrick Tyne Seneviratne Dissanaikie, deceased, of Andugoda, I shall sell by public auction on Saturday, March 24, 1928, commencing at 12 noon in the land Millagahawatta alias Gedarawatta, situate at Ganegama in the Gangaboda pattu, Matara, the following property belonging to the said estate, to wit:—

Inventory No. 102.—The land called Millagahawatta alias Gedarawatta, about 5 acres in extent.

Inventory No. 103.—The land called Dummalawatta, about 3 acres in extent.

Inventory No. 104.—The land called Godaudawatta, about 2 acres in extent.

Inventory No. 105.—The field called Wakkada Pallakumbura, about 2 acres in extent.

Inventory No. 106.—The land called Dikokanda, about 2 acres in extent.

Inventory No. 107.—The field called Helpankosse-kumbura, 16 kurunies paddy sowing extent.

Inventory No. 108.—The land called Hirideniya, about 1 amunam paddy sowing extent.

Inventory No. 109.—The land called Kodetuakkugawatta about 5 acres in extent. All situate at Ganegama in the Gangaboda pattu, Matara District.

On same Saturday, at 4 P.M. at the spot.

Inventory No. 122.—An undivided $\frac{1}{2}$ part of Gorakamodera, Ihalakabella, 1 pola and 8 kurunies paddy sowing extent.

Inventory No. 123.—An undivided $\frac{1}{2}$ part of Gorakamodera, Pahalakabella, 3 pelas and 4 kurunies paddy sowing extent, both situated at Gatara, Gangaboda pattu, Matara District.

March 5, 1928. K. JOHN GABRIEL JAYATILAKE,
 Commissioner.

Auction Sale under Partition Decree,
 Case No. 23,246.

22 P. 8/1
UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Saturday, April 21, 1928, at 2.30 P.M. at the spot:—

All that land called Nadayakdehikandu, situated at Patabondipulla in Ambalangoda, and bounded on the north by a portion of Kandewatta belonging to T. Ordiris de Silva and others, east by a portion of Kandewatta, south by a portion of Kandewatta, and the west by ela; containing in extent 2 roods and 0.4 perches.

The said land will be sold in 2 lots, 1 and 2, as per plan of survey No. 461A made by Mr. H. B. Gunawardana, Licensed Surveyor, Galle, first among the co-owners at the appraised value thereof, and if not bid over and purchased by any one of them they will immediately be sold among the public.

For further particulars, please apply to K. T. E. de Silva, Esq., Proctor, Supreme Court, and Notary Public, Ambalangoda, or to me—

March 7, 1928. K. T. THOS. SILVA,
 Commissioner.

Auction Sale.

14 P. 5/1
IN terms of the commission issued to me by the District Court of Jaffna on February 27, 1928, in testamentary case No. 6,195, the following property will be sold by public auction at the spot, on Monday, March 26, 1928, at 4 P.M.:—

17831
 Property.
 Land situated at Karadivu East, called Alady, in extent 7 lachams varagu culture and 17 kulies; bounded on the east by property of Ampalavanaswamikoil, north by Velayutar Arumugam, west by Visuvan Veeragatty and others, and south by Verhananam, widow of Thambar.

Jaffna, March 2, 1928. PHILIP MOSES,
 Commissioner.

Auction Sale.

18/1
 In the District Court of Kurunegala.

S. P. A. K. Kannappa Chetty, by his attorney Ana Lana Wellasamy Pulle V 49, Esplanade street, Kurunegala Plaintiff.

No. 11,587. Vs.

(1) Awanna Amamado Abdul Galle of Kurunegala.
 (2) S. P. A. V. Kannappa Chetty, administrator of the estate of Awanna Mohammad Ali, by his attorney Ana Lana Wellasamy Pulle Defendants.

UNDER and by virtue of the decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by public auction the following property hereinbelow

declared bound and executable under the said decree on Monday, April 2, 1928, commencing at 4 P.M. on the 6th land hereinbelow:—

1. An undivided $\frac{1}{2}$ share of Keenagahamulakotuwekumbura of 2 pelas paddy sowing extent and of its adjoining pillewa of 2 seers kurakkan sowing with everything thereon.
2. An undivided $\frac{1}{2}$ share of Keenagahakotuwekumbur of 2 pelas and 5 lahas paddy sowing.
3. An undivided $\frac{1}{2}$ share of Keenagahamulapitiyehena, now a garden of 2 lahas kurakkan sowing, with everything thereon, all situate at Mailla in Reco pattu korale.
4. An undivided $\frac{1}{2}$ share of Nimmale Dikhena, now a garden of about 2 lahas kurakkan sowing extent.
5. An undivided $\frac{1}{2}$ share of Dikhena, now a garden of about 3 lahas kurakkan sowing, both situate at Yatihena.
6. An undivided $\frac{11}{24}$ shares of Usgalagawahena, now a garden of 5 lahas kurakkan sowing, with the plantations and the tiled house standing thereon.
7. An undivided $\frac{11}{24}$ shares of the western pillewa of Weralugahakumbura, now a garden of 4 seers kurakkan sowing, both situate at Kiruepotta.
8. An undivided $\frac{11}{48}$ shares of Tunpelehena, now a garden of 3 lahas kurakkan sowing, situate at Bevilgomuwa.
9. An undivided $\frac{1}{2}$ share of Medilandehena *alias* Medalandewatta of 6 kurunies kurakkan sowing, situate at Kuriepotta.

On Tuesday, April 3, 1928, commencing at 4 P.M. on the 14th land hereinbelow.

10. An undivided $\frac{1}{2}$ share of an allotment of land called Puwakgahakotuwa, described in plan No. 151,593 dated February 21, 1890, authenticated by Colonel F. C. H. Clarke, R.A., Surveyor-General; containing in extent 3 acres 1 rood and 11 perches.
11. An undivided $\frac{1}{2}$ share of Lapayapillewa, now a garden of about 1 laha kurakkan, both situate at Wettaragoda.
12. An undivided $\frac{2}{27}$ shares of Kahatagahamulahena, now a garden of 2 acres and 36 perches, situate at Henemulla.
13. An undivided $\frac{2}{27}$ shares of Kahatagahamulahena, now a garden of 2 acres and 7 perches, situate at Henemulla.
14. An undivided $\frac{1}{2}$ share of all that allotment of land bearing assessment No. 56, with the tiled buildings thereon; containing in extent $9 \frac{59}{100}$ perches, situate in the town of Kurunegala.
15. An undivided $\frac{1}{2}$ share of all that allotment of land bearing assessment No. 55, with the tiled buildings thereon; containing in extent $4 \frac{92}{100}$ perches or $\frac{1}{2}$ a chundu kurakkan sowing, situate at Bazaar street in the town of Kurunegala.
16. An undivided $\frac{1}{2}$ share of Eramudugahamulawatta bearing assessment No. 5, with everything thereon, of about 1 chundu kurakkan sowing extent or $39 \frac{8}{100}$ perches in extent, situate at the Square lane in the town of Kurunegala.

Further particulars from me—

T. B. AMUNUGAMA,
Licensed Auctioneer.

Kurunegala, March 6, 1928.

In the District Court of Kurunegala.

S. P. A. V. Annamally Chetty, by attorney Suna Pana Arumogam Pulle of Navammala Plaintiff.

No. 12,480.

Ranmetta Durayalage Hapuwa Duraya of Welihwera in Angomu korale Defendant.

UNDER and by virtue of the decree entered in the above case, and by virtue of order issued to me for the recovery of the amount stated therein, I shall sell by

public auction the following property hereinbelow declared bound and executable under the said decree on Saturday, March 31, 1928, commencing at 3 P.M. on the first land hereinbelow:—

1. All those contiguous allotments of land called Nugawelagawawatta *alias* Nugawelakumburewatta, Meegahamulahena, now garden, and Kongahamulahena, now forming one land in extent 20 acres 3 roods and 5 perches, all situate at Welihwera.
2. All those contiguous allotments of land called Kudupolehena, now garden, Dangahamulahena, now garden, and the northern third share of Bogahamulahena, all situate at Welihwera, and the northern portion of the south-western portion separated by a cart road from the land called Talagahamulahena, situate at Anukkana in Angomu korale, now forming one land with the buildings, plantations, and everything thereon; containing in extent 13 acres and 25 perches.
3. All that land called Ambagahamulahitinawatta, comprising of a half share of Ambagahamulawatta registered in D 198/25 in extent 3 acres and 12 perches, a half share of Dangahamulahitinawatta in extent 4 acres and 14 perches, $\frac{1}{2}$ shares of Ihalakumburatayawapillewa in extent 1 acre 3 roods and 27 perches, a half share of Ambagahamulawatta *alias* Dangahamulahitinawatta in extent 5 kurunies kurakkan, a half share of Paliyakotuwe-watta *alias* Ambagahamulawatta in extent 5 kurunies kurakkan sowing, Kiriypadinchiwatta in extent 1 acre 2 roods and 26 perches, Kolongahamulawatta of 1 timba kurakkan sowing, lots A and B in the figure of survey made by Mr. E. C. Daniels, Surveyor, in extent 2 acres 3 roods and 14 perches, a half share of Ambagahamulawatta *alias* Paliyakotuwe-watta in extent 6 lahas kurakkan, a half share of Dangahamulawatta *alias* Ambagahamulawatta in extent 5 lahas kurakkan, now forming one land of about 18 acres in extent, situate at Welihwera, excluding therefrom however about a $\frac{1}{2}$ acre from the said Ihalakumburatayawapillewa.
4. Two undivided third shares of Madawalamullehenyaya *alias* Madawalamullehena, now garden of 3 pelas *alias* 1 amunam kurakkan sowing extent, situate Welihwera aforesaid.
5. Thirty-one undivided thirty-sixth shares of Thala-attaweti yakumbura of 2 acres 1 rood and 8 perches, in extent, situate at Welihwera.
6. All that land called Nugulwalakumbura of 7 pelas paddy sowing extent, situate at Welihwera; containing in extent 5 acres and 7 perches.
7. All that land called Bakmeegahamulawatta of 1 acre 2 roods and 3 perches in extent, situate at Welihwera.
8. All that land called Bulugahamulawatta of about 3 lahas kurakkan sowing, situate at Welihwera.

Further particulars from me—

T. B. AMUNUGAMA,
Licensed Auctioneer.

Kurunegala, February 24, 1928.

Cancellation and Revocation of Power of Attorney.

NOTICE is hereby given that the power of attorney No. 2,387, dated January 9, 1922, and attested by D. G. Goonewardene of Galle, Notary Public, whereby I appointed Shuna Pana S havenna Saminathan Chetty of Galle my attorney in Ceylon has been cancelled and revoked, and that the said Shuna Pana S havenna Saminathan Chetty has ceased to be my attorney as from August 25, 1926.

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V. K. V. L. LETCHIMANAN CHETTY.

Colombo, March 5, 1928.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Drift and Confiscated Rubber.

NOTICE is hereby given that Messrs. Bartlett & Co. will sell by public auction at No. 15 Warehouse, H. M. Customs, Colombo, on the 10th instant, at 11.30 A.M., the following:—

Drift rubber: Crepe, 382 lb. approximately; sheet, 76 lb. approximately.

Confiscated rubber: Scrap, 994 lb.

Export licences will be issued by the Principal Collector of Customs in respect of the above rubber.

Shipping Office,
H. M. Customs, Colombo, March 7, 1928.

F. C. GUNSON,
for Principal Collector.

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, Edwin Roland de Silva, Acting 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.
458	February 28, 1928	Lourdes Church.	Kudagama, Walgam pattu, Kinigoda korale, Kegalla District	Rev. L. V. Fernaudo, Missionary Apostolic, Minister	Roman Catholic

Registrar-General's Office,
Colombo, February 28, 1928.

E. R. DE SILVA,
Acting Registrar-General.

RURAL EDUCATION DISTRICT COMMITTEE, GALLE.

Statement of Revenue and Expenditure during 1927.

REVENUE.	Amount. Rs. o.	EXPENDITURE.	Amount. Rs. o.
Balance from previous year	.. 19,904 84	Salaries	.. 5,589 15
Government contribution	.. 33,000 0	Repairs to buildings	.. 10,800 00
Miscellaneous (security deposits)	.. 700 0	Making and repairing fences, school gardens, walls, and play grounds	.. 1,430 73
		Furniture and school apparatus	.. 2,672 55
		Garden implements	.. 303 93
		Erection of new buildings and extension of existing buildings	.. 16,804 00
		Miscellaneous	.. 749 93
			.. 37,253 9
		Balance on December 31, 1927	.. 17,012 76
	54,204 84		54,204 84

Galle, March 6, 1928.

