



14/25

THE CEYLON GOVERNMENT GAZETTE

No. 7,636 - FRIDAY, MARCH 30, 1928.

Published by Authority.

PART I.—GENERAL.

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

	PAGE		PAGE
Minutes by the Governor	—	Miscellaneous Departmental Notices	1430
Proclamations by the Governor	1342	Sales of Toll and Other Rents	1431
Appointments by the Governor	1343	Proceedings of Municipal Councils	1437
Appointments, &c., of Registrars	1345	Patents Notifications	1441
Government Notifications	1347	Notices to Mariners	1441
Currency Commissioners' Notices	1354	Road Committee Notices	1442
Revenue and Expenditure Returns	—	Local Board Notices	—
Notices calling for Tenders	1363	Trade Marks Notifications	1448
Sales of Unserviceable Articles, &c.	1370	"Local Government Ordinance" Notices	1451
Vital Statistics 1370 & Supplement		"Excise Ordinance" Notices	1452
Unofficial Announcements	1371	Meteorological Returns	Supplement
Specifications under "The Irrigation Ordinance"	—	Books registered under Ordinance No. 1 of 1885	—

NEW LAW REPORTS.—Part V. of Vol. XXIX. was issued on the 29th instant.

COLOMBO :

H. ROSS COTTE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

U 69/28

A PROCLAMATION.

H. J. STANLEY.

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

And whereas it is expedient to extend the application of the said Ordinance to the Local Board town of Badulla, in the Province of Uva:

Now, therefore, know Ye that We, the Governor in Executive Council, under and by virtue of the powers in Us vested by the said section of the said Ordinance, do hereby direct that as from and after March 16, 1928, the application of the said Ordinance shall be extended to the aforesaid town.

Colombo, March 27, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

U 70/28

A PROCLAMATION.

H. J. STANLEY.

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

And whereas it is expedient to extend the application of the said Ordinance to the Local Board town of Bandarawela, in the Province of Uva:

Now, therefore, know Ye that We, the Governor in Executive Council, under and by virtue of the powers in Us vested by the said section of the said Ordinance, do hereby direct that as from and after March 16, 1928, the application of the said Ordinance shall be extended to the aforesaid town.

Colombo March 27, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

J 440/28

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by section 28 of "The Courts Ordinance, 1889," as amended by section 2 of Ordinance No. 8 of 1924, it is amongst other things enacted that Criminal Sessions of the Supreme Court shall be holden by one of the Judges thereof or by a Commissioner of Assize duly appointed under the provisions of the said Ordinance for each of the Circuits into which the Island is divided for the hearing, trying, and determining all prosecutions which shall be commenced against any person for or in respect of any crime or offence or alleged crime or offence—

For the Western Circuit, four times at least in each year at Colombo, and such other places in such Circuit as the Governor, after previous consultation with the Judges, shall appoint; such Sessions commencing at Colombo on January 10, on March 20, on July 10, and on October 10 in every year.

And whereas it appears to Us expedient to order that a Criminal Sessions of the Supreme Court shall be holden on the day hereinafter mentioned at Kalutara, a place included within the said Western Circuit:

Now, therefore, know Ye that We, the Governor, for sufficient reasons to Us appearing, and after previous consultation with the Judges of the Supreme Court, do order and appoint that a Criminal Sessions of the Supreme Court shall be holden at Kalutara in the said Western Circuit, on or about Monday, April 16, 1928.

Colombo, March 28, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

L 36/28

A PROCLAMATION.

H. J. STANLEY.

K NOW Ye that We, the Governor, in exercise of the powers in Us vested by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Madawela and Hatamunegala, in Gampahasiya pattu of Matale South of the Matale District, in the Central Province.

Colombo, March 30, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

The land commonly called or known as Giniheriyamukalana, situate in the village of Madawela, in Gampahasiya pattu of Matale South of the Matale District, in the Central Province; containing in extent 5 acres 1 rood and 1 perch, and shown as lots 168 and 169 in final village plan No. 23; and bounded as follows: on the north by lots 166, 171, 167, and 135 in final village plan No. 23; on the east by lot 134 in final village plan No. 23; on the south by the village limits of Hatamunegala (final village plan No. 26); and on the west by lots 165 and 166 in final village plan No. 23.

BY HIS EXCELLENCY THE GOVERNOR.

L 210/28

A PROCLAMATION.

H. J. STANLEY.

K NOW Ye that We, the Governor of Ceylon, in exercise of the powers vested in Us by section 14 of "The Forest Ordinance, 1907," do hereby constitute the forest, the limits whereof are specified in the schedule hereto, a village forest for the benefit of the village communities of Patagama, Weragama, and Kehelowitzagama in the Palle pattu of Nawadun korale, in the District of Ratnapura, Province of Sabaragamuwa.

Colombo, March 30, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

SCHEDULE.

Lot 18DL in final village plan No. 67 called Patagamahenyaya, situated in Patagama village in Palle pattu of Nawadun korale, in the Ratnapura District, Province of Sabaragamuwa, containing in extent 73 acres 3 roods and 28 perches, exclusive of Maha-dola and footpath passing through the land and Gorokgahahena-dola; bounded as follows:—

North by Maha-dola, the limits of Kehelowita village (final village plan No. 59) and Paddadeniya-dola.
East by lots 18AR and 18DK in final village plan No. 67 and Maha-dola.
South by lots 18DK, 18 CN (reservation along Gorokgahahena-dola), and 18 in final village plan No. 67.
West by Maha-dola.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 131 of 1928.

WITH reference to the Notification dated January 25, 1928, and published in the *Gazette* of January 27, 1928, it is hereby notified that HIS MAJESTY THE KING has been pleased to confirm the provisional appointment of the Hon. Mr. H. A. BURDEN to be a Nominated Official Member of the Legislative Council of Ceylon, during the absence of Mr. T. REID from the Island.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 28, 1928. Colonial Secretary.

No. 132 of 1928.

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

Professor A. G. SMITH to act as Registrar, Ceylon Medical Council, with effect from April 11, 1928, during Mr. F. O'B. ELLISON's absence on leave.

Mr. R. H. WHITEHORN to be Chairman of the Board of Improvement Commissioners, Kandy, with effect from April 1, 1928, in place of Mr. W. L. KINDERSLEY, resigned.

Mr. O. G. D'ALWIS to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kalutara, during the absence of Mr. N. M. BHARUCHA, from April 6 to 20, 1928, inclusive, or until the resumption of duties by that officer.

Mr. E. G. JONKLAAS to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, from March 31 to April 2, 1928, inclusive, during the absence of Mr. G. L. DAVIDSON, or until the resumption of duties by that officer.

Mr. M. H. JAYATILLEKE to be Additional Police Magistrate, Panadure, on March 30, 1928.

Mr. M. A. PERERA to act as Police Magistrate, Kandy; Additional Commissioner of Requests, Kandy; and Municipal Magistrate, Kandy, on March 27 and 28, 1928, during the absence of Mr. E. H. LUCETTE, or until the resumption of duties by that officer.

Mr. T. B. PANABOKKE to act as Additional Police Magistrate, Gampola, on April 2, 1928.

Mr. K. VAITHIANATHAN to be Additional Police Magistrate, Balapitiya, on March 28, 1928.

Mr. P. VYTHIALINGAM to act as Police Magistrate, Kayts, on March 24, 1928.

Mr. J. G. C. S. DE SARAM, Inspector of Police, to act as Assistant Superintendent of Police, Colombo, and Justice of the Peace and Unofficial Police Magistrate for Colombo, with effect from April 1, 1928.

Mr. H. M. THOMAS to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Dumbara, during the absence of Mr. A. N. LUSHINGTON from the Island.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 28, 1928. Colonial Secretary.

No. 133 of 1928.

Ceylon Planters' Rifle Corps. (Retirement.)

Major ROBERT BENZIE, D.S.O., V.D., retires February 24, 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to grant Major ROBERT BENZIE, D.S.O., V.D., the rank of Honorary Lieutenant Colonel with permission to wear the uniform of the Ceylon Planters' Rifle Corps.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 29, 1928. Colonial Secretary.

No. 134 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following promotion in the Ceylon Mounted Rifles, with effect from March 19, 1928:—

To be Lieutenant.

Second Lieutenant ALAN NELSON PHILBRICK.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 26, 1928. Colonial Secretary.

No. 135 of 1928.

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

To be Second Lieutenant.

Mr. EDWARD ALEXANDER NUGAWELA.

By His Excellency's command,

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

No. 136 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointment in the Ceylon Cadet Battalion, with effect from February 14, 1928:—

To be Honorary Second Lieutenant.

Mr. DEUTRAM FELIX DAVID.

By His Excellency's command,

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

No. 137 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 5 of "The Rubber Restriction Ordinance, No. 24 of 1922," to appoint Mr. S. P. HAYLEY to be the Representative of the Ceylon Chamber of Commerce on the Rubber Restriction Board, *vice* Mr. J. J. WALL.

By His Excellency's command,

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

No. 138 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 5 (1) of Ordinance No. 18 of 1892, as amended by Ordinance No. 5 of 1925, to appoint Dr. M. W. M. DE SILVA, Medical Officer of Health, Kegalla District, to be a Member of the Sanitary Board, Kegalla District, *vice* Dr. L. J. KAHAWITA.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 27, 1928. Colonial Secretary.

No. 139 of 1928.

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

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 24, 1928. Colonial Secretary.

No. 140 of 1928.

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

The Hon. Mr. D. H. KOTALAWALA.

Mr. A. E. MILLS.

Mr. R. SCHOFIELD.

Mr. A. FELLOWES GORDON.

By His Excellency's command,

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

No. 141 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. **DASANAYAKA MUDIYANSELAGE TIKIRI BANDA** of Miyanadeniya to be an Inquirer for Madure korale, in Weudawili hatpattu, in the District of Kurunegala, North-Western Province, *vice* D. M. K. BANDA, deceased.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 22, 1928. Colonial Secretary.

No. 142 of 1928.

HIS EXCELLENCY THE GOVERNOR, in pursuance of the powers in him vested by section 372 of "The Civil Procedure Code, 1889," has been pleased to appoint Mr. **SINNATAMBY KADIRAVELU** to administer the oaths

or affirmations which are necessary to the making of affidavits mentioned in section 371 of the said Code, for the District of Jaffna.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 21, 1928. Colonial Secretary.

No. 143 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. **HEETAWAKAGE PETER DE SARAM JAYAWARDENE** of Halpe, Mirigama, to be a Notary Public throughout Matale District, with residence and office at Matale, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, March 22, 1928. Colonial Secretary.

APPOINTMENTS, &c., OF REGISTRARS.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint **HENRY SAMUEL MALORTIE HOARE** as Additional Assistant Provincial Registrar of Births and Deaths and of Marriages (General) of Kurunegala District of the North-Western Province, with effect from March 26, 1928. His office will be at the Kurunegala Kachcheri.

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

It is hereby notified that I have appointed **ARATCHIGE WILLIAM DABERA** (provisionally) as Registrar of Births and Deaths of Etulkotte division, and of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, with effect from April 1, 1928, *vice* **CHARLES PETER DE PINTO**, deceased. His office will be at Hill House in Kirillapone.

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 26, 1928. Acting Registrar-General.

It is hereby notified that I have appointed **PERIYA-TAMBY NAGALINGAM** as Deputy Medical Registrar of Births and Deaths of Teldeniya town division, in the Kandy District of the Central Province, with effect from April 1, 1928. His office will be at the Government Hospital, Teldeniya.

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 22, 1928. Acting Registrar-General.

It is hereby notified that I have appointed **CUTBERT FELIX OLIVER PANDITHESEKERE** as Medical Registrar of Births and Deaths of Teldeniya town division, in the

Kandy District of the Central Province, with effect from April 1, 1928. His office will be at the Government Hospital, Teldeniya.

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 22, 1928. Acting Registrar-General.

It is hereby notified that I have appointed **VYRAMUTTU THEIVANAYAKAMPILLAI** to act as Registrar of Births and Deaths of Manmunai East (Northern) division, and of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for sixty days from April 14, 1928, *vice* **KANAPATIPPILLAI CHINNATAMPI**, on leave. His office will be at Navatkuda.

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 21, 1928. Acting Registrar-General.

It is hereby notified that I have confirmed **ATAUDA HERAT MUDIYANSELAGE DINGIRI BANDA DAMUNUPOLA** in his appointment as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Tumpane No. 2 Division, in the Kandy District of the Central Province.

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 20, 1928. Acting Registrar-General.

It is hereby notified that the Provincial Registrar, Badulla, has issued a licence under section 4 of Ordinance No. 8 of 1886 to **HABEBU LEBBE AHAMADU LEBBE** of Harakgamakanda to register Muslim Marriages within the District of Badulla, with effect from March 15, 1928.