W. D. GUNARATNA,
for Chairman.

Trafford Hill Estate School.

NOTICE is hereby given that the above school situated in the Tumpane district of the Central Province, under the management of the Superintendent, has been registered as a grant-in-aid school, with effect from February, 1927.

Education Office,
Colombo, March 9, 1928.

L. MACRAE,
Director of Education.

Millakande Rubber Estate School.

NOTICE is hereby given that an application has been received from the Superintendent, Millakande Rubber Estate for grant-in-aid of his Estate School which is situated in the Kalutara District of the Western Province.

Observations will be received not later than April 9, 1928

Education Office,
Colombo, March 9, 1928.

L. MACRAE,
Director of Education.

Boyagama Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. B. Gnanaratana for grant-in-aid of the above school which is situated at Boyagama, in Kegalla District of the Province of Sabaragamuwa.

Observations will be received not later than April 9, 1928.

Education Office,
Colombo, March 9, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. G. A. F. Sanaratus has been appointed Manager of the schools mentioned below, in place of Rev. H. de S. Wickremaratne:—

Schools referred to.

Wellawatta Wesleyan School.
Dehiwala Wesleyan School.
Karagampitiya Wesleyan School.
Popiliyana Wesleyan School.

Education Office,
Colombo, February 24, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. G. W. Harrison has been appointed Manager of the schools mentioned below, in place of Rev. G. E. Jessop.

Schools referred to.

Point Pedro Girls' A.-V. Bdg., J/Mathanai, J/Katevolana, J/Thambuciddi, J/Tiscuna, J/Kaddavelly, J/Karaveedy West, Nelliady, J/Tatta street, J/Tumpalai, J/Puloly, J/Alvay South, J/Saccednai, J/Tunnabi West, J/Caravaddy East, and J/Vathiry North.

Education Office,
Colombo, March 3, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Miss A. M. Smurthwaite has been appointed Manager of the school mentioned below, in place of Miss Elsie W. Evans:—

School referred to.

Maradana B. M. S. Girls' Boarding School.

Education Office, L. MACRAE,
Colombo, March 3, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Mr. S. Ehamparan, Tirunelvely, Jaffna, has been appointed Manager of the school mentioned below, in place of Mr. K. S. Subramaniam:—

School referred to.

Tirunelvely Mixed Hindu School.

Education Office, L. MACRAE,
Colombo, February 29, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that Rev. W. M. P. Jayatunga has been appointed Manager of the schools mentioned below in place of Rev. J. W. Perera:—

School referred to.

C/Kudabuthgamuwa Girls' School.
C/Kudabuthgamuwa Boys' School.
C/Welampitiya Mixed School.

Education office, L. MACRAE,
Colombo, February 28, 1928. Director of Education.

Change of Management.

NOTICE is hereby given that the Rev. L. J. Gaster, Castle Hill, Kandy, has been appointed Manager of the schools mentioned below, in place of Rev. A. M. Walmsley:—

Schools referred to.

St. John's College, Jaffna.
Chundikuli Girls' English School, Jaffna.

L. MACRAE,
Director of Education.

Education Office,
Colombo, February 27, 1928.

UNIVERSITY OF LONDON.**Intermediate Examination in Arts, 1928.**

IT is hereby notified that the regulations for the above examination published in *Ceylon Government Gazette* No. 7,609 of October 7, 1927, are amended so far as they relate to the Syllabus in Bengali, Gujarati, Hindi, Marathi, Sinhalese, and Urdu, by the deletion from page 2 thereof, of the following words:—

“And on outlines of Indian History up to the First Century, A. D. (i.e., the period covered by Rapson's Ancient India).”

The amended Syllabus in Bengali, Gujarati, Hindi, Marathi, Sinhalese, and Urdu will then read as follows:—

1. Translation from specified texts, with questions on their language and subject matter.
2. Translation from unspecified texts; translation from English, questions on grammar.

Education Office, L. MACRAE,
Colombo, March 5, 1928. Director of Education.

Preliminary Examination for English Teachers' Certificate.

IT is hereby notified that paragraph 2 of the regulations for the above examination published in *Ceylon Government Gazette* No. 7,593 of July 8, 1927, is amended so as to read as follows:—

“To be eligible for the examination candidates must be (i.) Registered teachers in Government, Assisted or Recognized Schools who have passed the E. S. L. C. Examination or the Cambridge Junior Examination; or (ii.) recognized as student teachers over 18 years of age in Assisted English Schools.”

Education Office, L. MACRAE,
Colombo, March 5, 1928. Director of Education

Registration of Pirivenas, 1927-28.

THE following Pirivenas have been registered for grant:—

G. Sugatasasanodaya Pirivena, Welitara, Balapitiya.
Kl. Vidyaraja Pirivena, Gorakapola, Panadure.
Bd/Vidyoththansa Pirivena, Weherogoda, Badulla.

Education Office, L. MACRAE,
Colombo, March 2, 1928. Director of Education.

Closure of Area for Application Surveys in Western Province.

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

Area No. 1, which includes the Negombo and Colombo Districts.
Area No. 2, which includes the Kalutara District.

2. Area No. 1 will be closed on April 15, 1928, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again reopened. This, however, will not preclude applicants from submitting to me for registration, applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

3. The next area to be closed for survey will be area No. 2. Applications for the purchase or lease of Crown land in this area should be forwarded to me as early as possible.

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

February 29, 1928. H. C. Cocks,
for Government Agent.

Temporary Refreshment Booths on Lotus Road.

NOTICE is hereby given that the Government Agent of the Western Province will receive sealed tenders at his office in Colombo on March 30, 1928, till 1 P.M., for the lease of three small plots (to be approved by the Government Agent) on the Crown land adjoining the Lotus road (each plot not to exceed 12 square feet) for the erection of refreshment booths, subject to the following conditions:

1. Leases may be terminated on one month's notice.
2. Tenders below Rs. 50 per annum will not be considered.
3. On acceptance of tender three months' rent shall be deposited as security.
4. Rent shall be paid monthly in advance.
5. Booths shall be of a movable type to be approved by the Government Agent.
6. Lessees will not be permitted to put up any awning or structure made of sacking, old motor hoods, or other unsightly material.
7. Lessees shall keep the surrounding premises clean and sanitary and also comply with the Municipal regulations.

8. Failure to carry out any of the foregoing conditions will render the leases liable to be determined.
9. Sketches must be sent showing the sites selected.
10. The Government Agent reserves the right to reject any tender or all tenders.

The Kachcheri,
Colomb, March 1, 1928.

R. N. THAINE,
Government Agent.

Sale of Minor Forest Produce.

THE right to collect the forest produce specified in the appended schedule during the period commencing on April 1, 1928, and ending on September 30, 1928, from the Crown lands situated in the districts specified will be sold by public auction by the Divisional Forest Officer of the Central Division on the date and at the place mentioned in the said schedule. The right in respect of the several products may be sold separately or collectively at the discretion of the Divisional Forest Officer.

2. The right to collect the produce hereby offered for competition shall be exclusive of such privileges as villagers have acquired under the provisions of the Forest Ordinance or by usage for their domestic or village requirements.

3. The highest bidder will be declared the purchaser, subject to the approval of the Conservator of Forests, and shall immediately on his being so declared deposit the necessary amounts as hereunder and sign his name in the Register of Sale in admission of such purchase:—

Bids up to Rs. 100.

The amount of the bid in full and security Rs. 20 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests.

Bids over Rs. 100 and up to Rs. 500.

50 per cent. of the bid and security Rs. 50 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid within 14 days of the approval of sale by the Conservator of Forests.

Bids over Rs. 500 and up to Rs. 1,000.

50 per cent. of the bid and security of Rs. 75 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid regularly in two monthly instalments within two months of the date of approval of the sale by the Conservator of Forests.

Bids over Rs. 1,000.

50 per cent. of the bid and security Rs. 150 to be deposited immediately on conclusion of the sale pending the approval of the Conservator of Forests. Balance to be paid regularly in three monthly instalments within three months of the date of approval of the sale by the Conservator of Forests.

4. Should the required deposit not be made immediately on conclusion of the sale, the right to collect the produce will be at once offered again to public competition, and the person who failed in the first instance to make the required deposit will not be allowed to bid, unless he deposits in advance a sum of Rs. 50, which will be forfeited if he again refuses to make the required deposit on acceptance of his bid.

5. The balance of the purchase amount, if any, shall be paid as specified in condition 3.

6. Should the person decline or fail to enter into an agreement within ten days of receiving notice in writing from the Divisional Forest Officer to the effect that his bid has been accepted by the Conservator of Forests or to pay the balance of the purchase amount when due, the deposits already made on account of the purchase and the security shall be forfeited and the right to collect the produce in question rescind at the risk of the original purchaser, who shall be held liable to make good any deficiency in the price realized at such resale, but, on the other hand, he shall not be entitled to participate in any profit which may accrue to the Government by any resale.

7. The right to collect the produce in question shall not be assigned, resold, or sublet by the purchaser without the consent of the Conservator of Forests first obtained in writing.

8. Should the purchaser or his employees cause any damage to trees in the forest or commit any forest offence, the purchaser shall be held liable to pay compensation for all such damage or loss, and on failure to pay he shall be liable to prosecution.

9. The collection of all minor forest produce should cease on August 31, 1928, to admit of the minor forest produce collected being transported to the Central Stores before September 30, 1928, after which day the purchasers will not be allowed to transport any produce to the Central Store, no matter when the minor forest produce might have been collected in forest.

10. The Government reserves to itself the right, without question, of rejecting the purchaser's employees, and of rescinding the agreement if the above conditions are not adhered to.

11. For any further information, and for inspection of the draft agreements, application should be made at the Office of the Divisional Forest Officer of the Central Division, Nuwara Eliya, in which the forests are situated.

SCHEDULE.

Central Division.

(1) Area of Exploitation: Revenue District of Kandy.

Produce:—(a) Binkohomba.
(b) Honey and beeswax.
(c) Aralu.
(d) Bulu.
(e) Nelli.
(f) Jatamansa.

Sale at Range Forest Office, Kandy, at 10 A.M. on April 2, 1928.

(2) Area of Exploitation: Revenue District of Nuwara Eliya.

Produce:—(a) Binkohomba.
(b) Honey and beeswax.
(c) Jatamansa.

Sale at the Range Forest Office, Nuwara Eliya, at 10 A.M. on April 5, 1928.

J. D. SARGENT,
Conservator of Forests.

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

Sale of Produce, Experiment Station, Peradeniya.

THE following produce of the Experiment Station, Peradeniya, will be sold by public auction sale on Tuesday, March 27, 1928, at 9 A.M., on the spot:—

Dry coffee	Pepper
Croton seed	Coconut logs
Copra	

Unserviceable Articles.

1 Jute Hessian screen	1 mining machine
1 dinner bell	1 presser meat
1 water bucket	3 soil sieves
2 filter taps	3 stoves oil
1 empty tar barrel	1 spirit lamp
1 butter roller	1 sterilizing set with 5 bottles
2 butter spoons	1 camera photo-micro
2 butter fat moulds	1 centrifugal machine
1 butter board	1 hose rubber with bronched tap nose jet
1 latex strainer	3 hurricane lanterns
100 latex cups	1 pail enamelled with cover
10 class room chairs	1 wooden tub
1 office bell	1 bone grinding mill
1 Bee clock	
1 oil gas blow lamp	
1 filter, Delphin	

A deposit of Rs. 10 for produce will be required to be made with the Manager of the Experiment Station by the purchasers of each of the articles purchased. Should any

person fail to remove the produce within seven days inclusive of the date of purchase, such deposit will be forfeited to the Crown. All other deposits will be returned when the articles purchased have been removed.

Payment must be made before delivery.

The produce will be delivered at the store of the Experiment Station, Peradeniya, where it can be seen by intending purchasers.

The Government reserves to itself the right, without question, of accepting or rejecting the highest offer.

Peradeniya, March 2, 1928. F. A. STOCKDALE,
Director of Agriculture.

Loss of Firearms.

GALLE DISTRICT.

Number of licence : 20/C 10266 issued by Mudaliyar, W. B. P.

Description of the gun : 12-bore single-barrelled breech-loading gun by Stevens Arms Co., bearing No. 7361 on stock.

Name of owner : R. Pedrick de Silva, Madampe, in Wellaboda pattu of the Galle District, in the Southern Province.

Remarks : Said to have been stolen.

The Kachcheri, W. D. GUNARATNA,
Galle, February 29, 1928. for Government Agent.

Description of the gun : Single-barrelled breech-loading gun by H. & R. Arms Co., bearing Nos. 4709 and 3533 on stock.

Number of licence : 35/C 09753 issued by Mudaliyar, W. B. P.

Name of the licensee : Ruwanpura Seneris de Silva of Lakmivilla, in Randoombe of the Galle District, in the Southern Province.

Remarks : Said to have been stolen.

The Kachcheri, P. H. DE LA HARPE,
Galle, February 29, 1928. for Government Agent.

1. Description of the gun : 12-bore single-barrelled breech-loading gun manufactured by Stevens Arms Co., bearing No. 7361 on stock.

Number of the licence : 20/C 10266 issued by the Mudaliyar, Wellaboda pattu.

Name of the licensee : R. Pedrick de Silva, Madampe, Wellaboda, Ambalangoda, in the Galle District of the Southern Province.

Remarks : Said to have been stolen.

2. Description of the gun : 12-bore single-barrelled breech-loading gun manufactured by Stevens Arms Co., bearing Nos. 4449 and 3471G on stock.

Number of the licence : 98/C 09950.

Name of the licensee : Udumala Marikkar Mohammed Deen of Miliduwa, in the Four Gravets of the Galle District, in the Southern Province.

Remarks : Said to have been stolen.

Marc's 2, 1928. P. H. DE LA HARPE,
for Government Agent.

JAFFNA DISTRICT.

A single-barrelled muzzle-loading gun licensed under No. B 37481/2513 and bearing No. 0116 marked on the stock.

Name of owner : Velan Murugan of Karanavai South.

Remarks : Licensee is dead and the whereabouts of the gun are not known.

The Kachcheri, G. DE SOYZA,
Jaffna, March 1, 1928. for Government Agent.

Description of property : A single-barrelled muzzle-loading gun licensed under No. B 11267/2374 and bearing No. 2374 marked on the stock.

Name of owner : Mr. V. Muttukumar of Tellipalai.

Remarks : Said to have been lost.

The Kachcheri, G. DE SOYZA,
Jaffna, March 2, 1928. for Government Agent.

Description of property : A single-barrelled breech-loading gun licensed under No. B 11241/2349 and bearing No. 1205 marked on the stock.

Name of Owner : Murukar Mailvaganam of Ittavil.

Remarks : Owner is dead and the whereabouts of the gun are not known.

The Kachcheri, G. DE SOYZA,
Jaffna, March 6, 1928. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises known as Yalta, Flower 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 24, 1928.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, February 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 49/9, situated at Wekanda, Slave Island, Colombo : Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 28, 1928.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, February 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 24, situated at Vauxhall street, Slave Island, Colombo : Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from February 26, 1928.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, February 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 41, situated at Kynsey 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 27, 1928.

CHAS. W. PATE,
The Municipal Office, Municipal Veterinary Surgeon.
Colombo, February 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises known as the Municipal land at Albert 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 27, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, February 28, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 40, situated at Wasala road, Kotahena, 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 28, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, March 6, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 42, situated at Skinner's road north, Kotahena, 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 29, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, March 6, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 9, situated at Buller's 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 28, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, March 6, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 19, situated at Wasala road, Kotahena, 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 March 2, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, March 6, 1928.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 23, 1928, published in the *Government Gazette* No. 7,622 of March 2, 1928, the premises bearing assessment No. 303 situated at Castle 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 effect from March 3, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, March 6, 1928.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 8, 1928, published in the *Government Gazette* No. 7,630 of February 17, 1928, the premises bearing assessment No. 10, situated at Shrubbery Gardens, Bambalapitiya, 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 February 27, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombn, Mar h 6, 1928.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 17, 1928, published in the *Government Gazette* No. 7,631 of February 24, 1928, the premises bearing assessment No. 23, situated at Koswatta road, 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 March 1, 1928.

CHAS. W. PATE,
Municipal Veterinary Surgeon.
The Municipal Office,
Colombo, March 6, 1928.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared as infected at Naula, in Wagapanaha Udasiya path of Matale North, in the District of Matale of the Central 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* No. 7,436 of December 19, 1924, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

T. B. ELLEPOLA,
Ratamahatmaya, Matale North.
February 28, 1928.

SALES OF TOLL AND OTHER RENTS.**Toll Rents, Western Province.**

NOTICE is hereby given that on Saturday, March 24, 1928, at 12 noon, will be put up for resale at the Colombo Kacheheri, at the risk of the original purchasers for the period mentioned below, the under-mentioned Toll Rents of the Western Province; the original purchasers of which may have failed to pay on or before that date the instalment for the month of February, 1928, or any part thereof, that may be due and owing on that date.

The purchaser or purchasers at the resale should deposit one-tenth of the purchase amount on the day of sale. If the rents are not disposed of at the resale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

From April 1, 1928, to September 30, 1928.

Canals.—(1) Hendala, (2) Negombo, (3) Kalutara, (4) Grandpass,
Ferries.—Mutwal.

The Kacheheri,
Colombo, March 1, 1928.

R. N. THAINE,
Government Agent.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

NOTICE is hereby given that the under-mentioned movable property seized by virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of rates due on premises and for the period mentioned in the subjoined schedule, will be sold by public auction at the place and at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

March 5, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Date and Time of Sale : March 16, 1928, at 9 a.m.

No.	Street.	Quarter and Year.	Property seized.	Place of Sale.
245 and 713E/18	Keyzer street	3rd quarter, 1927	17 Yale padlocks, 6 dozen brass drawer locks	Municipal Stores, Darley road, Colombo

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted :—

No. 2,271 of October 10, 1927 (Date applied for under Section 50 of the Ordinance ; October 11, 1926).

Georges Claude and Paul Boucherot.

A process and apparatus for employing deep water for cooling purposes.

Abstract.—The applicants propose to make use of the cold water from the bottom of the sea to cool the air of tropical countries.

The claims are :—

1. A method calculated to assuage intense heat and air damp in certain hot or tropical regions, such method consisting in lowering the said air temperature through using as a cold producer or cooling agent the cold water drawn from deep sea or other levels, by raising up to the water surface the cold water from said depths and taking avail by any suitable means of the cooling power of said waters.

2. For performing the method as per Claim 1 :—

(a) Direct utilization of the cold water through circulating the same in the places to be cooled.

(b) Circulating said cold water within a temperature exchanger in order to cool air circulated in inverse direction, the water preferably flowing by gravity and the water being driven in the inverse direction by any suitable suction or forcing device.

(c) Raining or streaming the cold water down a vertical or sloping chimney, chute, or conduct, said duct having its top part open to atmospheric air and communicating through its lower part with channels or pipes ending in orifices for cold or "cold gates" whereat said air arrives and where from it comes out in cooled condition, the water being discharged or exhausted from the bottom by means of a siphon or such like device.

No drawings.

No. 2,288 of January 13, 1928.

Geo. B. Hinton.

Process for making cementitious material of cellular texture.

Abstract.—Air is introduced into a pulp of Portland cement and water and this pulp is agitated with a small proportion of flotation oil.

The claims are :—

1. A process for making a cementitious material of cellular texture by introducing air by agitation or other means into a pulp of Portland cement and water, and agitating this aerated pulp with a small quantity of a flotation oil.

2. A process for making a cementitious material of cellular texture by introducing air by agitation or other means into a pulp of Portland cement and water that has been saturated with cement, and agitating this aerated pulp with small quantity of a flotation oil.

3. A process for making a cementitious material of cellular texture by introducing air by agitation or other means into a pulp of Portland cement, sand or other inert material, and water, and agitating this aerated pulp with a small quantity of a flotation oil.

No drawings.

NORMAN RAE,
Registrar of Patents.

ROAD COMMITTEE NOTICES.

Ulapane-Riverside 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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 133, sanctioned November 4, 1927.)

Government moiety .. Rs. 1,728-00
Private contributions ... Rs. 1,745-28

1st to 2nd section, 1 mile.

Total acreage, 2,142—Moiety of cost, Rs. 400-80—
Rate per acre, 18711.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	.. Mahavilla	.. 321	.. 60 6
Do.	.. Weliganga and Halgolla	.. 204	.. 38 17
Vailoo Cangany	.. Mahugahahena	65	.. 12 16
Messrs. Lee, Hedges & Co. (F. D. Milner)	.. Kanapediwatta	527	.. 98 61
Korale Estates Co., Messrs. Brooke Bond & Co. and R. Wynell Mayo	.. Riverside	.. 390	.. 72 97
The English and Scottish Co-operative Wholesale Societies and D. A. McPhail	.. Dambagalla	.. 98	.. 18 34
Do.	.. Nugawella	.. 191	.. 35 74
D. and T. A. Griffiths	.. Denmark	.. 150	.. 28 7
The Tilton (Ceylon) Tea Estates, Ltd. (Leslie Roundel (Agents, Messrs. Henderson & Co.) Oolapane	.. Oolapane	.. 196	.. 36 68
			400 80

3rd section, ½ mile.

Total acreage, 1,946—Moiety of cost, Rs. 200-40—
Rate per acre, 10298c.

The English and Scottish Co-operative Wholesale Societies and T. A. Griffiths	.. Mahavilla	.. 321	.. 33 6
Do.	.. Weliganga and Halgolla	.. 204	.. 21 1
Messrs. Lee, Hedges & Co. (F. D. Milner)	.. Kanapediwatta	527	.. 54 27
Vailoo Cangany	.. Mahugahahena	65	.. 6 69
Korale Estates Co., Messrs. Brooke Bond & Co. and R. Wynell Mayo	.. Riverside	.. 390	.. 40 16
The English and Scottish Co-operative Wholesale Societies and D. A. McPhail	.. Dambagalla	.. 98	.. 10 9
Do.	.. Nugawella	.. 191	.. 19 67
Do. and T. A. Griffiths	.. Denmark	.. 150	.. 15 45
			200 40

4th, 5th, and 6th sections, 1½ mile.

Total acreage, 1,271—Moiety of cost, Rs. 601-20—
Rate per acre 47301c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Messrs. Lee, Hedges & Co. (F. D. Milner)	.. Kanapediwatta	527	.. 240 28
Vailoo Cangany	.. Mahugahahena	65	.. 30 69
Korale Estates Co., Messrs. Brooke Bond & Co. and R. Wynell Mayo	.. Riverside	.. 390	.. 184 47
The English and Scottish Co-operative Wholesale Societies and D. A. McPhail	.. Dambagalla	.. 98	.. 40 35
Do.	.. Nugawella	.. 191	.. 60 35
			601 20

7th, 8th, and 9th sections, 1-32 mile.

Total acreage, 679—Moiety of cost, Rs. 529-05—
Rate per acre 77916c.

Korale Estates Co., Messrs. Brooke Bond & Co. and R. Wynell Mayo	.. Riverside	.. 390	.. 303 47
The English and Scottish Co-operative Wholesale Societies and D. A. McPhail	.. Rumbagalla	.. 98	.. 74 36
Do.	.. Nugawella	.. 191	.. 148 32
			529 05

Abstract.

	Rs. c.		Rs. c.
Mahavilla estate	.. 93 12	Nugawella	.. 294 58
Weliganga and Halgolla	.. 59 18	Mahugahahena	.. 49 60
Kanapediwatta	.. 402 16	Denmark	.. 43 52
Riverside	.. 601 47	Oolapane	.. 36 68
Dambagalla	.. 151 14		
			1,731 45

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

N.B.—Private contributions	..	Rs. c.	1,745 28
Unexpanded balance, 1926-27	..		13 83

Amount to be recovered on account 1927-28 .. 1,731 45

W. L. KINDERSLEY,
Chairman.

Provincial Road Committee's Office,
Kandy, February 28, 1928.

Wanarajah Branch Road (between Wanarajah Bridge and Claverton Store).