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 20, 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, Kandy, has appointed ADIKARI MUDIYANSELAGE MUTU BANDA IRIYAGAMA to act as Registrar of Births and Deaths and of Marriages (General) of Yatinuwara No. 3 Division, in the Kandy District of the Central Province, for ten days from March 19, 1928, during the absence of the Registrar, BAMBARADENIYE JAYASUNDARA MUDIYANSELAGE SENEVIRATNE BANDA, on leave. His office will be at Polgasdeniyewalawwa in Iriyagama.

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 own and Gravets division, in the Nuwara Eliya District of the Central Province, for thirty days from March 23, 1928, during the absence of the Registrar, HERAT ATAPATTU WASALA MUDIYANSELAGE HERAT BANDA PETTYGODA, on leave. His office will be at house No. 54, Nanu-oya.

The Additional Assistant Provincial Registrar, Matale, has appointed KAHANDA KULATUNGA MUDIYANSE RALAHAMILLAGE PURIJALA IHALAWALAWWE LOKU BANDA PURIJALA to act as Registrar of Births and Deaths of Kohonsiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, on March 17, 1928, during the absence of the Registrar, RANPANHINDA DIWAKARA ALAHAKOON MUDIYANSELAGE NIYAREPOLA WALAWWE MEDDUMA BANDA, on leave. His office will be at Nikawellewalawwa in Udupihilla.

The Additional Assistant Provincial Registrar, Galle, has appointed KALUHAT VALENTINE DE ABREW WIJESINHA to act as Registrar of Births and Deaths of Welitara division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, on March 21, 1928, during the absence of the Registrar, CORNELIS DE ZOYSA ABAYASRIWARDENA, on leave. His offices will be at Hambanwatta in Godagedara for Births and Deaths, and Mawatobodawatta in Patagagoda for Marriages.

The Additional Assistant Provincial Registrar, Galle, has appointed CHARLES KUMARA to act as Registrar of Births and Deaths of Akmimana division, and of Marriages (General) of Four Gravets of Galle and Akmimana division, in the Galle District of the Southern Province, for thirty days from March 23, 1928, during the absence of the Registrar, DON ARNOLIS KUMARA, on leave. His office will be at Kebellagahawatta in Ganagoda.

The Additional Assistant Provincial Registrar, Galle, has appointed KARIYAWASAN MAJUWANEGAMAGE CHARLES DIAS to act as Registrar of Births and Deaths of Telikada Division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for five days from April 2, 1928, during the absence of the Registrar, FRANCIS DIAS JAYASIRI GUNAWARDENA SENEVIRATNE, on leave. His offices will be at Ambagahawatta in Keradewala and Ambagahaowitatotupalewatta in Majuwana.

The Assistant Provincial Registrar, Matara, has appointed DON ANDRAYAS JAYASUNDERA to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for two days from March 19, 1928, during the absence of the Registrar, DON SAMER SUDARA SENEERAT, on leave. His office will be at Corakawatta in Kebaliyapola.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS DIAS RATNATUNGA to act as Registrar of Births and Deaths of Kahawatta Lower Division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from March 19, 1928, during the

absence of the Registrar, GIBIGORIS DIAS RATNATUNGA, on leave. His office will be at Udumulla-addarawatta in Aranwela; additional office: Ambagahahena in Kuduhilla.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ANDRAYAS NIKULAS RAJAPAKSA to act as Registrar of Births and Deaths of Marakada Upper Division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from March 22, 1928, during the absence of the Registrar, DON DIONIS RAJAPAKSA, on leave. His office will be at Godawanewatta in Buddiyagama.

The Assistant Provincial Registrar, Jaffna, has appointed JOHN CHELLAPPAH to act as Registrar of Marriages (General) of Valikamam North division, in the Jaffna District of the Northern Province, for two days from March 16, 1928, during the absence of the Registrar, VAYRAMUTTU MUTTUKKUMARU, on leave. His office will be at Sarvely in Inuvil.

The Assistant Provincial Registrar, Jaffna, has appointed RAMANATHAN PONNAMPALAM VIRASINGAM to act as Registrar of Marriages (General) of Valikamam West division, in the Jaffna District of the Northern Province, for three days from March 23, 1928, during the absence of the Registrar, JOSEPH NICHOLAS SANDIRASEGARA, on leave. His office will be at Sandirasegaramutaliyavalavu in Matakal.

The Assistant Provincial Registrar, Batticaloa, has appointed VYRAMUTTU THEIVANAYAKAMPILLAI to act as Registrar of Births and Deaths of Manmunai East (Northern) division, and of Marriages (General) of Manmunai pattu north division, in the Batticaloa District of the Eastern Province, for thirty days from February 15, 1928, during the absence of the Registrar, KANAPATIPPILLAI CHINNA-TAMPI, on leave. His office will be at Navatkuda.

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

The Assistant Provincial Registrar, Puttalam, has appointed BASTIANKORALLAGE 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 six days from March 19, 1928, during the absence of the Registrar, JAYAMANNA MOHORITIGE DON SIMON, on leave. His office will be at Kuravikulam.

The Assistant Provincial Registrar, Kegalla, has appointed LOKUBANDA WERELLEGGAMA to act as Registrar of Marriages (General) of Kegalla town within Local Board limits division, in the Kegalla District of the Province of Sabaragamuwa, for seven days from March 8, 1928, during the absence of the Registrar, ANDRAVASPATABENPI THEYONIS DE VAS GOONAWARDANA, on leave. His office will be at the Land Registry, Kegalla.

The Assistant Provincial Registrar, Kegalla, has appointed WIJERATNA MUDIYANSELAGE DINGIRBANDA to act as Registrar of Births and Deaths of Deyalandahamuna pattuwa division, and of Marriages (General) of Galboda and Kinigoda korales division, in the Kegalla District of the Province of Sabaragamuwa, on March 17, 1928, during the absence of the Registrar, WIJERATNA MUDIYANSELAGE UKKUBANDA, on leave. His office will be at Ambalammullewatta in Puwakdeniya.

Registrar-General's Office,
Colombo, March 24, 1928.

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

IT is hereby notified that DAMBAGOLLEGEDERA APPUHAMY, Registrar of Births and Deaths of Oyapalata korale division and of Marriages (Kandyan and General) of Walapane division, in the Nuwara Eliya District of the Central Province, holds, with effect from March 1, 1928, his office at Mulhakele in Kumbalgamuwa, instead of at Ambalamalangawatta in Batagolla as notified in the Government Gazette No. 7,490 of October 9, 1925.

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 27, 1928. Acting Registrar-General.

IT is hereby notified that SINGAKKUTTI MUDIYANSELAGE GUNARATH BANDA, Registrar of Births and Deaths of Kinyama korale, and of Marriages of Katugampola hatpattu, in the District of Kurunegala of the North-Western Province, will, with effect from April 1, 1928,

hold his office at Bowatta only on Mondays and Thursdays (instead of throughout the week as notified in *Government Gazette* No. 7,461 of May 20, 1925), and at Ihala Kinyama on the other four days of the week.

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 21, 1928. Acting Registrar-General.

IT is hereby notified that ANDREAS HECTOR WIJESINGHE, Registrar of Births and Deaths of Diviture division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, will, with effect from April 1, 1928, have an additional office at Akuratiya in the house of Radawaliyadde Abraham Gunawardene for the solemnization of Marriages (General).

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 27, 1928. Acting Registrar-General.

GOVERNMENT NOTIFICATIONS.

G 670/28

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. M. Z. Meedin	Clerk in Class III. of the Clerical Service.	Special Overseer, Public Works Department, from March 1, 1928

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

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

A 25/28

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. F. P. de Z. Siriwardene	Clerk in Class II. of the Clerical Service on R. 1,020 per annum, with effect from October 29, 1927	Clerk in charge of the audit of accounts in connection with the Rubber Control, with effect from March 1, 1928

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, March 27, 1928.

G 296/28

APPLICATIONS on form General 187 (F 2) from officers in the Special Class and Class I. of the Clerical Service for transfer to the post of Chief Clerk, Audit Office, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before April 14, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

Colonial Secretary's Office,
Colombo, March 29, 1928.

G 171/28

APPLICATIONS on form General 187 (F 2) from officers in Class I. of the Clerical Service for transfer to the post of Chief Clerk, Kalutara Kachcheri, will be considered if forwarded through the Head of the applicant's Department and received in the Secretariat on or before April 11, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

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

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 363/26

IT is hereby notified that the following regulation made by the Sanitary Board, Chilaw District, under the provisions of section 9 B (2) of the Small Towns Sanitary Ordinance, 1892, in respect of the towns of Madampe, Marawila, Nattandiya, and Udappu in the Chilaw District, has been approved by His Excellency the Governor with the advice of the Executive Council, and is hereby published for general information.

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

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

REGULATION REFERRED TO.

Whenever any tree or any portion of a tree, within the limits of a town, shall overhang any house or building standing on a land belonging to a person other than the owner of such tree or whenever the same shall overhang any street or road, the Chairman of the Sanitary Board may by notice in writing to be served upon the owner or occupier of the land upon which such tree stands, order and require him to cut down or remove the said tree or portion thereof within a stated period and the said owner or occupier shall comply with such notice upon service thereof.

"THE SMALL TOWNS SANITARY ORDINANCE, 1892."

U 363/26

IT is hereby notified that the following regulation made by the Sanitary Board, Puttalam District, under the provisions of section 9 B (2) of the Small Towns Sanitary Ordinance, 1892, in respect of the town of Kalpitiya in the Puttalam District, has been approved by His Excellency the Governor with the advice of the Executive Council, and is hereby published for general information.

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

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

REGULATION REFERRED TO.

Whenever any tree or any portion of a tree, within the limits of a town, shall overhang any house or building standing on a land belonging to a person other than the owner of such tree or whenever the same shall overhang any street or road, the Chairman of the Sanitary Board may by notice in writing to be served upon the owner or occupier of the land upon which such tree stands, order and require him to cut down or remove the said tree or portion thereof within a stated period and the said owner or occupier shall comply with such notice upon service thereof.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

K 172/28

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of "The Cemeteries and Burials Ordinance, 1899," and on the recommendation of the "proper authority," to wit, the Government Agent of the Central Province, has been pleased to approve of the allotment of land set out in the schedule hereto being provided and used as a burial ground at Demadaoya, in Udugoda Udasiya pattu of Matale north division of the Matale District, Central Province, from the date hereof.

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

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

SCHEDULE REFERRED TO.

Lot 110 in final village plan No. 35.
Name of Land: Mukalanehena.
Situation: Demadaoya village, in Udugoda Udasiya pattu of Matale north division of Matale District, Central Province.
Boundaries: North by Gansabhawa road (lot 116 in final village plan No. 35); east by lot 198 in final village plan No. 35; south by lot 198 in final village plan No. 35; west by lot 111 in final village plan No. 35.
Extent: 1 acre and 7 perches.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

K 180/28

IT is hereby notified that His Excellency the Governor has, on the recommendation of the "proper authority," to wit, the Assistant Government Agent for the Puttalam and Chilaw Districts, by virtue of the powers by section 34 of Ordinance No. 9 of 1899 on him conferred, approved the allotment of land described in the schedule hereto being provided as a burial ground for the exclusive use of Roman Catholics from the date hereof.

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

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

SCHEDULE REFERRED TO.

The land commonly called and known as Kebellawalamukalana, situated in the village Dankotuwa in Otara palata central of Pitigal korale south of the Chilaw District, in the North-Western Province, containing in extent 1 acre, and fully described as lot 7A in preliminary plan No. 5,507; and bounded on the north by lot 8 in preliminary plan No. 5,507 and the village limit of Dummalakotuwa; east by lot 6 in preliminary plan No. 5,507; south by lot 7 in preliminary plan No. 5,507; west by the Gansabhawa road from the estates to main road.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

K 180/28

IT is hereby notified that His Excellency the Governor has, on the recommendation of the "proper authority," to wit, the Assistant Government Agent for the Puttalam and Chilaw Districts, by virtue of the powers by section 34 of Ordinance No. 9 of 1899 on him conferred, approved the allotment of land described in the schedule hereto being provided and used as a burial ground from the date hereof.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

The land commonly called and known as *Kebellawalamukalana*, situated in the village *Dankotuwa*, in *Otara palata* central of *Pitigal korale* south of the *Chilaw District*, in the *North-Western Province*, containing in extent 1 acre 2 roods and 63 perches, and fully described as lot 7 in preliminary plan No. 5,507; and bounded on the north by lots 7A and 6 in preliminary plan No. 5,507 and the village limit of *Dummalakotuwa*; east by the village limit of *Mettikotuwa*; south by the village limit of *Metikotuwa* and lot 3 in preliminary plan No. 5,507; west by the *Gansabhawa road* from the estate to main road.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

K 182/28

NOTICE is hereby given that His Excellency the Governor, in exercise of the powers vested in him by section 34 of the Cemeteries and Burials Ordinance, No. 9 of 1899, and on the recommendation of the "proper authority," to wit, the Government Agent, North-Western Province, has approved of the allotment of land set out in the schedule hereto being provided and used as a burial ground from the date hereof.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Lot 28s in final village plan No. 1,622.
Name of Land: *Balagodellahena*.
Situation: *Pahala Aralugahawewa* village, in *Baladora korale* of *Dewamedi hatpattu* of the *District of Kurunegala*, *North-Western Province*.
Boundaries: On all sides by lot 28 in final village plan No. 1,622.
Extent: 1 acre and 22 perches.