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," have assessed the proportion due by each estate interested in the repair of the said road to make up the private contributions as follows:—

(Estimate No. D 185, sanctioned on November 30, 1927.)

Government moiety .. Rs. 2,350-00
Private contributions .. Rs. 2,373-50

1st section, 1 mile.

Total acreage, 4,595—Moiety of cost, Rs. 526·04—
Sectional rate, ·11448c.—Total rate, ·11448c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Wanarajah Tea Company of Ceylon, Ltd.	Wanarajah	345	39 50

1st and 2nd sections, 2 miles.

Total acreage, 4,250—Moiety of cost, Rs. 526·04—
Sectional rate, ·12377c.—Total rate, ·23825c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
South Wanarajah Tea Estates Company	South Wana- rajah	255	60 76

1st to 4th section, 4 miles.

Total acreage, 3,995—Moiety of cost, Rs. 1,052·10—
Sectional rate, ·26335c.—Total rate, ·50160c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Ceylon Proprietary Com- pany	Summerville	242	121 39
R. C. Scott	Blair Athol	306	153 49
Executors of M. V. Arunasalam Retty			
Cangany	Carfax	299	149 98
K. Rollo and Mrs. Mercer	Gorthie	308	154 50
Whittall & Co.	Dunkeld	237	118 88
Castlereagh Estate Com- pany	Castlereagh	526	263 85
Whittall & Co.	Banff	192	96 31
Do.	Elstree	167	83 77
Lethenty Tea Estate Association	Lethenty and Essex	320	160 52
Do.	Marlborough	258	129 41
Do.	Blairgowrie	114	57 18

1st to 5th section, 4·50 miles.

Total acreage, 1,026—Moiety of cost, Rs. 263·02—
Sectional rate, ·25635c.—Total rate, ·75795c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Lathenty Tea Estates Association	Claverton	198	150 8
Uplands Tea Estates of Ceylon	Osbourne	522	395 65
Lathenty Tea Estates Association	Broad Oak	306	231 93
Total			2,367 20

N.B.—Private contributions .. 2,373 50

	Rs. c.
Unexpended balance, Maintenance	1 71
Do. Flood damages	4 59
Amount to be recovered on account 1927-28	2,367 20

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, February 28, 1928. Chairman.

High Forest-Bramley 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," have assessed the proportion due by each estate in the district interested, as follows:—

(Estimate No. D 148, sanctioned on October 20, 1927.)

Government moiety	Rs. 1,750·00
Private contributions	Rs. 1,767·50

1st to 3rd section, 1·50 mile.

Total acreage, 3,054—Moiety of cost Rs. 1,066·79—
Sectional rate, ·34930c.—Total rate, ·34930c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Bois Bros. Agents (G. Abbott)	Kurunduoya	683	238 58
J. M. Robertson & Co. (E. G. B. de Mowbray)	Rillamulla	230	80 35

1st to 4th section, 1·92 mile.

Total acreage, 2,141—Moiety of cost, Rs. 298·71—
Sectional rate, ·13951c.—Total rate, ·48881c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Carson & Co. (T. H. Williams)	Bramley	297	145 19
Boustead Bros. (T. H. Williams)	Lauriston	235	114 88
Whittall & Co. (W. Polson)	High forest	1,609	786 50

Total .. 1,365 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

	Rs. c.
N.B.—Private contributions	1,767 50
Unexpended balance, 1926-27	2 0
Contribution from Alma Group	400 0
Amount to be recovered on account 1927-28	1,365 50

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, February 28, 1928. Chairman.

Wallaha Branch Road.

(Between Tillicoultry and Eildon Hall Estates.)

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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 165, sanctioned November 4, 1927.)

Government moiety	Rs. 1,500·00
Private contributions	Rs. 1,615·00

1st section, ·91 mile.

Total acreage, 4,170—Moiety of cost, Rs. 721·03—
Sectional rate, ·17290c.—Total rate, ·17290c.

Proprietors or Agents.	Estates.	Acreage.	Amount due. Rs. c.
The Dimbula Valley Com- pany	Tillicoultry	401	69 34
The Ceylon Tea Plantations Company, Limited	Wallaha	290	50 15
A. V. & J. H. Renton	Talankande	268	46 34

From 1st to end of 2nd section, 1·91 mile.

Total acreage, 3,211—Moiety of cost, Rs. 792·29—
Sectional rate, ·24674c.—Total rate, ·41964c.

E. Temple	Diyanilakele	267	112 5
The Dimbula Valley Tea Co., Ltd.	Mousaella	550	230 80
Eildon Hall Tea and Rubber Co., Ltd.	Eildon Hall	413	173 31
Bambarakele Estate Tea Co., Ltd.	Bambarakele	486	203 95
Do.	Dell	100	41 97
T. Fairhurst and W. C. Oswald	Oddington	100	41 97

Proprietors or Agents.	Estates.	Acreage.	Amount due.
			Rs. c.
Mrs. Wiggin & Son	.. Melton	.. 207	.. 86 87
J. Fairhurst (W. C. Oswald)	.. Ferham	.. 273	.. 114 56
Scottish Trust and Loan Co., Ltd.	.. Rahanwatta	.. 306	.. 128 41
Do.	.. Queenwood	.. 233	.. 97 78
Eildon Hall Tea and Rubber Co., Ltd.	.. Agra	.. 276	.. 115 82
		Total	.. 1,513 32

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

	Rs. c.
Amount to be recovered on account 1927-28	.. 1,515 0
Unexpended balance	.. 1 68
	1,513 32

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, February 28, 1928.

Padiyapelella-Ellamulla 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," have assessed the proportion due by each estate in the district interested in the repair of the said road as follows:—

(Estimate No. D 88, sanctioned on November 3, 1927.)

Government moiety	.. Rs. 2,000 00
Private contributions	.. Rs. 2,020 00

1st to 4th section, 4 miles.

Total acreage, 1,627—Moiety of cost, Rs. 1,650 36—
Sectional rate, 1 01435c.—Total rate, 1 01435c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Ceylon Tea Plantations Co. (N. Rayner)	.. Kabaragala	.. 489	.. 496 2

1st to 5th section, 4 89 miles.

Total acreage, 1,138—Moiety of cost, Rs. 367 19—
Sectional rate, 32266c.—Total rate, 1 33701c.

W. M. R. Elwes (T. G. Harrison)	.. Mandaranewara	474	.. 633 75
Colombo Commercial Co.; Ltd. (F. I. S. Sutherland)	.. Ellamulla Group	664	.. 887 78
		Total	.. 2,017 55

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

	Rs. c.
N.B.—Private contributions	.. 2,020 0
Unexpended on September 30, 1927	.. 2 45
Amount to be recovered on account 1927-28	.. 2,017 55

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, February 28, 1928.

Glenlyon Junction-Agra 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 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," have assessed the under-mentioned estates to make up the private contributions:—

(Estimate No. D 163, sanctioned on November 4, 1927.)

Government moiety	.. Rs. 5,500 00
Private contributions	.. Rs. 5,555 00

1st section, 35 mile.

Total acreage, 8,952—Moiety of cost, Rs. 422 36—
Sectional rate, 04718c.—Total rate, 04718c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Ceylon Tea Plantation Company, Limited	.. Glenlyon, Stair, and Polmout	.. 683	.. 32 22

1st to 3rd section, 1 60 mile.

Total acreage, 8,269—Moiety of cost, Rs. 1,508 71—
Sectional rate, 18245c.—Total rate, 22063c.

Agra Ouvah Estates Co.		Acreage.	Amount.
			Rs. c.
Do.	.. Agra Ouvah	.. 331	.. 76 1
Do.	.. Fankerton	.. 193	.. 44 32
Heirs of R. W. Wickham	.. Holmwood	.. 391	.. 89 79

1st to 4th section, 2 10 miles.

Total acreage, 7,354—Moiety of cost, Rs. 603 40—
Sectional rate, 08205c.—Total rate, 31168c.

Galaha Ceylon Tea Estates and Agency Co.		Acreage.	Amount.
			Rs. c.
Do.	.. Hauteville	.. 320	.. 99 74
Do.	.. Woodlake	.. 162	.. 50 48
Do.	.. Freshwater	.. 251	.. 76 23
Do.	.. St. George	.. 263	.. 81 97

1st to 5th section, 2 60 miles.

Total acreage, 6,358—Moiety of cost, Rs. 603 41—
Sectional rate, 09490c.—Total rate, 40658c.

John K. Gilliat & Co. (Cumberbatch & Co.) Sutton	.. 277	.. 112 62	
Glasgow Estates Company, Ltd.	.. Glasgow	.. 472	.. 191 91

1st to 6th section, 3 10 miles.

Total acreage, 5,609—Moiety of cost, Rs. 603 40—
Sectional rate, 10757c.—Total rate, 51415c.

Ceylon Tea Plantation Co., Ltd.	.. Waverely	.. 157	.. 80 72
Portmore Tea Estates Co., Ltd.	.. Aldourie	.. 269	.. 138 31

1st to 7th section, 3 60 miles.

Total acreage, 5,183—Moiety of cost, Rs. 603 41—
Sectional rate, 11644c.—Total rate, 63059c.

Glasgow Estates Company, Ltd.	.. Nithsdale	.. 242	.. 152 60
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1st to 8th section, 3 85 miles.

Total acreage, 4,941—Moiety of cost, Rs. 301 70—
Sectional rate, 06106c.—Total rate, 69165c.

Portmore Tea Estates Co., Ltd.	.. Portmore	.. 311	.. 215 11
Balmore Ceylon Estates Co., Ltd.	.. Sandringham and Yarravale	.. 542	.. 374 88
Heirs of T. Mackie and P. Moir	.. Lot 112, 364 Powysland	.. 165	.. 114 12

1st to 9th section, 4·10 miles.

Total acreage, 3,923—Moiety of cost, Rs. 301·71—
Sectional rate, ·07690c.—Total rate, ·76855c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount
Lutyens Bros.	Mornington	417	320	49	
Ceylon Tea Plantations Co., Ltd.	Ardaillie	209	160	63	

1st to 10th section, 4·60 miles.

Total acreage, 3,297—Moiety of cost, Rs. 603·40—
Sectional rate, ·18301c.—Total rate, ·95156c.

New Dimbula Company, Ltd.	Diyagama	3,125	2,973	63
Heirs of J. M. Sayres	Nutbourne	172	163	72

Total .. 5,551 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

	Rs.	c.
N.B.—Private contributions on maintenance estimate ..	5,555	0
Unexpended balance, 1926-27 ..	3	50

Amount to be recovered on account 1927-28 .. 5,551 50

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, February 28, 1928. Chairman.

Glenlyon-Preston 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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 166, sanctioned on November 4, 1927.)

Government moiety ..	Rs. 2,000·00
Private contributions ..	Rs. 2,020·00

1st to 4th section, 1·68 miles.

Total acreage, 2,491—Moiety of cost, Rs. 1,325·35—
Sectional rate, ·53205c.—Total rate, ·53205c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Ceylon Tea Plantations Co. Ltd. (P. P. C. Walker)	Glenlyon	627	333	60	
G. T. & Mrs. R. S. Pieris (H. V. Cooke)	Agra Elbedde	276	146	85	

1st to 5th section, 2·18 miles.

Total acreage, 1,588—Moiety of cost, Rs. 394·45—
Sectional rate, ·24839c.—Total rate, ·78044c.

Torrington Tea Estate Co. Ltd. (E. E. Lee)	Helbeck, Mos-send, and Torrington	528	412	7
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1st to 6th section, 2·55 miles.

Total acreage, 1,060—Moiety of cost, Rs. 291·88—
Sectional rate, ·27535c.—Total rate, 1·05579c.

A. R. Ashton (E. E. Lee)	Iona	113	119	31
Ceylon Tea Plantations Co. Ltd. (P. P. C. Walker)	Polmont	45	47	51
P. B. Seton (A. Hamilton Harding)	New Preston	167	176	32
A. G. & C. A. Seton (A. Hamilton Harding)	Preston	250	263	95
The Albion Tea Estate Co., Ltd. (R. A. Cheston)	Albion	289	305	13
A. G. & C. A. Seton (A. Hamilton Harding)	St. Margaret's	196	206	94

Total .. 2,011 68

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

	Rs.	c.
N.B.—Private contributions ..	2,020	0
Unexpended balance on September 30, 1927 (8·17+·16) ..	8	33

Add amount remitted less last year .. 0 1

Amount to be recovered on account 1927-28. 2,011 68

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, February 28, 1928. Chairman.

Railway Gorge Branch Road.

(Between Caledonia Gap and the Railway Gorge.)

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," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 164, sanctioned on November 4, 1927.)

Government moiety ..	Rs. 2,000·00
Private contributions ..	Rs. 2,020·00

From 1st to end of 2nd section, 1 mile.

Total acreage, 3,869—Moiety of cost, Rs. 670·38—
Sectional rate, ·17326c.—Total rate, ·17326c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Heirs of J. M. Smith (G. M. Smith)	Caledonia	255	44	19	
Geo. Beck (J. E. Baillie Hamilton)	Henfold and St. Regulas	570	98	76	
F. A. & W. N. Fairlie (G. H. Callander)	Kowlahena and Conon	366	63	42	

From 1st to end of 3rd section, 1½ mile.

Total acreage, 2,678—Moiety of cost, Rs. 335·19—
Sectional rate, ·12516c.—Total rate, ·29842c.

Sumatravale Estates Co., Limited	Maria	297	88	64
The Dimbula Valley Tea Co., Ltd.	Lippakele	208	62	8

From 1st to end of 6th section, 3 miles.

Total acreage, 2,173—Moiety of cost, Rs. 1,005·57—
Sectional rate, ·46275c.—Total rate, ·76117c.

The Ceylon Estates Investments Association, Limited	Macduff	221	168	23
Ceylon Tea Plantations Company, Limited (Col. J. A. S. Agar)	Tangakelle	910	692	67
The Vellekellie Tea Company	Ouvahkelle	593	451	38
The Dimbula Valley Tea Company	Elgin	291	221	50
Do.	Kellyhill	158	120	27

Total .. 2,011 14

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

	Rs.	c.
N.B.—Private contributions ..	2,020	0
Unexpended balance—Maintenance ..	3	60
Unexpended balance—Flood damages ..	5	26

Amount to be recovered on account 1927-28.. 2,011 14

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, February 28, 1928. Chairman.

Elkaduwa-Hunugala 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, No. 14 of 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 114 of October 21, 1927.)

Government moiety	..	Rs. 750.00
Private contribution	..	Rs. 757.50

1st section, .20 mile.

Total acreage, 3,138—Moiety of cost, Rs. 106.61—
Sectional rate, .03397c.—Total rate .03397c.

Proprietors or Agents.	Estates.	Acreage.	Amount.	Rs.	c.
Rangalla Consolidated, Ltd. (M. M. Smith, Agents), F. A. E. Price	..	Elkaduwa and Algoeltenne 899	..	30	55

1st to 2nd section, .77 mile.

Total acreage 2,239—Moiety of cost, Rs. 303.83—
Sectional rate, .13568c.—Total rate, .16965c.

Rangala Consolidated, Ltd. (M. M. Smith, Agents), F. A. E. Price	..	Dotale and Happuwide 928	..	157	45
Hattangala Tea & Rubber Co., Ltd. (Geo. Steuart & Co., Agents), C. G. Graham	..	Galgawatta.. 253	..	42	93

1st to 3rd section, 1.03 miles.

Total acreage, 1,058—Moiety of cost, Rs. 138.59—
Sectional rate, .13099c.—Total rate, .30064c.

H. L. Anley	..	Mahatenna.. 374	..	112	45
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1st to 4th section, 1.41 miles.

Total acreage, 684—Moiety of cost, Rs. 202.56—
Sectional rate, .29614c.—Total rate, .59678c.

Hunugala Tea & Rubber Co., Ltd. (Skrine & Co., Agents), C. A. Evans	..	Hunugala .. 684	..	408	21
			Total	..	751 59

N.B.—Private contributions	..	Rs. 757 50
Unexpended balance 1926-27	..	5 91
Amount due	..	751 59

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, February 28, 1928. Chairman.

St. Margarets-Kirklees 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," have assessed the proportion due by each estate in the district to make up the private contributions, as follows:—

(Estimate No. D. 149, sanctioned on October 20, 1927)

Government moiety	..	Rs. 4,000.00
Private contributions	..	Rs. 4,040.00

1st to 4th section, 4 miles.

Total acreage, 3,480—Moiety of cost Rs. 2,933.46—
Sectional rate, .84294c.—Total rate, .84294c.

Proprietors or Agents.	Estates.	Acreage.	Amount.	Rs.	c.
Lanka Plantation Com- pany, Ltd. (K. L. Gordon)	..	Rappahan- nock	481	..	405 46

1st to 6th section, 5.50 miles.

Total acreage, 2,999—Moiety of cost, Rs. 1,100.04—
Sectional rate, .36680c.—Total rate, 1.29974c.

Estates Company of Uva, Ltd. J. Slingsby (Whittall & Co., Agents)	..	Gampaha ..	866	..	1,047 65
Kirklees Estates Co., Ltd. F. E. B. Gourlay, (George Steuart & Co., Kirklees ..	1,137	..	1,375	48	
Mrs. Fanning Patterson (C. J. Patterson) ..	Alagolla ..	462	..	558	90
The Luckyland Tea Estates Co., Ltd., F. C. Charnaud (George Steuart & Co., Agents) Luckyland ..	534	..	646	1	
			Total	..	4,033 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before April 15, 1928.

N.B.—Private contribution	..	Rs. 1,040 0
Unexpended balance, 1926-27	..	6 50

Amount to be recovered on account 1927-28 .. 1,033 50

W. L. KINDERSLEY,
Chairman.

Provincial Road Committee's Office,
Kandy, February 28, 1928.

Deniyaya-Hayes Branch Road, 1927-1928.

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, &c., of the Deniyaya-Hayes Branch road during 1927-1928, the Provincial Road Committee of the Southern Province, acting under the provisions of section 19 of "The Branch Roads Ordinance, No. 14 of 1896," as amended by Ordinance No. 9 of 1907, will on Tuesday, March 13, 1928, at 1.30 p.m., at the Galle Kachcheri proceed to assess the under-mentioned estates to make up the private contributions:—

(Estimate D 209 of 1927-1928.)

Maintenance of Deniyaya-Hayes Branch road.	
Government moiety	.. Rs. 7,000.00
Private contributions	.. Rs. 7,105.00
Less unexpended balance of 1926-1927	.. Rs. 1.66
To be recovered	.. Rs. 7,103.34

(Estimate 169 of 1927-1928.)

Overseers' quarters on 55th mile, Deniyaya-Hayes Branch road.	
Government moiety	Rs. 2,630.00
Private contributions	Rs. 2,748.35

(Estimate 170 of 1927-1928.)

Two sets cooly lines on Deniyaya-Hayes Branch road.	
Government moiety	Rs. 5,000.00
Private contributions	Rs. 5,225.00

1st section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
The Deniyaya Tea and Rubber Estates Co., Ltd. (Brook Bond & Co.)	Deniyaya	624½

1st and 2nd sections, 2 miles.

D. K. Dias Appu and others	Kekunahena	80
D. Asirvathan	Tenipitiya	49

1st to 3rd section, 3 miles.

The Deniyaya Tea and Rubber Estates Co., Ltd. (Brook Bond & Co.)	Downside	204
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1st to 4th section, 4 miles.

Handford Estates Company (George Steuart & Co.)	Handford	765
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1st to 6th section, 6 miles.

The Divitura Tea and Rubber Co., Limited (George Steuart & Co.)	Anningkande	777½
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1st to 7th section, 7 miles.

W. A. Elias Appu	Marahena No. 1	52
W. Denoris Silva	Marahena No. 2	35
A. D. S. Weerasinghe	Marahena No. 3	40
W. Denoris Silva	Iluktenna	36
Do.	Puhulhenekanda	30

1st to 8th section, 8 miles.

Lipton, Limited	Panilkanda	844
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1st to 10.1 section, 10.1 miles.

K. C. A. de Silva	Upton	193
Haydella Tea and Rubber Co., Limited (Whittall & Co.)	Hayes	1,653
Do. Lessee V. M. Nagalingam	Gongalla	574
E. C. Goonetilleke	Longford	257
M. S. Furlong	Dambahena	129
	Total	6,343½

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

L. W. C. SCHRADER,
Provincial Road Committee's Office, Chairman.
Galle, February 28, 1928.

Alawatugoda-Ancoombra Estate Cart Road

NOTICE is hereby given that in terms of "The Estate Roads Ordinance, No. 12 of 1902," a meeting of the Local Committee of the above road will be held on Wednesday, March 21, 1928, at 10.30 A.M., at Ancoombra Bungalow.

Business.

- To read the minutes of the last meeting.
- To appoint Chairman, Local Committee, to act during the absence of the present Chairman.
- To appoint members of Local Committee in place of those who are proceeding on furlough.

E. R. SUDBURY,
Provincial Road Committee's Office, for Chairman.
Kandy, March 5, 1928.

Tenders for Toll Rents, Ratnapura District.

NOTICE is hereby given that the Chairman of the District Road Committee, Ratnapura, will receive sealed tenders at the Ratnapura Kacheheri up to noon on Wednesday, April 4, 1928, for the purchase of the under-mentioned toll rent of the Ratnapura District for a period of eight months, viz., from May 1, 1928, to December 31, 1928.

2. Tenderers must be present on the said day or satisfy the Chairman by some duly accredited agent that the tenders are *bona fide*. The Chairman reserves to himself the right of rejecting any or all tenders, and of selling the rent by public auction on the same day if no satisfactory tender is received.

Tenders should be marked "Tenders for Toll Rents" in the left hand top corner of the envelope, which should also bear the name of rent for which tender is made, and should be addressed to the Chairman, District Road Committee, Ratnapura.

3. The successful tenderer will be required to deposit forthwith one-tenth of the purchase amount for nine months in cash, and, should the offer be accepted by the Committee, to pay the balance purchase amount in cash or to furnish approved security for one-half of the purchase amount for nine months or in cash for one-third of such amount, within thirty days of the date of the receipt by him of the notification of the Committee's acceptance of his offer.

4. He will also be required to deposit money to pay the fees of the Crown Proctors for examining and giving their opinion of the title deeds of properties tendered by him as security, and for examining and settling the security bond, and the fees charged by the Crown Proctors for examining documents and drawing the security bond, the expenses of appraising the properties and of registering the security bond, and the stamp duty on the bonds under the Ordinance No. 22 of 1909.

5. All title deeds tendered as security should be accompanied by a certificate obtained from the Registrar of Lands that the lands to which they relate are unencumbered. This certificate must be obtained at the cost of the party offering the security. Undivided shares in lands will not be accepted.

6. The Road Committee will provide a double canoe, which shall be maintained at the expense of the renter.

7. Further information can be obtained on application to the Chairman of the District Road Committee, Ratnapura.

Ratnapura District.

Toll at the ferry across the Kukulu-ganga at Yakgahapitiyewela in Kukulegama village, in Kukul korale, on Wewelkandura-Dunukeiyagala road.

District Road Committee,
Ratnapura, March 5, 1928.

J. M. DE SILVA,
for Chairman.

NOTICE TO MARINERS. *

No. 4 of 1928.

CEYLON—COLOMBO APPROACH.

Ona Gala Buoy to be replaced.

ON or about March 31 the Ona Gala Buoy will be replaced by a Red Pillar Buoy exhibiting a White Flashing Light showing one flash of $\frac{1}{4}$ second duration every 5 seconds.

Admiralty Charts affected:—

- No. 914, Colombo Harbour.
- No. 3,686, Approaches to Colombo.
- No. 3,700, Colombo to Galle.
- No. 68B, Palk Strait and Gulf of Mannar, Sheet 2.
- No. 813, Ceylon South Coast.

Publications:—

- Bay of Bengal Pilot, 5th Edition, 1921, page 101.
- West Coast of India Pilot, 7th Edition, 1926, page 67.

Master Attendant's Office,
Colombo, March 1, 1928.

E. C. STUBBS, Captain, R.N. (Retired),
Master Attendant.

LOCAL BOARD NOTICES.

SANITARY BOARD, KALUTARA DISTRICT.

Statement of Revenue and Expenditure for 1927.

HORANA.