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

U 185/26

WHEREAS by Notification dated May 21, 1927, information of the intention to constitute an Urban District Council for the area specified in the schedule to the said Notification was duly published in the *Government Gazettes* of May 27, 1927, June 2, 1927, and July 1, 1927, and locally proclaimed as required by section 9 (2) of Ordinance No. 11 of 1920:

And whereas all representations made to His Excellency the Governor in Executive Council with respect to the constitution of the said Council have been duly considered:

It is hereby notified that His Excellency the Governor in Executive Council has, under section 9 of Ordinance No. 11 of 1920, constituted an Urban District Council for the said area, to be called the *Dehiwala-Mount Lavinia Urban District Council*, the local administrative limits whereof shall be those specified in the schedule hereto.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

Dehiwala-Mount Lavinia.

North.—The Municipal limits of Colombo to a point 3 chains to the north-east of the *Pamankade* bridge on the *Kirillapone canal*. From this point a line drawn south-east parallel to the *Colombo-Kesbewa Public Works Department road* 3 chains distant from it to the north-east till it meets the *Kalubowila-Kirillapone village boundary*.

East.—The village boundary of *Kalubowila* to a point 3 chains to the east of the *Gansabhawa road* running from *Kalubowila* southwards to *Nedimale*; from this point a line running south parallel to the said *Gansabhawa road* to a point 3 chains to the north of the *Dehiwala-Pepiliyana District Road Committee road*. From this point a line drawn parallel to the said *District Road Committee road* eastwards to a point 3 chains to the east of the junction of the said road with the *District Road Committee road* running south to *Attidiya*; from this point a line running south and parallel to the said *District Road Committee road* and 3 chains to the east of it as far as the canal. The canal westwards as far as the point where the said canal turns northwards; from this point a line drawn due south until it meets the *Ratmalana-Attidiya road*. From this point the said *Ratmalana-Attidiya road* till it joins the *Colombo-Galle road*; thence the *Colombo-Galle road* southwards as far as the point at which the *Kaldemulla Gansabhawa road* branches off to the west.

South.—The village boundary between *Ratmalana South* and *Kaldemulla* and the village boundary between *Ratmalana South* and *Angulana*.

West.—The sea.

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

U 185/28

WHEREAS by Order in Council dated March 18, 1928, and published in the *Government Gazette* of March 30, 1928, His Excellency the Governor did constitute the Dehiwala-Mount Lavinia Urban District Council, the administrative limits whereof were specified in the schedule thereto :

It is hereby notified that His Excellency the Governor in Executive Council has, by virtue of the powers vested in him by sections 11 and 26 of Ordinance No. 11 of 1920, ordered that the said Dehiwala-Mount Lavinia Urban District Council shall consist of nine members, and that the administrative area of the said Urban District Council shall be divided into six electoral divisions, and that the limits of the said divisions shall be those set out in the schedule hereto.

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

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

SCHEDULE.

Division No. 1, Dehiwala.—*North* : The northern limit of the District Council area from the sea eastwards as far as the point where it meets the canal 10 chains to the north-east of the bridge on the Colombo-Galle road ; thence along the said canal eastwards to a point about 72 chains to the east from the said bridge where the canal takes a southerly direction. *East* : From the last-mentioned point along the canal southwards as far as the point where it meets the Dehiwala-Karagampitiya road. *South* : From the said point along the Dehiwala-Karagampitiya road westwards as far as the Dehiwala Railway Station ; thence a line drawn due west as far as the sea. *West* : The sea.

Division No. 2, Kalubowila.—*North* : From a point 3 chains to the north-east of the Pamankada bridge on the Kirillapone canal eastwards along the northern limit of the District Council area as far as the point where it meets the Kalubowila-Gangodawila village boundary. *East* : From the last-mentioned point southwards along the Kalubowila-Gangodawila village boundary until it meets the Kalubowila-Pepiliyana village boundary ; thence along the Kalubowila-Pepiliyana village boundary to a point 3 chains to the east of the Gansabhawa road running from Kalubowila southwards to Nedimala, from this point southwards along the eastern limit of the District Council area as far as it meets the canal. *South* : The canal westwards as far as the point where it turns to the north. *West* : From the last-mentioned point northwards along the canal until it meets the northern boundary of the District Council area ; thence northwards along the northern limit of the District Council area to the starting point of the northern boundary.

Division No. 3, Karagampitiya.—*North* : A line drawn from the sea due east to meet the Dehiwala-Karagampitiya road ; thence the Dehiwala-Karagampitiya road eastwards as far as the canal. *East* : The canal southwards as far as the point where the canal turns eastwards ; thence the eastern limit of the District Council area as far as a point due east of the eastern end of the Wattarapola road. *South* : From the last-mentioned point a line drawn due west as far as the eastern end of the Wattarapola road ; thence the Wattarapola road westwards as far as the point where it meets the Colombo-Galle road. *West* : The Colombo-Galle road northwards up to the point where the road on the south side of the Galkissa burial ground joins it ; the said road westwards to the point where it turns southwards ; thence a line drawn due west as far as the sea ; the sea northwards as far as the northern boundary of the division.

Division No. 4, Mount Lavinia.—*North* : A line drawn from the sea due east as far as the point where the road on the southern boundary of the Galkissa burial ground turns southwards ; the said road as far as the point where it joins the Colombo-Galle road. *East* : The Colombo-Galle road southwards as far as the point where it meets the Ratmalana Sea Beach road. *South* : The Ratmalana Sea Beach road. *West* : The sea.

Division No. 5, Wattarapola.—*North* : The Wattarapola road eastwards to its end ; thence a line drawn due east as far as the eastern limit of the District Council area. *East* : The eastern limit of the District Council area southwards as far as the Ratmalana-Attidiya road. *South* : The Ratmalana-Attidiya road westwards as far as the Colombo-Galle road. *West* : The Colombo-Galle road northwards as far as the point where it joins the Wattarapola road.

Division No. 6, Ratmalana.—*North* : The Ratmalana Sea Beach road. *East* : The Colombo-Galle road southwards to the point where the Kaldemulla-Gansabhawa road branches off to the west. *South* : The southern limit of the District Council area. *West* : The sea.

N 32/28

HIS Excellency the Governor has been pleased, in terms of the regulations published in the *Gazette* of November 23, 1923, to grant the Colonial Auxiliary Forces Long Service Medal to Lance-Corporal Hugh Devereux Ditmas of the Ceylon Planters' Rifle Corps.

Colonial Secretary's Office,
Colombo, March 26, 1928.

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

"THE CEYLON TELEGRAPH ORDINANCE, 1908."

P 134/28

RULE made by His Excellency the Governor in Executive Council under section 7 of the above-named Ordinance, and declared to be in force from March 30, 1928.

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

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

RULE.

Paragraph (iii.) of rule 330 of the rules published by Notification dated August 19, 1909, in the Supplement to the *Government Gazette* No. 6,325 of August 27, 1909, as the same is contained in the Notification dated June 16, 1927, in *Government Gazette* No. 7,589 of June 17, 1927, is hereby revoked, and the following substituted therefor, viz. :—

(iii.) The ship charge, which shall be—

- (a) 25 cents per word for telegrams to Danish, Dutch, Norwegian, Portuguese, and Greek vessels, with a minimum charge of Rs. 2.50 for each telegram ;
- (b) 20 cents per word for telegrams to Spanish and Swedish vessels with a minimum charge of Rs. 2 for each telegram ; and
- (c) 25 cents per word for telegrams to vessels belonging to any nationality not mentioned in (a) and (b) above.

"THE CEYLON (LEGISLATIVE COUNCIL) ORDER IN COUNCIL, 1923."

C 14/28

WITH reference to the Notification dated March 21, 1928, appearing on page 1256 of *Government Gazette* No. 7,635 of March 22, 1928, re By-election for the Constituency of the Ratnapura Revenue District Electorate, it is hereby notified that the name of the seconder of candidate Henry Ellawala of Eheliyagoda should read as "Edward William Wallagoda Nawaratne Goonatilleke Daundesekere" and not as "Edward William Wallagoda" appearing in the said Notification.

By order,

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

A. G. M. FLETCHER,
Colonial Secretary.

F 496/27

HIS Excellency the Governor has been pleased, with the approval of the Secretary of State for the Colonies, to make the following amendment to section 8 of the Minutes on Pensions dated December 9, 1908:—

Section 8.—Delete the last sentence, viz., "The first class and merit classes of constables will be regarded as forming one class."

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 29, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

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

X 55/28

HIS Excellency the Governor has been pleased, in terms of rule 2 (c) of Excise Notification No. 85, as amended by Excise Notification No. 136 and 2 (e) (iii.) of Excise Notification No. 85, to appoint Reverend G. E. Jessop to be a Member of the Excise Advisory Committee for the Batticaloa Local Board and Revenue District areas for the remainder of the current year ending March 31, 1928, vice Reverend E. T. Selby, resigned.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 27, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

Code for Assisted Vernacular and Anglo-Vernacular Schools.

E 303/27

THE following amendment to the Code of Regulations for Assisted Vernacular and Anglo-Vernacular Schools, which has been passed by the Board of Education and confirmed by His Excellency the Governor in Executive Council, is hereby published in accordance with section 10 (3) of Ordinance No. 1 of 1920.

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

AMENDMENT REFERRED TO.

In lieu of clause 48 substitute the following:—

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

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

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

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

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

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

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

K 1348/27

IT is hereby notified that His Excellency the Governor, in exercise of the powers vested in him by section 30, sub-section (1), of the above-named Ordinance, and with the advice of the Executive Council, has been pleased to approve of the following rules made under the provisions of sub-section (33) of section 29 of the said Ordinance by the Committee elected by the inhabitants of the subdivision of Kottawa in the Chief Headman's division called Talpe pattu, in the Galle District of the Southern Province, and the same are now published for general information:

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

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

RULES.

Rule 1, Quorum.—Eleven members of the Village Committee for the subdivision shall form the quorum at a meeting of the Committee.

Rule 2, Meeting.—A meeting of the Committee shall be held on the first day of every month commencing at 2 P.M. Members shall enter their time of attendance in an attendance register kept for the purpose.

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

K 108/28

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

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

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

VILLAGE COMMITTEE RULES FOR KADDUKKULAM PATTU WEST, TRINCOMALEE DISTRICT.

Rules under Chapter I. of Village Committee rules promulgated in *Government Gazette* No. 6,261 of September 18, 1908, are hereby repealed, and the following substituted therefor:—

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

(b) Such two days' labour shall be performed between April 1 and August 31 each year. Provided, however, that the liability to perform such two days' labour within the period aforesaid may be commuted by a payment of 50 cents before March 31 each year.

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

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

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

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

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

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

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

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

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

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

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

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

"THE VILLAGE COMMUNITIES ORDINANCE, 1889."

L 264/28

IT is hereby notified for general information that (a) His Excellency the Governor has been pleased to set apart the lots of land described in the schedule hereto annexed, which are the property of the Crown, for a common purpose, to wit, that the villagers of the village of Pinnapolegama of the Wannu hatpattu Village Committee of the Magul Otota korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province, may practise chena cultivation within the said lots on free permits issued by the Government Agent, Kurunegala, in accordance with the rules made by the Village Committee under the provisions of sections 6 and 16 of Ordinance No. 24 of 1889; and (b) His Excellency the Governor reserves to himself the right to resume absolute possession on behalf of the Crown of the said lots or of any portion thereof whenever he thinks fit (W. L. O. Notice No. 8,846).

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 30, 1928.A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

The following lots situated in the village of Piponnalegama, in the Magul Otota korale of the Wannu hatpattu of the Kurunegala District, in the North-Western Province:—

Block survey preliminary plan No. 1,984.

Lot.	Name of Land.	Extent.		
		A.	R.	P.
1	Pansalapaulahenyaya, Mawatheyayelanda, Aliyawetichchalanda	106	0	27
13	Inginigahayayelanda, Andaragahayayelanda, Munheneyayelanda, Hikhahayayelanda	132	1	30
72	Ibaelelanda	7	3	4
88	Kumbukgahawewelanda, Dangahalanda, Indihenelanda, Indipitiyelanda	58	1	34
107	Godellalanda	91	3	23
		396	2	38

(Exclusive of the Gansabhawa road and reservation, main road and reservations, and the ela passing through the lands.)