REVENUE.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
Assessment tax ..	1,950 32	Recurrent expenditure—	
Commutation tax, Government subsidy ..	670 5	Salaries and allowances ..	1,287 96
Other taxes, motor vehicles, &c. ..	708 0	Revenue services ..	177 48
Stamp duty on licences ..	1,244 50	Office contingencies ..	126 85
Fees on licences ..	106 50	Cost of audit ..	99 32
Fines, court fines, &c. ..	16 0	Stores and disinfectants ..	192 58
Rents, public markets, &c. ..	1,265 35	Miscellaneous ..	106 28
Conservancy fees ..	636 90	Lighting, scavenging, and conservancy ..	3,332 3
Cemetery fees ..	77 40	Upkeep of roads, bridges, &c. ..	221 25
Slaughter-house fees ..	280 75	Upkeep of cemetery, buildings, &c. ..	312 80
Miscellaneous receipts ..	88 82	Extraordinary works—	
		Construction of side drains ..	2,080 80
		Purchase of petrol lamps and installation ..	307 25
		Cost of one scavenging cart ..	200 0
		Building culverts on new road ..	380 10
	7,044 59		
Balance on December 31, 1926 ..	10,906 4	Balance on December 31, 1927 ..	9,125 93
	17,950 63		17,950 63

ALUTGAMA.

REVENUE.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
Assessment tax ..	3,460 64	Recurrent expenditure—	
Commutation tax, Government subsidy ..	1,190 43	Salaries and allowances ..	1,294 91
Other taxes, motor vehicles, &c. ..	2,505 25	Revenue services ..	355 92
Stamp duty on licences ..	2,618 0	Office contingencies ..	139 80
Fees on licences ..	240 50	Cost of audit ..	146 42
Fines, court fines, &c. ..	79 50	Purchase of stores and disinfectants ..	173 85
Rents, public markets, &c. ..	2,660 44	Miscellaneous ..	66 98
Conservancy fees ..	2,369 0	Lighting, scavenging, and conservancy ..	5,181 42
Cemetery fees ..	175 20	Upkeep of roads, bridges, &c. ..	400 0
Slaughter-house fees ..	52 20	Upkeep of cemetery buildings &c. ..	5 0
Miscellaneous receipts ..	193 98	Re-payment of loans ..	1,850 0
		Extraordinary works—	
		Re-construction of market (balance) ..	6,120 0
		Metalling of new road ..	2,200 0
		Cost of night soil cart and one scavenging cart ..	606 64
		Erecting new petrol street lamps ..	526 75
	15,545 14		19,067 69
Balance on December 31, 1926 ..	14,332 97	Balance on December 31, 1927 ..	10,810 42
	29,878 11		29,878 11

BERUWALA.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Assessment tax ..	8,202	73	Recurrent expenditure—		
Commutation tax, Government subsidy ..	3,715	65	Salaries and allowances ..	1,652	19
Other taxes, motor vehicles, &c. ..	1,414	75	Revenue services ..	712	16
Stamp duty on licences ..	805	25	Office contingencies ..	306	44
Fees on licences ..	81	0	Cost of audit ..	200	66
Fines, court fines, &c. ..	15	0	Stores and disinfectants ..	138	3
Rents, public markets, &c. ..	450	75	Miscellaneous ..	298	45
Conservancy fees ..	802	0	Lighting, scavenging, and conservancy ..	6,811	72
Cemetery fees ..	60	0	Upkeep of roads, bridges, &c. ..	2,385	96
Slaughter-house fees ..	414	0	Upkeep of cemetery, buildings, &c. ..	514	69
Miscellaneous receipts ..	126	71	Re-payment of loan ..	550	0
			Extraordinary works—		
			Erection of new petrol lamps ..	529	90
			Cost of one night soil cart and two scavenging carts ..	806	26
	16,087	84			
Balance on December 31, 1926 ..	9,121	47	Balance on December 31, 1927 ..	14,906	46
	25,209	31		10,302	85
				25,209	31

WADDUWA.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Assessment tax ..	4,307	78	Recurrent expenditure—		
Commutation tax, Government subsidy ..	3,823	97	Salaries and allowances ..	1,449	45
Other taxes, motor vehicles, &c. ..	1,399	25	Revenue services ..	540	32
Stamp duty on licences ..	1,022	25	Office contingencies ..	118	19
Fees on licences ..	76	50	Cost of audit ..	154	86
Fines, court fines, &c. ..	190	50	Stores and disinfectants ..	43	43
Rents, public market, &c. ..	185	81	Miscellaneous ..	79	93
Conservancy fees ..	4,279	0	Lighting, scavenging, and conservancy ..	6,769	50
Miscellaneous receipts ..	52	54	Upkeep of roads, bridges, &c. ..	3,194	0
Contribution account, Pattieliya road ..	187	50	Upkeep of cemetery, buildings, &c. ..	98	70
			Re-payment of loan ..	550	0
	15,025	10	Extraordinary works—		
Balance on December 31, 1926 ..	11,563	70	Fencing the cemetery ..	2,110	0
	26,588	80	Cost of two scavenging carts ..	400	0
			Erecting new petrol lamps ..	524	65
			Balance on December 31, 1927 ..	16,033	3
				10,555	77
				26,588	80

TEBUWANA.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Assessment tax ..	1,014	21	Recurrent expenditure—		
Commutation tax, Government subsidy ..	280	26	Salaries and allowances ..	218	50
Other taxes, motor vehicles, &c. ..	140	0	Revenue services ..	115	77
Stamp duty on licences ..	609	50	Office contingencies ..	37	74
Fees on licences ..	49	50	Cost of audit ..	25	54
Rents, public markets ..	350	4	Stores and disinfectants ..	21	73
Conservancy fees ..	143	0	Miscellaneous ..	30	12
Miscellaneous receipts ..	48	61	Scavenging and conservancy ..	702	50
			Re-payment of loan ..	799	99
	2,635	12			
Balance on December 31, 1926 ..	3,192	22	Balance on December 31, 1927 ..	1,951	89
	5,827	34		3,875	45
				5,827	34

NEBODA.

REVENUE.	Amount.		EXPENDITURE.	Amount.	
	Rs.	c.		Rs.	c.
Assessment tax ..	680	89	Recurrent expenditure—		
Commutation tax, Government subsidy ..	174	60	Salaries and allowances ..	290	0
Other taxes, motor vehicles, &c. ..	190	75	Revenue services ..	81	74
Stamp duty on licences ..	844	0	Office contingencies ..	27	0
Fees on licences ..	132	0	Cost of audit ..	26	39
Fines, court fines, &c. ..	10	0	Stores and disinfectants ..	21	73
Rents, public markets ..	1,105	51	Miscellaneous ..	44	39
Conservancy fees ..	182	0	Scavenging and conservancy ..	560	52
Slaughter-house fees ..	165	0	Upkeep of buildings, &c. ..	55	0
Miscellaneous receipts ..	1	40	Re-payment of loan ..	330	0
	3,486	15	Extraordinary works—		
Balance on December 31, 1926 ..	4,393	57	Improvements to public latrines behind the market ..	538	0
			Balance on December 31, 1927 ..	1,974	77
				5,902	95
				7,879	72

AGALAWATTA.

REVENUE.	Amount. Rs. c.	EXPENDITURE.	Amount. Rs. c.
Assessment tax	886 68	Recurrent expenditure—	
Commutation tax, Government subsidy	358 40	Salaries and allowances	248 30
Other taxes, motor vehicles, &c.	655 25	Revenue services	149 85
Stamp duty on licences	741 50	Office contingencies	32 30
Fees on licences	99 50	Cost of audit	31 64
Rents, public markets, &c.	572 91	Stores and disinfectants	78 41
Conservancy fees	53 0	Miscellaneous	80 50
Miscellaneous receipts	8 19	Scavenging and conservancy	736 54
		Upkeep of buildings, &c.	219 55
		Re-payment of loan	825 0
Balance on December 31, 1926	3,223 43		
	2,226 29	Balance on December 31, 1927	2,400 76
			3,140 33
	5,549 72		5,549 72

The Kachcheri,
Kalutara, February 29, 1928.

K. T. S. GURUSINHA,
for Chairman.

Auctioneers' Licences.

THE following persons were licensed during the month of February, 1928, to carry on the trade or business of auctioneers within the limits of the Sanitary Board towns of Kadugannawa and Huluganga for the year 1928, and their names are published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922:—

N. M. S. Ameerdeen, Auctioneer, Kadugannawa.
Ana Isubu, Auctioneer, Huluganga.

The Kachcheri,
Kandy, February 27, 1928.

R. M. DAVIES,
Deputy Chairman.

Auctioneers' Licences.

IT is hereby notified that the under-mentioned have been granted licences to practise as Auctioneers within the Sanitary Board limits of the Small Towns of Mannar District during the year 1928 under section 13 of Ordinance No. 15 of 1889:—

Mr. Bastiampillai Soosappillai of Mannar.
Mr. M. M. S. Bakeraibo of Mannar.

Sanitary Board Office,
Mannar, February 23, 1928.

P. O. FERNANDO,
for Chairman.

LOCAL BOARD, BANDARAWELA.

Statement of Actual Revenue and Expenditure for the Year 1927.

REVENUE.	Rs. c.	EXPENDITURE.	Rs. c.
A.—General Revenue	15,259 50	A.—General	4,877 43
B.—Thoroughfares	12 59	B.—Thoroughfares	4,378 16
C.—Board lands and buildings (not included elsewhere)	84 0	C.—Board lands and buildings (not included elsewhere)	431 80
D.—Public health	12,236 96	D.—Public health	17,271 97
E.—Parks and public recreation	144 88	E.—Parks and public recreation	38 0
F.—Cemeteries (Ordinance No. 9 of 1899)	1 90	F.—Cemeteries (Ordinance No. 9 of 1899)	—
G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	61 25	G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	23 77
H.—Weights and measures (Ordinance No. 8 of 1876)	—	H.—Weights and measures (Ordinance No. 8 of 1876)	—
I.—Education (Ordinance No. 1 of 1920)	—	I.—Education (Ordinance No. 1 of 1920)	—
Petty cash advance	250 0	J.—Miscellaneous	977 21
Deposit account	706 27	Petty cash advance	250 0
		Deposit account	786 30
	23,757 45		20,294 34
Balance on December 31, 1926	17,374 34	Balance on December 31, 1927	16,826 95
	46,131 79		46,131 79

Budget for the Year 1928.

REVENUE.	Rs. c.	EXPENDITURE.	Rs. c.
A.—General Revenue	15,393 30	A.—General	4,587 25
B.—Thoroughfares	969 40	B.—Thoroughfares	6,205 0
C.—Board lands and buildings (not included elsewhere)	—	C.—Board lands and buildings (not included elsewhere)	805 15
D.—Public health	13,094 80	D.—Public health	13,488 16
E.—Parks and public recreation	115 0	E.—Parks and public recreation	800 0
F.—Cemeteries (Ordinance No. 9 of 1899)	10 0	F.—Cemeteries (Ordinance No. 9 of 1899)	200 0
G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	70 0	G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	55 0
H.—Weights and measures (Ordinance No. 8 of 1876)	25 0	H.—Weights and measures (Ordinance No. 8 of 1876)	10 0
I.—Education (Ordinance No. 1 of 1920)	—	I.—Education (Ordinance No. 1 of 1920)	—
		J.—Miscellaneous	300 0
		Works contingencies	1,185 0
	29,677 30		32,413 56
Balance brought forward from 1927	16,836 95	Estimated balance	14,100 78
	46,514 34		46,514 34

Statement of Assets and Liabilities, 1927.

ASSETS.		Rs.	c.	LIABILITIES.		Rs.	c.
Cash at Kachcheri	..	8,836	95	Balance	..	16,836	95
Fixed deposit at Imperial Bank	..	8,000	0				
Total	..	16,836	95	Total	..	16,836	95

Local Board Office,
Badulla, March 2, 1928.

H. W. CODRINGTON,
Chairman.

LOCAL BOARD, BADULLA.