Lots excluded.

2	Mawatheyayelanda (cemetery)	1	0	4
3	Do. (reservation for path to cemetery)	0	0	12
88A	Kumbukgahawewaparagawahena	1	0	3
88B	Do.	1	0	19
		3	0	38

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

X 260/27

WHEREAS in terms of rules 3 and 4 of the rules published by Excise Notification No. 146 dated August 14, 1925, in *Government Gazette* No. 7,478 of August 14, 1925, as amended by Excise Notification No. 169 dated November 12, 1927, published in the *Government Gazette* No. 7,615 dated November 18, 1927, His Excellency the Governor in Executive Council was pleased to postpone the local option poll in respect of Kandy town taverns by Notification in *Gazette Extraordinary* of December 13, 1927, to a date to be fixed thereafter by the Governor by a further order published in the *Gazette*.

Now, therefore, His Excellency the Governor is pleased to order and it is hereby ordered that the said poll shall be fixed for the under-mentioned date and places for recording votes for the purpose of ascertaining whether 60 per cent. of the male residents over 18 years of age living within the area assigned to the following taverns are opposed to the existence of such taverns, &c.

Date and Time of Polling: Saturday, April 28, 1928, 7 A.M. to 7 P.M.

No.	Name of Tavern or Shop	Polling Centres.	Area.
15.	Kandy town arrack taverns, toddy taverns, hotel bar licences, tavern licences, and beer and porter licences (excluding the Queen's and Suisse Hotels)	(1) Peradeniya centre (Getambe Church Missionary School) (2) Katugastota centre (Palle Mahaiyawa Girls' school)	Haloluwa, Peradeniya road, Getambe, New Peradeniya road, Slaughter-house road, Hudumpola road, Hudumpola Aruppola, Katugastota road, Mahaiyawa Municipal Council cooly lines, Mahaiyawa metal buildings, Mapanawatura, Watapuluwa, Mosque road, Old Matale road, Torrington road
		(3) Kandy town centre (Kandy Kachcheri)	Ampitiya, Bahirawakanda, Brownrigg street, Castle hill street, Cemetery road, Colombo road, Colombo street, Cross street, Deiyannawela, Dodanwela, Gregory road, Hewaheta, Talwatta, Hantane road, Hermitage road, Hill street, Hospital road, King street, Kirk street, Lady Anderson road, Lady Longdon Drive, Lady McCarthy road, Lake road, Katukele, Lewella road, Leyulla, Malabar street (Green path), Market space, Market street, Lady Torrington road, Palace square, Pavilion street, Old Palace, Railway approach road, Reservoir road, Temple street, Trincomalee street, Trinity College, Uda Talwatta, Udamadapota, Victoria Drive, Ward street, Yatinuwara, Talwatta.

By His Excellency's command,

Colonial Secretary's Office,
Colombo, March 30, 1928.A. G. M. FLETCHER,
Colonial Secretary.

Notification under Land Sale Regulations 59 and 60.

L 180/28.

NOTICE is hereby given, in terms of sections 59 and 60 of the Land Sale Regulations, that an application has been received from Messrs. Carson & Co., Ltd., for the lease to them, without competition, of a block of reclaimed land approximately in extent 2 roods and 20 perches, situated between their stores in Kew lane and the Kew road Police Barracks in Slave Island, within the Municipal limits of Colombo, and bounded as follows:—

North : The boundary wall of the Kew road Police Barracks.

East : Reclaimed land and the Beira lake.

South : The northern boundary of the premises known as Lake View Mills.

West : Private land.

This land is required for the storage of timber, and the only access to it, apart from its lake frontage, is through the premises of Messrs. Carson & Co., Ltd.

It is, therefore, proposed to lease this land for such purpose to the aforesaid, without competition, for a term of 10 years on a rental of Rs. 1,000 per acre per annum on condition that the lease is terminable at six months' notice.

Any valid reasons against the lease of the said land should be sent to the undersigned within six weeks from the date hereof.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

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

MONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of February, 1928:—

1.—Note Account.

	Rs.	c.		Rs.	c.
Total Stock on January 31, 1928	187,444,642	0	In vault on February 29, 1928	126,370,940	0
Add Notes received in February, 1928	3,150,000	0	In circulation on February 29, 1928	59,938,602	0
	190,594,642	0			
Deduct Notes destroyed in February, 1928	4,285,100	0			
	186,309,542	0		186,309,542	0

2.—Reserve Account.

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	59,938,602	0	Securities at cost (£1 = Rs. 15)	44,837,708	27
Excess of reserve over Notes in circulation	7,410,644	67	Coin in vault	22,511,538	40
	67,349,246	67		67,349,246	67

3.—Average amount of Notes in circulation during the month	..	..	..	61,513,360	0
Average amount of Coin in vault during the month	..	..	..	24,086,296	0

4.—Details of Investments and Securities.

	Face Value.			Face Value.		Purchase Value.		Market Value.	
	£	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.
Colonial and other Securities...	1,327,750	4	9	19,916,253	56	18,558,674	31	15,779,044	4
War Loan 5 per cent.	4,877	15	1	73,166	31	75,000	0	65,735	54
National War Bonds 5 per cent.	38,373	10	1	575,602	56	613,550	57	542,682	46
Funding Loan 4 per cent.	7,091	1	2	106,365	88	85,092	69	84,237	36
Conversion Loan 4½ per cent.	218,392	16	4	3,275,892	25	3,117,522	94	2,834,186	12
Indian Stock Sterling	171,000	14	7	2,565,010	94	2,307,403	50	1,847,000	34
Indian 5 per cent. War Loan	—	—	—	15,838,700	0	14,880,329	89	15,917,893	50
Government of India 6 per cent. Bonds	—	—	—	371,100	0	371,100	0	382,696	87
Government of India 6 per cent. Loan	—	—	—	2,834,200	0	2,834,200	0	3,004,252	0
Government of India 5 per cent. Loan	—	—	—	2,027,500	0	1,994,834	37	2,168,157	13
Total	—	—	—	47,583,791	50	44,837,708	27	42,625,885	36

Currency Office,
Colombo, March 8, 1928.

A. G. M. FLETCHER, Colonial Secretary,
F. J. SMITH, Acting Controller of Revenue,
W. W. WOODS, Colonial Treasurer, } Commissioners
of Currency.

LOCAL LOANS AND DEVELOPMENT FUND.

A.—Statement of Liabilities and Assets on September 30, 1927.

LIABILITIES.	Rs.	c.	ASSETS.	Rs.	c.	Rs.	c.
Capital Account ..	3,946,623	4	Loans—				
Suspense Account ..		12 65	To Municipal Councils ..	620,700	0		
			To Urban District Councils ..	152,949	97		
			To Board of Improvement, Nuwara Eliya ..	72,550	0		
			To Local Boards ..	506,666	60		
			To Sanitary Boards ..	421,285	40		
			To Village Committees ..	31,464	88		
			To Co-operative Societies ..	164,755	28		
			To Government officers for building houses ..	160,794	81		
						2,131,166	94
			Colonial Treasurer ..	—		1,815,468	75
						3,946,635	69
						3,946,635	69

The Treasury,
Colombo, February 7, 1928.

W. W. WOODS,
Chairman, Local Loans and Development Fund.

I hereby certify that the books kept by the Secretary, Local Loans and Development Fund, have been duly audited under my direction, and that the above statement shows a true account of the Capital and Assets of the Fund.

Audit Office,
Colombo, February 23, 1928.

F. G. MORLEY,
Colonial Auditor.

B.—Cash Account.

	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
Balance brought forward on October 1, 1926 ..	—		1,076,115	69					
REVENUE.					EXPENDITURE.				
Grant in aid ..	—		700,000	0	Working expenses—				
Interest received—					Allowance to Secretary ..	900	0		
From Municipal Councils ..	32,983	33			Travelling expenses of Commis- sioner ..	7	50		
From Urban District Councils ..	6,541	66			Stationery ..	51	5		
From Board of Improvement, Nuwara Eliya ..	2,570	0			Furniture ..	124	0		
From Local Boards ..	20,442	42			Printed forms ..	101	96		
From Sanitary Boards ..	22,535	94						1,184	51
From Village Committees ..	1,055	59							
From Co-operative Societies ..	5,801	56							
From Government servants ..	6,673	49							
On Bank balance ..	42,236	36							
			140,840	35	Loans—				
Loans repaid—					To Urban District Councils ..	35,000	0		
By Municipal Councils ..	38,966	66			To Local Boards ..	100,000	0		
By Urban District Councils ..	12,883	34			To Sanitary Boards ..	9,500	0		
By Board of Improvement, Nuwara Eliya ..	8,850	0			To Village Committees ..	13,500	0		
By Local Boards ..	12,866	66			To Co-operative Societies ..	35,600	0		
By Sanitary Boards ..	50,784	63			To Government servants ..	60,759	0		
By Village Committees ..	2,900	0						254,350	0
By Co-operative Societies ..	20,213	34							
By Government servants ..	8,586	44			Suspense Account—				
			154,051	7	Fee paid to F. J. & G. de Saram for drawing up mortgage bonds in respect of loans to Govern- ment servants ..	1,827	25		
Suspense Account—					Fee paid to Public Works Depart- ment officers for inspecting and reporting on house properties ..	106	75		
Fee for drawing up mortgage bonds in respect of loans made to Government servants ..	1,827	25			Insurance fee on Fire Policy paid to Cumberbatch & Co. ..	20	0		
Fee for inspecting and reporting on house properties ..	102	90			Refund of erroneous credit ..	25	0		
Insurance fee on Fire Policy from R. Senanayake ..	20	0						1,979	0
Amount paid in error to the Fund by Government Agent, North- Western Province ..	25	0			Balance carried forward on Septem- ber 30, 1927 ..	—		1,815,468	75
			1,975	15				2,072,982	26
			2,072,982	26				2,072,982	26

The Treasury,
Colombo, February 7, 1928.

W. W. WOODS,
Chairman, Local Loans and Development Fund.

I hereby certify that this account has been duly audited under my direction and is correct:

Audit Office,
Colombo, February 23, 1928.

F. G. MORLEY,
Colonial Auditor.

C.—Capital Account.

		Rs.	c.			Rs.	c.	Rs.	c.
Balance carried forward on September 30, 1927 ..		3,946,623	4	Balance brought forward on October 1, 1926 ..		—		3,106,967	20
				Surplus for 1926-27:—					
				Revenue ..		840,840	35		
				Less expenditure ..		1,184	51		
								839,655	84
		<u>3,946,623</u>	<u>4</u>					<u>3,946,623</u>	<u>4</u>

The Treasury,
Colombo, February 7, 1928.

W. W. WOODS,
Chairman, Local Loans and Development Fund.

I hereby certify that this account has been duly audited under my direction and is correct :

Audit Office,
Colombo, February 23, 1928.

F. G. MORLEY,
Colonial Auditor.

D.—Statement of Loans.

Ledger Folio.	To what Public Body or Person.	For what Purpose.	Original Loan.			Repaid to Sept. 30, 1927.	Balance Outstanding on Sept. 30, 1927.	Date when Loan will be extinguished.	
			Amount.	Rate of Interest per Cent. per Annum.	When made.				
			Rs.		1922.	Rs.	c.	Rs.	c.
<i>Municipalities.</i>									
114	Kandy	.. Building model tenements	75,000	5	Jan. 10	25,000	0	50,000	0
139	Do.	.. do.	75,000	5	Nov. 6	20,000	0	55,000	0
167	Do.	.. do.	50,000	5	Nov. 28	10,000	0	40,000	0
198	Do.	.. do.	75,000	5	May 8	10,000	0	65,000	0
188	Do.	.. Augmenting and extending water supply	197,500	5	Dec. 11	26,333	34	171,166	66
262	Do.	.. Purchase of generating plant, improvement and extension of electric mains and paving the Meda-ela	112,000	5	April 17	7,466	66	104,533	34
168	Galle	.. Electric lighting scheme	135,000	5	Jan. 4	—		135,000	0
<i>Board of Improvement.</i>									
74	Nuwara Eliya	.. Construction of model dwellings for poorer classes	28,500	5	July 15	10,950	0	8,550	0
183	Do.	.. Construction of model dwellings and cooly lines	35,000	5	Sept. 23	7,000	0	28,000	0
232	Do.	.. Construction of model dwellings	40,000	5	Oct. 15	4,000	0	36,000	0
<i>Urban District Councils.</i>									
107	Negombo	.. Acquisition of land for opening a road	25,000	5	Oct. 6	12,500	0	12,500	0
76	Kalutara	.. Drainage scheme	25,000	5	Sept. 1	8,750	0	16,250	0
100	Matala	.. Waterworks extension	47,000	5	May 13	18,800	3	28,199	97
122	Do.	.. Construction of rat-proof grain store	10,000	5	July 7	5,000	0	5,000	0
183	Do.	.. Electric lighting scheme	60,000	5	Oct. 2	6,000	0	54,000	0
291	Do.	.. do.	35,000	5	Oct. 28	—		35,000	0
51	Matara	.. Erection of pit latrines	20,000	5	May 23	18,000	0	2,000	0
<i>Local Boards.</i>									
112	Moratuwa	.. Acquisition of land and erection of portion of Town Hall	25,000	5	Dec. 13	8,333	40	16,666	60
204	Do.	.. Construction of market cooly lines &c.	100,000	5	Feb. 19	—		100,000	0
144	Minuwangoda	.. Electric light and water service	6,000	5	Jan. 19	2,400	0	3,600	0
63	Nawalapitiya	.. Reclamation of swampy ground in the bazaar and its conversion into a recreation ground	5,000	5	Dec. 20	4,000	0	1,000	0
124	Do.	.. Erection of rat-proof grain store	5,000	5	July 17	2,500	0	2,500	0

Ledger Folio.	To what Public Body or Person.	For what Purpose.	Original Loan.			Repaid to Sept. 30, 1927.	Balance Outstanding on Sept. 30, 1927.	Date when Loan will be extinguished.
			Amount.	Rate of Interest per Cent. per Annum.	When made.			
			Rs.			Rs. c.	Rs. c.	
<i>Local Boards—contd.</i>								
127	Nawalapitiya	.. Reclamation of swampy ground, erection of grain store and acquisition of land for market site ..	10,000..	5	1922. .. Aug. 26..	2,500 0..	7,500 0..	1942
277	Do.	.. Electric lighting scheme ..	69,000..	5	1926. .. July 26..	—	69,000 0..	1947
156	Hatton-Dikoya	.. Water supply scheme for Hatton ..	50,000..	5	1923. .. July 16..	5,000 0..	45,000 0..	1944
255	Kurunegala	.. Water supply scheme ..	200,000..	5	1926. .. Mar. 20..	—	200,000 0..	1947
173	Puttalam	.. Electric lighting scheme ..	32,000..	5	1924. .. May 23..	1,600 0..	30,400 0..	1945
69	Bandarawela	.. Improvement to water supply ..	17,000..	5	1919. .. Dec. 18..	7,000 0..	10,000 0..	1936
99	Badulla	.. Improvement to town water supply ..	20,000..	5	1921. .. May 3..	6,000 0..	14,000 0..	1941
178	Do.	.. do. ..	10,000..	5	1924. .. Aug. 26..	3,000 0..	7,000 0..	1934
<i>Sanitary Boards.</i>								
Colombo District.								
39	Avissawella	.. Water supply ..	25,000..	4½	1917. .. Oct. 1..	11,250 0..	13,750 0..	1937
72	Do.	.. Providing a pipe-borne water supply ..	8,300..	5	1920. .. Jan. 22..	2,905 0..	5,395 0..	1940
150	Do.	.. Town improvements and electric lighting scheme ..	25,000..	5	1923. .. Jan. 19..	5,000 0..	20,000 0..	1943
34	Diulapitiya	.. Market road construction, &c. ..	4,000..	4½	1917. .. June 2..	2,666 60..	1,333 40..	1932
149	Do.	.. Acquisition of land for roads, installing a town water supply, and erecting market boutiques ..	7,000..	5	1923. .. Jan. 19..	1,460 0..	5,600 0..	1943
118	Egoda Kolonnawa	.. Acquisition of land for night soil depôt, slaughter-house, &c. ..	40,000..	5	1922. .. Mar. 15..	12,500 0..	27,500 0..	1938
31	Gampaha	.. Erection of markets ..	15,000..	4½	1917. .. April 21..	10,000 0..	5,000 0..	1932
82	Do.	.. Model market boutiques ..	4,000..	5	1920. .. Nov. 12..	1,599 96..	2,400 4..	1935
83	Do.	.. Purchase of land for recreation ground and cemetery ..	6,000..	4	do. ..	2,400 0..	3,600 0..	1935
105	Do.	.. Electric lighting and water supply scheme ..	7,500..	5	1921. .. Sept. 1..	3,000 0..	4,500 0..	1936
148	Do.	.. Extension of electric lighting scheme ..	7,500..	5	1923. .. Jan. 6..	1,500 0..	6,000 0..	1943
28	Hanwella	.. Erection of markets ..	2,000..	4½	1917. .. Mar. 15..	1,333 30..	666 70..	1932
40	Homagama	.. Market scheme ..	12,000..	4½	1917. .. Oct. 1..	6,400 0..	5,600 0..	1933
29	Ja-ela	.. Acquisition of land for market and approach road ..	9,000..	4½	1917. .. Mar. 31..	6,000 0..	3,000 0..	1932
84	Do.	.. Construction of permanent market ..	12,000..	5	1920. .. Nov. 12..	4,800 0..	7,200 0..	1935
145	Do.	.. Electric lighting scheme ..	14,000..	5	1923. .. Jan. 19..	2,800 0..	11,200 0..	1943
22	Kirillapone-Nugegoda	.. Road widening and erection of markets ..	15,000..	4½	1917. .. Feb. 1..	10,000 0..	5,000 0..	1932
79	Do.	.. Construction of model bakery and market boutiques ..	12,000..	5	1920. .. Nov. 12..	4,800 0..	7,200 0..	1935
80	Do.	.. Purchase of site for slaughter-house and for trenching ground for night soil ..	4,500..	4	1920. .. do. ..	2,700 0..	1,800 0..	1930
26	Kochchikade	.. Erection of public market ..	15,000..	4½	1917. .. Feb. 1..	10,000 0..	5,000 0..	1932
86	Do.	.. Acquisition of land for trenching ground for night soil ..	3,000..	4	1920. .. Nov. 12..	1,800 0..	1,200 0..	1930
147	Do.	.. Electric lighting scheme ..	10,000..	5	1923. .. Jan. 19..	2,000 0..	8,000 0..	1943
32	Kelaniya	.. Erection of market and construction of roads ..	15,000..	4½	1917. .. June 2..	10,000 0..	5,000 0..	1932

Folio.	To what Public Body or Person.	For what Purpose.	Original Loan.			Repaid to Sept. 30, 1927.	Balance Outstanding On Sept. 30, 1927.	Date when Loan will be extinguished.
			Amount.	Rate of Interest per Cent. per Annum.	When made.			
<i>Sanitary Boards—contd.</i>								
<i>Colombo District—contd.</i>								
111	Kandana	.. Building market and acquisition of land for roads, &c.	20,000..	5	1921. .. Dec. 9..	8,666 70..	13,333 30..	1936
90	Mirigama	.. Building a market	6,000..	5	1920. .. Nov. 12..	2,400 0..	3,600 0..	1935
195	Do.	.. Construction of cooly lines	5,000..	5	1925. .. Mar. 13..	666 71..	4,333 29..	1940
23	Mount Lavinia	.. Erection of public markets	15,000..	4½	1917. .. Feb. 1..	10,000 0..	5,000 0..	1932
81	Do.	.. Acquisition of land for roads and building sites	60,000..	5	1920. .. Nov. 12..	24,000 0..	36,000 0..	1935
95	Do.	.. do.	60,000..	5	1921. .. Feb. 7..	24,000 0..	36,000 0..	1936
88	Peliyagoda	.. Construction of permanent market and for filling up land purchased for slaughter-house	15,000..	5	1920. .. Nov. 12..	6,000 0..	9,000 0..	1935
146	Do.	.. Electric lighting scheme	12,000..	5	1923. .. Jan. 19..	3,200 0..	8,800 0..	1938
24	Puwakpitiya	.. Erection of public markets	5,000..	4½	1917. .. Feb. 1..	10,000 0..	5,000 0..	1932
25	Peliyandara	.. Road widening	4,500..	4½	.. do. ..	3,000 0..	1,500 0..	1932
87	Padukka	.. Construction of permanent market	6,000..	5	1920. .. Nov. 12..	2,400 0..	3,600 0..	1935
89	Pugoda	.. Purchase of land for market and construction of a temporary market..	2,000..	5	.. do. ..	799 98..	1,200 2..	1935
126	Seeduwa	.. Acquisition of land for roads, open spaces, and building sites	12,000..	5	1922. .. July 17..	5,000 0..	7,000 0..	1934
33	Veyangoda	.. Extension of market, road construction, &c.	20,000..	4½	1917. .. June 2..	13,333 30..	6,666 70..	1932
85	Do.	.. Purchase of land for roads and building sites	10,000..	5	1920. .. Nov. 12..	3,999 96..	6,000 4..	1935
148	Do.	.. Electric lighting scheme	16,000..	5	1923. .. Jan. 19..	3,200 0..	12,800 0..	1943
276	Wattala-Mabola	.. Construction of cooly lines, opening new roads, and cemetery	14,000..	5	1926. .. July 22..	700 ..	13,300 0..	1946
41	Welikada-Nawala	.. Erection of market buildings	15,000..	4½	1917. .. Oct. 1..	9,000 0..	6,000 0..	1932
<i>Katutura District.</i>								
56	Alutgama	.. Market scheme	10,000..	5	1918. .. Aug. 30..	9,000 0..	1,000 0..	1928
771	Do.	.. Improvements to the existing market buildings	5,000..	5	1926. .. June 30..	500 0..	4,500 0..	1936
57	Agalawatta	.. Market scheme and acquisition of land	7,500..	5	1918. .. Aug. 30..	6,750 0..	750 0..	1928
59	Beruwala	.. Market scheme	5,000..	5	.. do. ..	4,500 0..	500 0..	1928
53	Neboda	.. Completion of market scheme	3,000..	5	.. July 1..	2,700 0..	300 0..	1928
22	Tebuwana	.. Market scheme	8,000..	5	.. do. ..	6,000 2..	1,999 98..	1930
58	Wadduwa	.. do.	5,000..	5	.. Aug. 30..	4,500 0..	500 0..	1928
<i>Kandy District.</i>								
19	Galaha	.. Improvement of the town..	4,500..	4½	1917. .. Nov. 3..	3,300 0..	1,200 0..	1930
322	Pussellawa	.. Pipe borne water supply..	5,000..	5	1927. .. Aug. 31..	..	5,000 0..	1947
125	Teldeniya	.. Construction of a permanent market	4,500..	5	1922. .. July 17..	1,125 0..	3,375 0..	1942
195	Wattezama	.. Electric lighting scheme	22,000..	5	1925. .. Mar. 26..	2,200 0..	19,800 0..	1945
<i>Matale District.</i>								
162	Ahawihare	.. Acquisition of land for erection of latrine and walling in of a spring	500..	4	1923. .. Mar. 14..	422 66..	77 34..	1928
171	Dambulla	.. Construction of a road to Padeniya village	1,000..	5	1924. .. May 1..	300 0..	700 0..	1934
155	Palapatwela	.. Repairing and improving water well and construction of meat stalls	800..	5	1923. .. July 5..	300 0..	500 0..	1931
176	Do.	.. Construction of slaughter-house	600..	5	1924. .. July 3..	150 0..	420 0..	1934