Statement of Actual Revenue and Expenditure for the Year 1927.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
A.—General	..	33,509	5	A.—General	..	5,384	11
B.—Thoroughfares	..	58	72	B.—Thoroughfares	..	20,080	33
C.—Board lands and buildings (not included elsewhere)	..	1,824	43	C.—Board lands and buildings (not included elsewhere)	..	1,908	1
D.—Public health	..	15,529	3	D.—Public health	..	27,155	47
E.—Parks and public recreation	..	320	54	E.—Parks and public recreation	..	626	65
F.—Cemeteries (Ordinance No. 9 of 1899)	..	364	50	F.—Cemeteries (Ordinance No. 9 of 1899)	..	594	0
G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	..	68	95	G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	..	108	20
H.—Weights and measures (Ordinance No. 8 of 1876)	..	73	20	H.—Weights and measures (Ordinance No. 8 of 1876)	..	73	20
I.—Education (Ordinance No. 1 of 1920)	..	—	—	I.—Education (Ordinance No. 1 of 1920)	..	100	0
Deposit account	..	584	86	J.—Miscellaneous	..	1,520	24
				Deposit account	..	391	0
		52,333	28			58,001	21
Balance on December 31, 1926	..	32,800	76	Balance on December 31, 1927	..	27,222	83
		85,224	4			85,224	4

Budget for the Year 1928.

REVENUE.		Rs.	c.	EXPENDITURE.		Rs.	c.
A.—General	..	34,031	35	A.—General	..	7,309	32
B.—Thoroughfares	..	4,190	0	B.—Thoroughfares	..	21,410	70
C.—Board lands and buildings (not included elsewhere)	..	1,330	0	C.—Board lands and buildings (not included elsewhere)	..	1,856	27
D.—Public health	..	15,250	99	D.—Public health	..	30,335	37
E.—Parks and public recreation	..	341	0	E.—Parks and public recreation	..	858	0
F.—Cemeteries (Ordinance No. 9 of 1899)	..	400	0	F.—Cemeteries (Ordinance No. 9 of 1899)	..	794	0
G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	..	60	0	G.—Dogs (Ordinance No. 25 of 1901 and No. 7 of 1893)	..	155	0
H.—Weights and measures (Ordinance No. 8 of 1876)	..	100	0	H.—Weights and measures (Ordinance No. 8 of 1876)	..	100	0
I.—Education (Ordinance No. 1 of 1920)	..	—	—	I.—Education (Ordinance No. 1 of 1920)	..	500	0
		55,703	34	J.—Miscellaneous	..	—	—
Balance brought forward from 1927	..	27,222	83	Estimated balance	..	63,318	66
		82,926	17			19,607	51
						82,926	17

Statement of Assets and Liabilities, 1927.

ASSETS.		Rs.	c.	LIABILITIES.		Rs.	c.
Cash at Kachcheri	..	12,223	94	Balance	..	27,222	83
Fixed deposit at Imperial Bank	..	15,000	0	Uncashed Order No. 372	..	1	11
Total	..	27,223	94	Total	..	27,223	94

H. W. CODRINGTON,
Chairman.

Local Board Office,
Badulla, February 29, 1928.

Auctioneers' and Brokers Licence.

IT is hereby notified that the under-mentioned has been granted a licence to practise as an Auctioneer and Broker within the Sanitary Board limits of Avissawella during the year 1928 under section 13 of Ordinance No. 15 of 1889 :—

C. V. Fernando, Avissawella.

The Kachcheri,
Colombo, February 28, 1928.

H. C. Coors,
for Chairman.

TRADE MARKS NOTICES.

Trade Marks registered during the Month of February, 1928.

Trade Mark No.	Advertised in Gazette		Proprietors	Class
	No.	of		
3,666	7,554	November 5, 1926	N. Sumpather, trading as "Mangalore Tile Agency"	10
3,939	7,605	September 9, 1927	Cargills, Limited	2
3,865	7,617	December 2, 1927	Rex Research Corporation	3
3,948	7,617	December 2, 1927	Ethyl Gasoline Corporation	47
4,011	7,617	December 2, 1927	Joseph Xavier Pinheiro, trading as "The Coop Agency Co."	48
4,022	7,617	December 2, 1927	Bell's Poilite and Everite Co., Ltd.	15
4,033	7,617	December 2, 1927	Carrier Engineering Co., Ltd.	6
4,034	7,617	December 2, 1927	do.	18
4,035	7,617	December 2, 1927	do.	16
4,036	7,617	December 2, 1927	do.	6
3,906	7,621	December 16, 1927	John Haig & Co., Ltd.	43
3,965	7,621	December 16, 1927	Keen Robinson & Co., Ltd.	42
4,013	7,621	December 16, 1927	The New Zealand Co-operative Dairy Co., Ltd.	42
4,014	7,621	December 16, 1927	do.	42
4,020	7,621	December 16, 1927	Vithsnage Don Alfred Wickramasinghe	3
4,041	7,621	December 16, 1927	Frank Kay, trading as "Kay & Co."	13
4,048	7,621	December 16, 1927	James Stedman Henderson's Sweets, Ltd.	42
4,050	7,621	December 16, 1927	Ethyl Gasoline Corporation	1
4,001	7,622	December 23, 1927	The Asiatic Petroleum Co. (Ceylon), Ltd.	47
4,002	7,622	December 23, 1927	do.	47
4,003	7,622	December 23, 1927	do.	47
4,037	7,622	December 23, 1927	T. D. Mathuranayagam & Co.	3
4,039	7,622	December 23, 1927	Asbestos-Cement Pipes, Ltd.	17
4,044	7,622	December 23, 1927	Cruz Fidely Tiburtius Motha	3
4,051	7,622	December 23, 1927	Ethyl Gasoline Corporation	1
4,055	7,622	December 23, 1927	I. G. Farbenindustrie Aktiengesellschaft	4
4,057	7,622	December 23, 1927	do.	1

Subsequent Proprietors registered during the Month of February, 1928.

(The name in italics is that of the former Proprietor.)

221	5,559	June 24, 1898	Pinchin Johnson & Co., Ltd., General Buildings, Aldwych, London W. C., England; <i>Red Hand Compositions, Ltd.</i>	1
279	5,667	December 22, 1899	do.	1
3,724	7,561	December 23, 1926	do.	1
1,496	6,533	October 3, 1913	The Texas Co. (a Corporation organized under the laws of the State of Delaware, U. S. A.), 17, Battery place, New York, State of New York, U. S. A., Manufacturers: <i>The Texas Co.</i> (a Corporation organized under the laws of the State of Texas)	41
2,267	7,112	June 25, 1920	do.	2
2,274	7,114	July 9, 1920	do.	68
2,276	7,116	July 16, 1920	do.	47
2,832	7,323	April 12, 1923	Saltrates Incorporated, Dover, Delaware, U. S. A., Manufacturers; <i>Saltrates, Limited</i>	3 & 44
2,833	7,323	April 12, 1923	do.	3 & 45
2,834	7,323	April 12, 1923	do.	3 & 46
2,835	7,323	April 12, 1923	do.	3 & 48
2,836	7,323	April 27, 1923	do.	3, 44, & 48
2,837	7,323	April 12, 1923	do.	3
2,838	7,323	April 12, 1923	do.	3
2,862	7,326	May 4, 1923	do.	3
2,865	7,326	May 4, 1923	do.	3
2,919	7,339	July 13, 1923	do.	3 & 43

Trade Marks renewed during the Month of February, 1928.

292	5,691	May 18, 1900	The Centaur Co.	3
1,531	6,615	March 13, 1914	Lingner-Werke Aktiengesellschaft	48
1,532	6,615	March 13, 1914	do.	2
1,637	6,622	May 1, 1914	Gebruder Noelle	14
1,548	6,629	June 12, 1914	R. Walker & Sons, Ltd.	38

Trade Marks to be removed from the Register for Non-payment of Renewal Fees.

1,529	6,614	March 6, 1914	Tarrant & Co.	42
1,541	6,624	May 15, 1914	Edward Cook & Co., Ltd.	3, 4, 47, & 48

Trade Marks removed from the Register for Non-payment of Renewal Fees.

278	5,667	December 22, 1899	Gilliat Edward Hatfield, trading as "Teddy & Co." and as "James Taddy & Co."	45
1,510	6,594	November 28, 1913	Custodian of Enemy Property	2
2,198	6,648	August 14, 1914	Daimler-Motoren-Gesellschaft	6, 13, & 22
2,199	6,648	August 14, 1914	do.	6, 13, & 22

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 3,883.
- (2) Date of Receipt: June 22, 1927.
- (3) Applicant (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a Company registered under the German laws as a Joint Stock Company), Frankfurt a/Main, Germany; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: C/o F. J. & G. de Saram, Colombo.
- (5) Class: 2.
- (6) Goods: Chemical substances used for agricultural and horticultural purposes.
- (7) Representation of the Trade Mark:



Registration of this Trade Mark shall give no right to the exclusive use of the letters "BASF."

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 7, 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. 4,084.
- (2) Date of Receipt: November 29, 1927.
- (3) Applicant (Proprietor of the Trade Mark): Ana Moona Sona Ana Ambalavana Mudaliar, Sona Kavanna Moona Kayarogana Mudaliar, Theena Kana Sana Kalyanasundaram Mudaliar, Theeha Moona Ana Roona Thiagaraja Mudaliar, Ana Roona Seena Thiagaraja Mudaliar, and Ravenna Mana Sana Ramasamy Mudaliar, trading as "THE MADRAS PALAYAKAT COMPANY" No. 24, Second Cross street, Pettah, Colombo; Importers and Dealers.
- (4) Address for service in the Island, if any: —.
- (5) Class: 24.
- (6) Goods: Cotton strong cloths.
- (7) Representation of the Trade Mark:



Registration shall give no right to the exclusive use of the letters "S.H."

Registrar-General's Office, E. R. DE SILVA,
Colombo, February 29, 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. 4,093.
- (2) Date of Receipt: December 3, 1927.
- (3) Applicant (Proprietor of the Trade Mark): WINFRIED FREUDENBERG, SIEGMUND FREUDENBERG, HEINRICH GAUGER, and ERNST ALBERT OTTO WILD, trading as FREUDENBERG BOEHRINGER and COMPANY, 22/25, Domshof, Bremen, Germany; Merchants.
- (4) Address for service in the Island, if any: C/o F. J. & G. de Saram, Colombo.
- (5) Class: 48.
- (6) Goods: Perfumery including toilet soap, glycerine, honey jelly, complexion powder, shaving sticks, shaving soap, shaving cream, and shaving powder.
- (7) Representation of the Trade Mark:

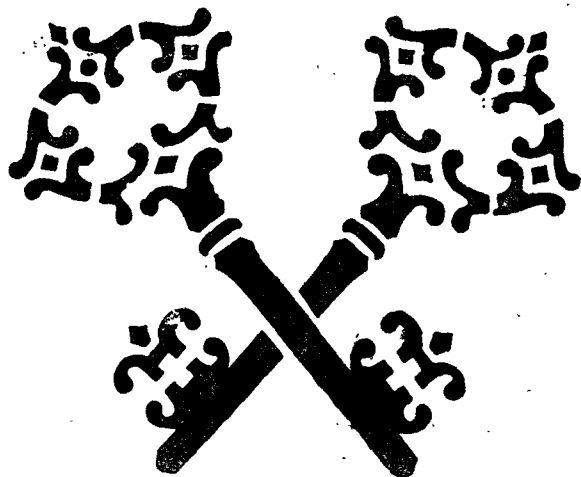
VOGUE

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 7, 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. 4,109.
- (2) Date of Receipt: December 22, 1927.
- (3) Applicant (Proprietor of the Trade Mark): HARRISONS & CROSFIELD, LIMITED (a Company registered in England under the English Companies' Acts), 1-4, Great Tower street, in the City of London, England, and Prince building, Prince street, Fort, Colombo; Estate Agents and Merchants.
- (4) Address for service in the Island, if any: —.
- (5) Class: 42.
- (6) Goods: Tea.
- (7) Representation of the Trade Mark:



(By consent.)