Leger Folio	To what Public Body or Person.	For what Purpose.	Original Loan.			Repaid to Sept. 30, 1927.	Balance Outstanding on Sept. 30, 1927.	Date when Loan will be extinguished.
			Amount.	Rate of Interest per Cent. per Annum.	When made.			
			Rs.			Rs. c.	Rs.	c.
<i>Sanitary Boards—contd.</i>								
<i>Matale District—contd.</i>								
226	Rattota	..Extension of the market..	1,500..	5	1925. ..Sept. 24..	150 0..	1,350	0..1935
<i>Nuwara Eliya District.</i>								
133	Agrapatna	..Repairs to drains and latrines ..	300..	5	1922. ..Aug. 31..	150 0..	150	0..1932
264	Holbrook (Agrapatna)	..Construction of water service ..	4,000..	5	1926. ..April 20..	350 0..	3,650	0..1938
129	Dimbula	..Construction of new water works, latrines, drains, &c. ..	2,120..	5	1922. ..Aug. 31..	1,060 0..	1,060	0..1932
305	Do.	..Improvements to water supply ..	3,500..	5	1927. ..Mar. 14..	— ..	3,500	0..1941
131	Hanguranketa	..Purchase of hand cart and scavenging materials, &c. ..	250..	5	1922. ..Aug. 31..	125 0..	125	0..1932
132	Kandepola	..Sinking a well for the use of the public ..	400..	5	.. do. ..	200 0..	200	0..1932
263	Do.	..Construction of a water service scheme ..	4,000..	5	1926. ..April 20..	400 0..	3,600	0..1936
326*	Do.	..Improvements to the water-works ..	1,000..	5	1927. ..Aug. 5..	— ..	1,000	0..1937
130	Padiyapellella	..Construction of drains ..	2,000..	5	1922. ..Aug. 31..	1,000 0..	1,000	0..1932
235	Do.	..Construction of cement concrete drains ..	500..	5	1925. ..Oct. 19..	50 0..	450	0..1935
<i>Kurunegala District.</i>								
181	Polgahawela	..Construction of cement concrete side drains ..	3,750..	5	1924. ..Sept. 10..	1,125 0..	2,625	0..1934
<i>Puttalam District.</i>								
266	Madampe	..Provision of extra drainage, model cooly lines, cart shed, &c. ..	25,000..	5	1926. ..April 29..	2,000 0..	23,000	0..1939
<i>Badulla District.</i>								
103	Lunugala	..Erection of a slaughter-house ..	1,000..	5	1921. ..Aug. 2..	600 0..	400	0..1931
174	Do.	..Improvements to the town water supply ..	3,240..	5	1924. ..June 28..	1,040 41..	2,199 59..	1945
<i>Rataapura District.</i>								
128	Kendangamuwa	..Acquisition of land for a latrine, trenching ground and approach road, and construction of side drains ..	1,500..	5	1922. ..Aug. 31..	625 0..	875	0..1934
265	Pelmadulla	..Constructing cement drains ..	500..	5	1926. ..Mar. 19..	100 0..	40	0..1931
<i>Village Committees.</i>								
<i>Kandy District.</i>								
206	Harispattu	..Building a bridge at Ancombura-oya ..	1,250..	5	1925. ..June 1..	125 0..	1,125	0..1945
208	Pata Hewaheta	..Building a footbridge over the Delwatura-oya ..	1,250..	5	.. do. ..	125 0..	1,125	0..1945
205	Tumpane	..Providing a footbridge over the Nugahamulla-oya ..	1,000..	5	.. do. ..	100 0..	900	0..1945
203	Uda Palata	..Building a new Village Tribunal ..	6,000..	5	.. do. ..	3,600 0..	2,400	0..1945
207	Uda Dumbara	..Building a wire suspension footbridge at Amunukadulla ..	1,000..	5	.. do. ..	100 0..	900	0..1945
204	Yatinuwara	..Building a bridge at Etorawa ..	1,500..	5	.. do. ..	150 0..	1,350	0..1945
<i>Matale District.</i>								
336	Matale North	..Building a village tribunal court-house at Naula ..	2,000..	5	..Oct. 22..	200 0..	1,800	0..1935
316	Matale South	..Establishing a pasture ground at Hatamunagala ..	1,000..	5	1927. ..June 16..	— ..	1,000	0..1932
<i>Matera District.</i>								
212	Four Gravets	..Acquiring and repairing the Walgama market ..	3,500..	5	1925. ..June 9..	700 0..	2,800	0..1935
213	Gangaboda pattu	..Building a bridge ..	1,200..	5	.. do. ..	735 12..	464 88..	1929
278	Kandaboda pattu	..Construction of market at Deiyandara and drains at the Hakmana market ..	2,000..	5	1926. ..July 30..	500 0..	1,500	0..1930
50	Wellaboda pattu	..Erection of market ..	6,000..	4½	1918. ..May 23..	5,400 0..	600	0..1928
292	Welligam korale	..Acquisition of land and buildings for market at Mirissa ..	5,000..	5	1926. ..Nov. 13..	— ..	5,000	0..1937

Ledger Folio.	To what Public Body or Person.	For what Purpose.	Original Loan.			Repaid to Sept. 30, 1927.	Balance Outstanding on Sept. 30, 1927.	Date when Loan will be extinguished.
			Amount.	Rate of Interest per Cent. per Annum.	When made.			
<i>Village Committees—contd.</i>								
<i>Batticaloa District.</i>								
216	Akkarai pattu	.. Extension of the market ..	1,500..	5	1925. .. June 23..	300 0..	1,200 0..	1935
256	Karawaku	.. Erecting two markets at Periakallar and Marutamunai ..	1,300..	5	1926. .. Mar. 26..	130 0..	1,170 0..	1936
258	Eruvil porativu	.. Erecting at village committee market at Kaluthavalai ..	700..	5	1926. .. Mar. 2..	70 0..	630 0..	1936
<i>Puttalam District.</i>								
318	Puttalam pattu	.. Construction of village market at Madurankuli ..	7,500..	5	1927. .. July 1..	—	7,500 0..	1942
<i>Co-operative Societies.</i>								
45	Adikari pattu	.. Agricultural purposes ..	1,000..	5	1918. .. May 23..	800 0..	200 0..	1929
106	Alutgama palata	.. do. ..	1,000..	5	1921. .. Sept. 20..	500 0..	500 0..	1932
134	Achchuvely	.. do. ..	200..	5	1922. .. Sept. 8..	80 0..	120 0..	1933
179	Boralesgomuwa	.. do. ..	1,000..	5	1924. .. Aug. 28..	200 0..	800 0..	1935
220	Balangoda	.. do. ..	500..	5	1925. .. Sept. 1..	—	500 0..	1936
189	Copay	.. do. ..	1,500..	5	1925. .. Jan. 3..	150 0..	1,350 0..	1936
281	Chunnakam	.. do. ..	1,000..	5	1926. .. Aug. 17..	—	1,000 0..	1937
301	Changanai West	.. do. ..	1,500..	5	1927. .. Feb. 12..	—	1,500 0..	1938
42	Dakunu Talangama	.. do. ..	1,000..	5	1918. .. May 23..	666 72..	333 28..	1931
159	Do.	.. do. ..	1,500..	5	1923. .. Aug. 6..	450 0..	1,050 0..	1934
233	Do.	.. do. ..	7,000..	5	1925. .. Oct. 15..	—	7,000 0..	1936
287	Dedigama	.. do. ..	1,000..	5	1926. .. Oct. 12..	—	1,000 0..	1937
73	Deniyaya	.. do. ..	2,000..	5	1920. .. June 19..	1,200 0..	800 0..	1931
190	Dunudambuwewa	.. do. ..	2,000..	5	1925. .. Jan. 12..	200 0..	1,800 0..	1938
260	Eravur Elahi	.. do. ..	2,000..	5	1926. .. April 15..	—	2,000 0..	1932
261	Eravur Inshala	.. do. ..	2,000..	5	1926. .. April 16..	—	2,000 0..	1932
275	Etakada-Etaweeragollewa	.. do. ..	2,000..	5	1925. .. July 20..	—	2,000 0..	1937
98	Godakawela	.. do. ..	1,000..	5	1921. .. April 27..	500 0..	500 0..	1932
234	Galkadawela	.. do. ..	1,000..	5	1925. .. Oct. 15..	—	1,000 0..	1936
243	Galkissa peruwa	.. do. ..	2,500..	5	1925. .. Dec. 17..	—	2,500 0..	1936
44	Haltota	.. do. ..	1,000..	5	1918. .. May 23..	800 0..	200 0..	1929
165	Hiripitiya	.. do. ..	1,000..	5	1923. .. Nov. 14..	200 0..	800 0..	1934
298	Iranamadu	.. do. ..	2,000..	5	1927. .. Jan. 27..	—	2,000 0..	1938
319	Do.	.. do. ..	3,000..	5	1927. .. July 18..	—	3,000 0..	1938
274	Islamiah	.. do. ..	3,000..	5	1926. .. July 16..	—	3,000 0..	1937
288	Jaffna Wesleyan Mission Agents	.. do. ..	3,000..	5	1925. .. Oct. 6..	—	3,000 0..	1937
297	Jaffna Church of England	.. do. ..	2,000..	5	1927. .. Jan. 27..	—	2,000 0..	1938
78	Kevitiyagala	.. do. ..	1,000..	5	1920. .. Oct. 25..	500 0..	500 0..	1931
302	Kaithady	.. do. ..	1,000..	5	1927. .. Feb. 17..	—	1,000 0..	1938
325	Kebitigollewa	.. do. ..	2,000..	5	1927. .. Sept. 17..	—	2,000 0..	1938
163	Kandy Sinhalese Young Men's Association	.. do. ..	3,000..	5	1923. .. Sept. 11..	600 0..	2,400 0..	1934
186	Kendewa	.. do. ..	1,000..	5	1924. .. Nov. 26..	100 0..	900 0..	1935
201	Karayoore-Carmel	.. do. ..	2,000..	5	1925. .. May 15..	200 0..	1,800 0..	1936
222	Karunkoditivu Muslim	.. do. ..	2,000..	5	1925. .. Sept. 1..	400 0..	1,600 0..	1931
223	Kaluthavalai	.. do. ..	1,000..	5	1925. .. do. ..	200 0..	800 0..	1931
294	Kuchchaveli	.. do. ..	500..	5	1927. .. Jan. 5..	—	500 0..	1938

Ledger Folio.	To what Public Body or Person.	For what Purpose.	Original Loan.			Repaid to Sept. 30, 1927.	Balance Outstanding on Sept. 30, 1927.	Date when Loan will be extinguished.		
			Amount.	Rate of Interest per Cent. per Annum.	When made.					
			Rs.			Rs.	c.	Rs.	c.	
<i>Co-operative Societies—contd.</i>										
250	Kaluthavala	.. Agricultural purposes	1,000..	5	.. Mar. 1.. 1926.	—	..	1,000	0..	1932
230	Kaluwamodara	.. do.	1,000..	5	.. Oct. 9.. 1925.	—	..	1,000	0..	1936
244	Kotmalie	.. do.	2,000..	5	.. Dec. 17.. 1926.	—	..	2,000	0..	1936
253	Kengalla	.. do.	2,000..	5	.. Mar. 16.. 1927.	—	..	2,000	0..	1937
317	Kantalai	.. do.	3,225..	5	.. June 20.. 1924.	—	..	3,225	0..	1938
177	Matara	.. do.	1,000..	5	.. Aug. 18.. 1920.	200	0..	800	0..	1935
70	Matara District Wesleyan Methodist Church Workers'	.. do.	1,000..	5	.. Jan. 22.. 1922.	600	0..	400	0..	1931
115	Matale East	.. do.	500..	5	.. Jan. 16.. 1924.	200	0..	300	0..	1933
136	Mahagama	.. do.	500..	5	.. Oct. 4.. 1924.	300	0..	200	0..	1928
142	Mahanuwara-Janopakari	.. do.	1,000..	5	.. Dec. 7.. 1924.	300	0..	700	0..	1933
170	Morawaka	.. do.	650..	5	.. Feb. 21.. 1925.	130	0..	520	0..	1935
185	Mantai North and South	.. do.	2,000..	5	.. Nov. 26.. 1925.	200	0..	1,800	0..	1935
193	Magam pattu	.. do.	1,000..	5	.. Feb. 21.. 1925.	100	0..	900	0..	1936
221	Mandoor	.. do.	2,000..	5	.. Sept. 1.. 1926.	400	0..	1,600	0..	1931
231	Munaikaddu	.. do.	2,000..	5	.. Oct. 9.. 1926.	400	0..	1,600	0..	1931
239	Mahagalboda-Meegoda-Dakunn korale	.. do.	500..	5	.. Nov. 11.. 1926.	—	..	500	0..	1936
247	Mullaittivu	.. do.	1,000..	5	.. Dec. 17.. 1926.	—	..	1,000	0..	1936
257	Mandaitivu	.. do.	1,000..	5	.. Mar. 26.. 1927.	—	..	1,000	0..	1937
306	Do.	.. do.	1,000..	5	.. Mar. 19.. 1926.	—	..	1,000	0..	1938
288	Muttur	.. do.	2,000..	5	.. Oct. 23.. 1927.	—	..	2,000	0..	1937
330	Murunkan	.. do.	1,500..	5	.. Sept. 23.. 1917.	—	..	1,500	0..	1938
35	Nanaddan East	.. do.	500..	5	.. Aug. 30.. 1926.	450	0..	50	0..	1928
283	Negombo	.. do.	10,000..	5	.. Sept. 8.. 1927.	1,000	0..	9,000	0..	1937
323	Nelukkalam	.. do.	500..	5	.. Sept. 1.. 1925.	—	..	500	0..	1938
307	Neervely	.. do.	1,000..	5	.. Mar. 19.. 1925.	—	..	1,000	0..	1938
210	Nindoor Muslim Kathiriya	.. do.	2,000..	5	.. June 2.. 1926.	400	0..	1,600	0..	1931
229	Nindoor Tamil	.. do.	2,000..	5	.. Oct. 9.. 1926.	—	..	2,000	0..	1931
251	Nindoor Muslim	.. do.	5,000..	5	.. Mar. 4.. 1925.	—	..	5,000	0..	1932
209	Oluvil Muslim	.. do.	2,000..	5	.. June 2.. 1917.	400	0..	1,600	0..	1931
30	Pandatarippu	.. do.	1,000..	5	.. April 17.. 1923.	900	0..	100	0..	1928
161	Do.	.. do.	5,000..	5	.. Aug. 7.. 1921.	1,500	0..	3,500	0..	1934
97	Padukka	.. do.	1,000..	5	.. April 27.. 1925.	500	0..	500	0..	1932
218	Do.	.. do.	2,000..	5	.. Aug. 3.. 1925.	200	0..	1,800	0..	1936
211	Palamunai Muslim	.. do.	2,000..	5	.. June 2.. 1925.	400	0..	1,600	0..	1931
245	Pesalai	.. do.	2,000..	5	.. Dec. 17.. 1927.	—	..	2,000	0..	1936
246	Pandiruppu	.. do.	2,000..	5	.. do. 1927.	—	..	2,000	0..	1931
327	Paddaiohchi Puliyankulam	.. do.	500..	5	.. Sept. 21.. 1925.	—	..	500	0..	1938
321	Ratmalagahawewa	.. do.	1,000..	5	.. Aug. 22.. 1925.	—	..	1,000	0..	1938
242	Seeduwa	.. do.	1,500..	5	.. Dec. 17.. 1926.	150	0..	1,350	0..	1936
282	Sampaltivu	.. do.	2,000..	5	.. Aug. 19.. 1927.	—	..	2,000	0..	1937
285	Sinna Kinyai	.. do.	2,000..	5	.. Sept. 28.. 1927.	—	..	2,000	0..	1937
328	Do.	.. do.	1,000..	5	.. Sept. 21.. 1926.	—	..	1,000	0..	1938
289	Sampur	.. do.	2,000..	5	.. Oct. 23.. 1927.	—	..	2,000	0..	1937
311	Sorampattu Masar	.. do.	800..	5	.. May 4.. 1927.	—	..	800	0..	1938

Ledger Folio.	To what Public Body or Person.	For what Purpose.	Original Loan.			Repaid to Sept. 30, 1927.	Balance Outstanding on Sept. 30, 1927.	Date when Loan will be extinguished.
			Amount.	Rate of Interest per Cent. Annun.	When made.			
			Rs.			Rs. c.	Rs. c.	
<i>Co-operative Societies—contd.</i>								
65	Tellippallai	.. Agricultural purposes	1,000..	5	.. May 29..	700 0..	300 0..	1930
169	Do.	.. do.	1,000..	5	.. Feb. 21..	200 0..	800 0..	1935
240	Do.	.. do.	1,000..	5	.. Dec. 17..	—	1,000 0..	1936
67	Tholpuram Moolai	.. do.	1,500..	5	.. Nov. 1..	1,050 0..	450 0..	1930
141	Do.	.. do.	2,335..	5	.. Dec. 7..	700 50..	1,634 50..	1933
91	Trincomalee District	.. do.	2,250..	5	.. Nov. 26..	1,125 0..	1,125 0..	1931
121	Do.	.. do.	4,000..	5	.. May 31..	1,600 0..	2,400 0..	1933
140	Do.	.. do.	2,325..	5	.. Dec. 2..	697 50..	1,627 50..	1933
157	Do.	.. do.	5,000..	5	.. July 14..	1,500 0..	3,500 0..	1934
166	Tamuttegama	.. do.	2,000..	5	.. Nov. 28..	600 0..	1,400 0..	1934
326	Thandikulam	.. do.	375..	5	.. Sept. 21..	—	375 0..	1938
192	Tirunelveli	.. do.	1,000..	5	.. Feb. 13..	100 0..	900 0..	1936
248	Do.	.. do.	1,000..	5	.. Jan. 20..	—	1,000 0..	1937
338	Taranagollewa-Pihimbiya-gollewa	.. do.	2,000..	5	.. Nov. 9..	—	2,000 0..	1936
270	Tirukovil	.. do.	3,000..	5	.. Jan. 29..	—	3,000 0..	1932
273	Tammanewa	.. do.	2,000..	5	.. July 14..	—	2,000 0..	1937
279	Talaимannar	.. do.	1,000..	5	.. Aug. 4..	—	1,000 0..	1937
295	Do.	.. do.	1,000..	5	.. Jan. 13..	—	1,000 0..	1938
290	Toppur	.. do.	2,000..	5	.. Oct. 23..	—	2,000 0..	1937
315	Telekada Palata	.. do.	1,000..	5	.. June 2..	—	1,000 0..	1938
75	Udupiddi	.. do.	1,000..	5	.. July 20..	600 0..	400 0..	1931
300	Do.	.. do.	500..	5	.. Feb. 12..	—	500 0..	1938
77	Udugaha Meda Depattu	.. do.	1,000..	5	.. Oct. 16..	500 0..	500 0..	1931
200	Do.	.. do.	1,000..	5	.. May 15..	100 0..	900 0..	1936
151	Udugoda Pallesiya	.. do.	500..	5	.. Mar. 5..	150 0..	350 0..	1934
303	Udugoda Udasiyapattu	.. do.	200..	5	.. Feb. 17..	—	200 0..	1938
96	Vavuniya South	.. do.	390..	5	.. April 27..	195 0..	195 0..	1932
265	Vavuniya South Sinhalese division	.. do.	1,500..	5	.. April 24..	—	1,500 0..	1937
237	Vavuniya Church Mission	.. do.	500..	5	.. Nov. 9..	—	500 0..	1936
280	Do.	.. do.	500..	5	.. Aug. 6..	—	500 0..	1937
320	Do.	.. do.	1,000..	5	.. Sept. 23..	—	1,000 0..	1938
284	Vavuniya South Tamil division	.. do.	500..	5	.. Sept. 28..	—	500 0..	1937
191	Valvettiturai	.. do.	2,000..	5	.. Feb. 13..	200 0..	1,800 0..	1936
235	Vantaramoolai	.. do.	2,000..	5	.. Sept. 21..	400 0..	1,600 0..	1931
154	Welitara-Koogoda	.. do.	1,000..	5	.. Nov. 26..	800 0..	200 0..	1935
219	Wariyapola	.. do.	1,500..	5	.. Aug. 3..	150 0..	1,350 0..	1936
241	Walapane-oya palata	.. do.	1,000..	5	.. Dec. 17..	—	1,000 0..	1936
267	Do.	.. do.	500..	5	.. May 17..	—	500 0..	1937
309	Warapitiya	.. do.	1,000..	5	.. May 2..	—	1,000 0..	1938
94	Yatiyana	.. do.	700..	5	.. Feb. 1..	350 0..	350 0..	1932

Ledger Folio.	To what Public Body or Person.	For what Purpose.	Original Loan.			Repaid to Sept. 30, 1927.	Balance Outstanding on Sept. 30, 1927.	Date when Loan will be extinguished.
			Amount.	Rate of Interest per Cent. per Annum.	When made.			
	<i>Government Servants.</i>							
133	W. D. Abeygunawardene	Building a house	6,000	5	Various dates	999 90	5,000	10.1937
314	N. W. Amaradiwakara	do.	4,000	5	do.	—	4,000	0.1945
308	A. Atukorale	do.	10,000	5	do.	—	10,000	0.1943
135	F. H. P. Bartholomeusz	do.	7,000	5	do.	2,400	4,600	0.1937
269	A. A. Chellappah	do.	10,000	5	do.	—	10,000	0.1944
110	H. W. de Zoysa	do.	6,000	5	do.	1,640	4,360	0.1937
268	P. V. de Zilva	do.	10,000	5	do.	—	10,000	0.1942
286	E. de Alwis	do.	1,250	5	Oct. 1927.	—	1,250	0.1939
313	G. R. de Soyza	do.	2,500	5	May 18	—	2,500	0.1943
68	P. M. A. Fernando	do.	4,600	5	Various dates	1,500	3,100	0.1934
113	J. M. O. Felsingar	do.	6,000	5	do.	1,075	4,925	0.1937
299	W. J. V. Fernando	do.	10,500	5	do.	—	10,500	0.1945
116	J. Gajanayake	do.	5,000	5	do.	1,319 36	3,680	64.1937
296	E. V. Goonesekere	do.	4,500	5	do.	—	4,500	0.1946
312	D. L. Jayatilleke	do.	2,500	5	May 18	—	2,500	0.1943
202	A. Muthuoumarasamy	do.	7,000	5	Various dates	—	7,000	0.1939
259	A. P. Malalasekera	do.	8,000	5	do.	—	8,000	0.1945
154	F. P. S. Pereira	do.	7,000	5	do.	1 248 18	5,751	82.1939
187	V. E. A. Poulier	do.	7,000	5	do.	1,574 9	5,425	9.1937
217	G. W. Perera	do.	11,000	5	do.	—	11,000	0.1942
324	Joseph Perera	do.	2,000	5	Sept. 1924.	—	2,000	0.1943
175	P. D. Ratnatunga	do.	7,500	5	June 28	1,197 84	6,302	16.1937
123	N. J. Samarasekera	do.	4,000	5	Various dates	2,100	1,900	0.1932
249	R. Senanayake	do.	8,000	5	do.	—	8,000	0.1941
162	G. L. van 'Twest	do.	7,000	5	do.	1,500	5,500	0.1938
199	D. A. J. Weerasooriya	do.	7,500	5	do.	—	7,500	0.1937
214	E. Wijesekera	do.	5,500	5	do.	—	5,500	0.1935
263	A. P. Weerasinghe	do.	6,000	5	do.	—	6,000	0.1933
			2,725,260			594,093	6,213,166 94	

The Treasury,
Colombo, February 7, 1928.

W. W. WOODS,
Chairman, Local Loans and Development Fund.

I hereby certify that this account has been duly audited under my direction and is correct:

Audit Office,
Colombo, February 23, 1928.

F. G. MORLEY,
Colonial Auditor.

NOTICES CALLING FOR TENDERS.

TENDERS are invited for the supply of meals to Government Officers in Torrington Square. Applications will be received up to 12 noon on April 20, 1928. Further particulars can be obtained on application to the Director of Statistics, Colombo.

E. H. DAVIES,
Colombo, March 22, 1928. Acting Director of Statistics.

TENDERS are hereby invited for the supply of country half-round tiles and country ridge tiles delivered at Dematagoda Railway Store or elsewhere within the Gravets of Colombo, as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1928, to September 30, 1929.

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

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

4. Tenders should be marked "Tender for Half-round Tiles to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 1, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Railway Storekeeper, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 25 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, and a receipt produced for the same before any form of tender is issued.

7. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included on the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

8. Each tender must contain an undertaking to supply ties up to the standard of sample, six of which must be deposited with the Railway Storekeeper, Maradana, before the date on which the tenders are due. No tender will be considered if the samples are not so deposited.

9. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

10. The security should be furnished within ten days of acceptance of tender being notified.

11. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.

12. Any offers received containing conditions outside the specification will be rejected without question.

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

14. Fines will be inflicted for delays in complying with orders.

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

16. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence, if called for.

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

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

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

20. 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.

21. 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 General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

General Manager's Office,
Colombo, March 26, 1928.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for the supply of the under-mentioned materials to be delivered at Dematagoda (Lazeretto) Store or elsewhere within the Gravets of Colombo, as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1928, to September 30, 1929, viz. :—

Lime, slaked
Lime, boiled

Clay, white
Coral stones

2. Slake lime must be of good quality, well burnt, and sifted free from particles of stone or other extraneous matter. It must be delivered in a bushel measure filled with a shovel, mamoty, or basket, the lime being dropped from a height of at least 12 inches above the measure. Each bushel of lime must weigh 42 lb., exclusive of the tare of basket or other receptacle in which it is weighed.

Boiled lime must be of the best quality, each bushel to weigh 92 lb., exclusive of tare of receptacle in which weighed.

White clay must weigh 83 lb. to the bushel, exclusive of tare of receptacle in which weighed.

Coral stones must weigh 65 lb. to the bushel, exclusive of tare of receptacle in which weighed.

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

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

5. Tenders should be marked "Tender for Lime, Railway Department," in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 1, 1928.

6. The tenders are to be made upon forms which will be supplied upon application at the Office of the Railway Storekeeper, and no tender will be considered unless it is on the recognized form.

7. Precise requirements cannot be given, but tenderers should be prepared to supply approximately the following average quantities, if required :—

Slaked lime, 3,000 bushels per week.

Boiled lime, 1,000 bushels per week.

White clay, 100 bushels per week.

Coral stones, 5 tons per week.

8. A deposit of Rs. 50 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, and a receipt produced for the same before any form of tender is issued.

9. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included on the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

10. The amount of security required will be Rs. 200. All other necessary information can be ascertained upon application at the office referred to in section 6.

11. The security should be furnished within ten days of acceptance of tender being notified.

12. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.

13. Any offers received containing conditions outside the specification will be rejected without question.

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

15. Fines will be inflicted for delays in complying with orders.

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

17. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence, if called for.