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 7, 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 uncancelled 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. 4,125.
- (2) Date of Receipt: January 16, 1928.
- (3) Applicant (Proprietor of the Trade Mark): WINFRIED FREUDENBERG, SIEGMUND FREUDENBERG, HEINRICH GAUGER, and ERNST ALBERT OTTO WILD, trading as FREUDENBERG BOEHRINGER and COMPANY, 22/25, Domshof, Bremen, Germany; Merchants.
- (4) Address for service in the Island, if any: C/o F. J. and G. de Saram, Colombo.
- (5) Class: 38.
- (6) Goods: Articles of clothing.
- (7) Representation of the Trade Mark:



Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
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 uncancelled 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. 4,132.
- (2) Date of Receipt: January 17, 1928.
- (3) Applicant (Proprietor of the Trade Mark): CARL LINDSTROM AKTIENGESSELLSCHAFT (a Joint Stock Company organized under the laws of Germany), Schlesische Strasse 26, Berlin SO, 33, Germany; Manufacturers.
- (4) Address for service in the Island, if any: C/o Messrs. Julius & Cressy, Colombo.
- (5) Class: Eight.
- (6) Goods: Instruments and apparatus for use in connexion with wireless telephonic and telegraphic receiving and transmitting sets, talking machines of all kinds and their parts and accessories, especially records of all kinds, optical goods and calculating machines.
- (7) Representation of the Trade Mark:

ODEON

The applicants undertake that this Trade Mark, when registered, and the Trade Mark No. 4,130 will be assigned or transmitted as a whole and not separately.

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
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 uncancelled 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. 4,133.
- (2) Date of Receipt: January 24, 1928.
- (3) Applicant (Proprietor of the Trade Mark): J. G. FARBENINDUSTRIE AKTIENGESSELLSCHAFT (a Company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main, Germany; Manufacturers and Merchants.
- (4) Address for service in the Island, if any: C/o F. J. and G. de Saram, Colombo.
- (5) Class: 3.
- (6) Goods: Chemical substances prepared for use in medicine and pharmacy.
- (7) Representation of the Trade Mark:

Chloroform
R. de Saram

Registration shall give no right to the exclusive use of the word "CHLOROFORM."

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
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 uncancelled 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. 4,137.
- (2) Date of Receipt: January 28, 1928.
- (3) Applicant (Proprietor of the Trade Mark): GASPAR ANTHONY GOMEZ, trading as M. P. GOMEZ & CO., 7 Main street, Pettah, Colombo; Merchant.
- (4) Address for service in the Island, if any: —
- (5) Class: 2, 17, 8, 76
- (6) Goods: Chemical substances prepared for use in medicine and pharmacy.
- (7) Representation of the Trade Mark:



Registrar-General's Office,
Colombo, February 29, 1928.

E. R. DE SILVA,
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. 4,139.

(2) Date of Receipt : January 31, 1928.

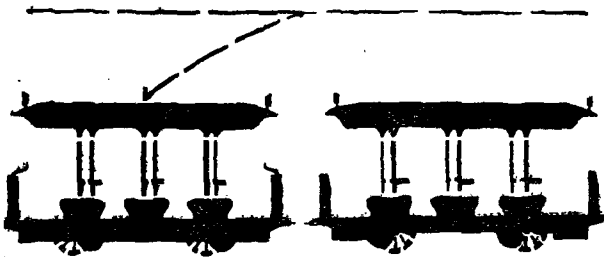
(3) Applicant (Proprietor of the Trade Mark) : JAMES JOHN WALL, DANIEL THOMAS RICHARDS, JOHN STIRLING MC INTYRE, trading as LEECHMAN & CO., National Mutual buildings, Chatham street, Fort Colombo ; Merchants.

(4) Address for service in the Island, if any : —

(5) Class : 42.

(6) Goods : Tea.

(7) Representation of the Trade Mark :



TRAM—CAR

Registrar-General's Office, E. R. DE SILVA,
Colombo, February 29, 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. 4,140.

(2) Date of Receipt : January 31, 1928.

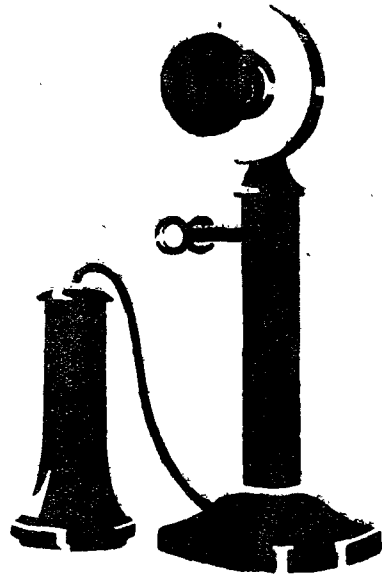
(3) Applicant (Proprietor of the Trade Mark) : JAMES JOHN WALL, DANIEL THOMAS RICHARDS, JOHN STIRLING MC INTYRE, trading as LEECHMAN & CO., National Mutual buildings, Chatham street, Fort Colombo ; Merchants.

(4) Address for service in the Island, if any : —

(5) Class : 42.

(6) Goods : Tea.

(7) Representation of the Trade Mark :



TELEPHONE

Registrar-General's Office, E. R. DE SILVA,
Colombo, February 29, 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. 4,142.

(2) Date of Receipt : January 31, 1928.

(3) Applicant (Proprietor of the Trade Mark) : LYSOL, LIMITED (a Corporation organized and existing under and by virtue of the Companies Acts of 1908 and 1913 of Great Britain and Ireland), Kingston Road, Raynes Park, London, S.W. 20, England ; Manufacturers.

(4) Address for service in the Island, if any : C/o Julius & Creasy, Colombo.

(5) Class : 2.

(6) Goods : Antiseptics, disinfectants, ointment for veterinary use, deodorants, insecticides, cattle dip, parasitocides, preparations for horticultural and agricultural purposes, namely for soil disinfection and for increasing the yield of plants, an agent in cutting oils and grease in industrial and engineering plants, disinfectant soap, soap for veterinary and horticultural purposes, and all other goods in Class 2.

(7) Representation of the Trade Mark :

MARSHOL

Registrar-General's Office, E. R. DE SILVA,
Colombo, February 29, 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 uncancelled 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. 4,143.

(2) Date of Receipt: January 31, 1928.

(3) Applicant (Proprietor of the Trade Mark): **KERNER-GREENWOOD & COMPANY, LIMITED** (a Company incorporated under the English Companies' Acts), St. Anne's street, King's Lynn, in the County of Norfolk, England; Cement water proofing material Manufacturers.

(4) Address for service in the Island, if any: C/o Julius & Creasy, Colombo.

(5) Class: 17.

(6) Goods: Materials or manufactures for use in or in connexion with cement and concrete and in building construction and articles.

(7) Representation of the Trade Mark:

PUDLO

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
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 uncancelled 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. 4,144.

(2) Date of Receipt: January 31, 1928.

(3) Applicant (Proprietor of the Trade Mark): **STANDARD OIL COMPANY OF NEW JERSEY** (a Corporation organized under the laws of the State of Delaware, United States of America), Wilmington, Delaware, United States of America; Petroleum Refiners and Marketers.

(4) Address for service in the Island, if any: C/o Julius & Creasy, Colombo.

(5) Class: 47.

(6) Goods: Refined, semi-refined and unrefined oils made from petroleum, both with and without admixture of animal, vegetable, or mineral substances, for illuminating, burning, power, motor fuel, and lubricating purposes, and greases.

(7) Representation of the Trade Mark:

ESSO

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
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 uncancelled 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. 4,145.

(2) Date of Receipt: February 4, 1928.

(3) Applicant (Proprietor of the Trade Mark): **VICTAULIC COMPANY, LIMITED** (a Company incorporated under the English Companies' Acts), Kings buildings, Dean Stanley street, Millbank, Westminster, London S.W. 1, Manufacturers of pipe joints.

(4) Address for service in the Island, if any: C/o Julius & Creasy, Colombo.

(5) Class: 13.

(6) Goods: Pipes and tubes, joints for pipes and tubes, valve, pipe and tube fittings, containers for air or other gases, tube-expanding tools, pipe-grooving tools (without a cutting edge) and valves, all being metal goods and included in other classes.

(7) Representation of the Trade Mark:

VICTAULIC

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
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 uncancelled 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. 4,147.

(2) Date of Receipt: February 4, 1928.

(3) Applicant (Proprietor of the Trade Mark) **CARRERAS, LIMITED** (a Company incorporated under the English Companies' Acts), Arcadia Works, City road, London E.C. 1, England; Manufacturers.

(4) Address for service in the Island, if any: C/o Julius & Creasy, Colombo.

(5) Class: 45.

(6) Goods: Tobacco, whether manufactured or unmanufactured.

(7) Representation of the Trade Mark:

RUPEE

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
Registrar of Trade Marks.

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(1) Trade Mark No. 4,149.

(2) Date of Receipt: February 8, 1928.

(3) Applicant (Proprietor of the Trade Mark): **EHRICH & GRAETZ AKTIENGESELLSCHAFT** (a Joint Stock Company duly incorporated and organized under the laws of the German Empire), No. 90/92, Eisenstrasse, Berlin, Germany; Manufacturers.

(4) Address for service in the Island, if any: Ramfry & Son, C/o The Ceylon Daily News, 18, Baillie street, Fort, Colombo.

(5) Class: 13.

(6) Goods : Lamps and lanterns of all kinds and all parts thereof, whether for oil, spirit, benzine or other illuminating or burning fluids, or for gas or electricity, arc lamps or glow lamps, stoves or apparatus for cooking and heating purposes and all parts of the same which are included in class 13.

(7) Representation of the Trade Mark :

Graetzor

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
Registrar of Trade Marks.

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The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,150.

(2) Date of Receipt : February 6, 1928.

(3) Applicant (Proprietor of the Trade Mark) : EHRICH & GRAETZ AKTIENGESELLSCHAFT (a Joint Stock Company duly incorporated and organized under the laws of the German Empire), No. 90 96, Elsenstrasse, Berlin, Germany ; Manufacturers.

(4) Address for service in the Island : Remfry & Son, C/o The Ceylon Daily News, 18, Baillie Street, Colombo.

(5) Class : 13.

(6) Goods : Lamps and lanterns of all kinds and all parts thereof, whether for oil, spirit, benzine or other illuminating or burning fluids, or for gas or electricity, arc lamps or glow lamps, stoves or apparatus for cooking and heating purposes and all parts of the same which are included in Class 13.

(7) Representation of the Trade Mark :

Mirador

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
Registrar of Trade Marks.

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The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,151.

(2) Date of Receipt : February 6, 1928.

(3) Applicant (Proprietor of the Trade Mark) : EHRICH & GRAETZ AKTIENGESELLSCHAFT (a Joint Stock Company duly incorporated and organized under the laws of the German Empire), No. 90/96, Elsenstrasse, Berlin, Germany ; Manufacturers.

(4) Address for service in the Island, if any : Remfry & Son, C/o The Ceylon Daily News, 18, Baillie street, Fort, Colombo.

(5) Class : 13.

(6) Goods : Lamps and lanterns of all kinds and all parts thereof, whether for oil, spirit, benzine or other illuminating or burning fluids, or for gas or electricity, arc lamps or glow lamps, stoves or apparatus for cooking and heating purposes and all parts of the same which are included in class 13.

(7) Representation of the Trade Mark :

Petromax

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
Registrar of Trade Marks.

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The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,174.

(2) Date of Receipt : March 1, 1928.

(3) Applicant (Proprietor of the Trade Mark) : MEC-CANO, LIMITED (a Company incorporated under the English Companies' Acts), 236, Binns road, Liverpool, England ; Manufacturers.

(4) Address for service in the Island, if any : C/o Julius & Creasy, Colombo.

(5) Class : 49.

(6) Goods : Constructional toys and toys generally.

(7) Representation of the Trade Mark :

MECCANO

Registrar-General's Office,
Colombo, March 7, 1928.

E. R. DE SILVA,
Registrar of Trade Marks.

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

Trade or Business of Auctioneers and Brokers,

THE following persons were licensed during the month of February, 1928, to carry on the trade or business of Auctioneers and Brokers within the limits of the Kalutara Urban District Council area for the year 1928, and their names are published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922 :—

H. Thomas Fernando .. Auctioneer
Francis T. Seneviratne .. Auctioneer and Broker

ARNOLD GOONEWARDENE,

for Chairman.

Urban District Council Office,
Kalutara, March 1, 1928.

Existence of Rabies.

NOTICE is hereby given in terms of section 9 of the Rabies Ordinance, No. 7 of 1893, of the existence of rabies in the Jaffna Urban District Council area.

Any dog found in public road or place within the above said area unmuzzled, or not under control by means of a collar and chain, is liable to be destroyed.

This notification shall be in force till revoked by proclamation.

R. SIVAGURU NATHER.

Office of the Urban District Council,
February 28, 1928.

Chairman.