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

19. 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.

20. No passes on the railway will be granted to the contractor or his representative in connection with this service.

21. 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 General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

22. Contractors consigning lime by rail, at any station south of Colombo, to the Railway Storekeeper at the Dematagoda Store, will be required to prepay the freight

which will be calculated as to Kelaniya, and a certificate must be given by the sender on the consignment note as follows :—

"I certify that the lime consigned hereby is for the Railway Storekeeper, Lazeretto Store, Dematagoda, in terms of my contract with the General Manager for the year ending September 30, 1929."

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

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

General Manager's Office,
Colombo, March 26, 1928.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for the supply of bricks to the Lower and Central Districts of the Railway from persons willing to contract from October 1, 1928, to September 30, 1929, to be delivered at any place within the Gravets of Colombo, as required by the Railway Department, and to be as per under-mentioned specifications, viz. :—

Standard Bricks.—To be the best stock bricks, 8½ in. by 4½ in. by 2½ in. ; sound, clean cut, hard, and well burned, of uniform size and shape.

The following is a *pro forma* estimate of the requirements for the financial year 1928-29 :—

Standard bricks as above 4,000,000 to be delivered at the rate of 75,000 per week, if on order.

The Department does not in any way guarantee that the number shown as required is even an approximate estimate, and tenderers must take all risks of total quantity actually required and the quantity of orders they may receive.

Each tender must specify the rate per 1,000, and contain an undertaking to supply bricks up to the standard of sample, six of which must be deposited with the Railway Storekeeper, Maradana, before the date on which the tenders are due. No tender will be considered if the samples are not so deposited.

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

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

4. Tenders should be marked "Tender for the Supply of Bricks to the Lower and Central District of the Railway" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 1, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Railway Storekeeper, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 50 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, and a receipt produced for the same before any form of tender is issued.

7. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included on the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

8. The amount of security required will be Rs. 2,000. All other necessary information can be ascertained upon application at the office referred to in section 5.

9. The security should be furnished within ten days of acceptance of tender being notified.

10. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.

11. Any offers received containing conditions outside the specification will be rejected without question.

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

13. Fines will be inflicted for delays in complying with orders.

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

15. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him, that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence, if called for.

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

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

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

19. 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.

20. 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 General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

General Manager's Office,
Colombo, March 26, 1928.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for the supply of cadjans and bamboos, to be delivered at Dematagoda Railway Store or elsewhere within the Gravets of Colombo, as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1928, to September 30, 1929, viz. :—

Cadjans, best, each not less than 6 feet long.

Bamboos, large, straight, well seasoned, and free from defects, each 30 feet long, not less than 3½ in. diameter at the butt.

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

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

4. Tenders should be marked "Tender for Cadjans and Bamboos to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 1, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Railway Storekeeper, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 15 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, and a receipt produced for the same before any form of tender is issued.

7. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten

days of receiving notice in writing from the Head of the Department or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

8. If required samples must be deposited at the Railway Stores.

9. The amount of security required will be Rs. 100. All other necessary information can be ascertained upon application at the office referred to in section 5.

10. The security should be furnished within ten days of acceptance of tender being notified.

11. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.

12. Any offer received containing conditions outside the specification will be rejected without question.

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

14. Fines will be inflicted for delays in complying with orders.

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

16. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or person delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

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

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

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

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

21. 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 General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

General Manager's Office,
Colombo, March 6 1928.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for the supply of the under-mentioned tiles, to be delivered at Dema'agoda Railway Store or elsewhere within the Gravets of Colombo, as may be required for the use of the Railway Department, from persons willing to contract from October 1, 1928, to September 30, 1929, viz.:

South Indian, flat whole, flat half, ridge, single and double ventilator tiles of best quality.

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

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

4. Tenders should be marked "Tender for South Indian Tiles to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 1, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Railway Storekeeper, and no tender will be considered unless it is on the recognized form.

6. A deposit of Rs. 25 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, and a receipt produced for the same before any form of tender is issued.

7. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

8. Samples must be deposited with the Railway Storekeeper before the dates on which the tenders are due. No tenders will be considered if the samples are not so deposited.

9. The amount of security required will be Rs. 1,000. All other necessary information can be ascertained upon application at the office referred to in section 5.

10. The security should be furnished within ten days of acceptance of tender being notified.

11. Alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders may be treated as informal and rejected.

12. Any offers received containing conditions outside the specification will be rejected without question.

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

14. Fines will be inflicted for delays in complying with orders.

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

16. Before tender forms are supplied to persons wishing to tender, they will have to satisfy the General Manager or persons delegated by him that they are in a position to execute the contract in a satisfactory manner, and for this purpose they must be prepared to produce documentary or other evidence if called for.

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

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

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

20. 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.

21. 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 General Manager, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

General Manager's Office,
Colombo, March 26, 1928.

T. E. DUTTON,
General Manager.

SEPARATE schedules of rates are hereby invited for erecting the following clerks' quarters at Tangalla:—

- (a) One senior clerk's quarters, type No. 7.
- (b) One junior clerk's quarters, type No. 6.

2. Each of the works to be undertaken on an agreement to be entered into by the District Engineer, Hambantota, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Provincial Engineer, Southern Province, Galle.

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

4. Schedules of rates must be submitted on forms to be obtained from the office of the District Engineer, Hambantota, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Hambantota, endorsed on the outside "Schedule of Rates for Erecting Clerks' Quarters at Tangalla," so as to reach the offices of the foregoing officers on or before 12 noon on April 24, 1928.

5. All alterations made in the quotations should bear the initials of the tenderer.

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. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Hambantota, on or before a date to be agreed upon. Each tender must show the length of time required to complete the work.

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

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, March 28, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for the New Agricultural Station, Labuduwa, Galle.

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

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

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Galle, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Galle, endorsed on the outside "Schedule of Rates for New Agricultural Station, Labuduwa, Galle," so as to reach the offices of the foregoing officers on or before 12 noon on April 24, 1928.

5. All alterations made in the quotations should bear the initials of the tenderer.

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. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Galle, on or before a date to be agreed upon. Each tender must show the length of time required to complete the work.

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

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

Public Works Office, E. W. BARTHOLOMEW,
Colombo, March 28, 1928. for Director of Public Works.

SCHEDULES of rates are hereby invited for all works in connection with the construction of Tide Waiters' quarters, Valluvettiturai.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Jaffna, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Northern Province, Jaffna, and the duplicate addressed to the District Engineer, Jaffna, endorsed on the outside "Schedule of Rates for Constructing Tide Waiters' Quarters, Valluvettiturai," so as to reach the offices of the foregoing officers on or before 12 noon on April 16, 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. All alterations made in the quotations should bear the initials of the tenderer.

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

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

R. G. BARTHOLOMEW,
for Director of Public Works.

Public Works Office.
Colombo, March 28, 1928.

SCHEDULES of rates are hereby invited for building quarters for Assistant Postmaster, Passara.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Passara, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Province of Uva, Badulla, and the duplicate addressed to the District Engineer, Passara, endorsed on the outside "Schedule of Rates for Building Quarters for Assistant Postmaster, Passara," so as to reach the offices of the foregoing officers on or before 12 noon on April 21, 1928. The following imported materials will be supplied by Government:—Cement, Calicut files, galvanized iron, door and window fittings, sink, C. I. ventilators, buckets, paint, gutters and down pipes, glass, putty, water fittings, reinforcement for posts. The rates quoted by the contractor should be omitting the value of the above-mentioned materials supplied by Government.

5. All alterations made in the quotations should bear the initials of the tenderer.

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

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

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

Public Works Office.
Colombo, March 28, 1928.

SCHEDULES of rates are hereby invited for constructing a waiting room for suitors, District Court, Kegalla, in Kegalla District.

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

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

4. Schedule of rates must be submitted in duplicate on forms to be obtained from the office of the District Engineer, Kegalla. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Kegalla, endorsed on the outside "Schedule of Rates for Constructing a Waiting Room for Suitors, District Court, Kegalla," so as to reach the offices of the foregoing officers on or before 12 noon on Wednesday, April 11, 1928.

5. All alterations made in the quotations should bear the initials of the tenderer.

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

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

8. The accepted tenderer will be required to complete and hand over the work to the District Engineer, Kegalla, on a date to be agreed upon.

9. No contract shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Province of Sabaragamuwa, Ratnapura, 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,
Public Works Office,
Colombo, March 28, 1928.

TENDERS are hereby invited for the services named in the schedule hereunder for the period of one or two or three years commencing from October 1, 1928.

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

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

4. Tenders should be marked "Tender for Diets, — Hospital," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on May 22, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Office of the Director of Medical and Sanitary Services, and no tender will be considered unless it is on the recognized form. Alterations must be initialed, otherwise the tenders may be treated as informal and rejected.

6. A cash deposit according to the schedule hereunder will be required to be made at any Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond after he has tendered, or fail to furnish the approved security within ten days of receiving notice in writing of the acceptance of the tender, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature to the contract. No deposits for tender forms will be accepted at the Office of the Director of Medical and Sanitary Services.

7. If required, samples must be deposited.
8. The successful tenderer will be required to furnish cash security according to the schedule hereunder, and to sign the bond given in the tender for the due fulfilment of the contract; also to furnish with each tender a letter in duplicate signed by two responsible persons, whose addresses must be given, engaging to become an additional security for the due performance of the contract. The amount deposited for tender forms will form part of the security.

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

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

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

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

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

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

J. F. E. BRIDGER,

Director of Medical and Sanitary Services.

Colombo, March 27, 1928.

SCHEDULE REFERRED TO.

Service.	Tender	
	Deposit.	Security.
	Rs.	Rs.
Supply of cooked provisions with milk to the following institutions :—		
Alutnuwara hospital ..	200	400
Buttala hospital ..	200	400
Koslanda hospital ..	300	600
Medagama hospital ..	200	400
Moneragala hospital ..	200	400
Batticaloa hospital ..	200	400
Kalmunai hospital ..	150	300
Mahaoya hospital ..	100	200
Supply of cooked provisions without milk to the following institutions :—		
Badulla hospital ..	400	800
Haputale hospital ..	250	500
Lunugala hospital ..	200	400
Passara hospital ..	300	600
Supply of uncooked provisions with milk to the following institutions :—		
Mantivu Leper Asylum ..	500	1,000
Trincomalee hospital ..	100	200

SEALED tenders marked on the envelopes "Tender for Deepening Brine Channels for the Manufacture of Salt in the Eastern and Western Salterns at Puttalam" will be received by the Assistant Government Agent of Puttalam up to 12 noon on April 16, 1928.

Tenderers are requested to observe the following conditions :—

(a) Tenderers should state rate per fathom of channel to be deepened.

- (b) Money deposit of Rs. 50 to be made in any Kachcheri before April 16, 1928, to be forfeited if the tenderer fails, on his tender being accepted to enter into a contract within a reasonable time.
- (c) Duplicate of tender to be forwarded by post to the Hon. the Controller of Revenue at the time at which the tenderer forwards the original to the Assistant Government Agent, Puttalam.
- (d) Tenderer to name an address in Puttalam for delivery of any notices.
- (e) 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 Assistant Government Agent, Puttalam, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.
- (f) Work to be completed within one month.

For further particulars apply to the Salt Superintendent, Puttalam.

The Kachcheri,

A. R. HALLOCK,

Puttalam, March 24, 1928. Assistant Government Agent.

SCHEDULE of rates are hereby invited for building a brick and Calicut tiled school building to accommodate 125 children and teacher's quarters (two rooms and kitchen with front verandah) at Andiyagala, in Anuradhapura District, North-Central Province.

2. The whole of the work to be undertaken on agreements to be entered into monthly by the Chairman, Rural Education District Committee, and the contractor on the basis of his accepted tendered schedule of rates.

3. The plans, specification, bill of quantities, and form of agreement can be seen, and all other information obtained from the office of the Chairman, Rural Education District Committee at the Kachcheri, Anuradhapura, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedules of rates must be submitted on forms to be obtained from the Kachcheri, Anuradhapura, duly signed and dated by the Chairman, Rural Education District Committee, and forwarded in securely sealed envelopes to the Chairman on or before April 15, 1928.

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

6. The accepted tenderer will be required to complete and hand over the works to the Superintendent of Minor Roads, Anuradhapura, on or before a date to be agreed upon.

7. The Chairman, Rural Education District Committee, does not bind himself 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.

The Kachcheri,
Anuradhapura, March 17, 1928.

E. T. DYSON,
Chairman.

TENDERS are hereby invited for the survey of Nugegoda-Piliyandela road (8½ mile to 12¼ mile).

2. All tenders must be in duplicate, the original being forwarded to the Provincial Engineer, Western Province (North), Colombo, and the duplicate direct to the District Engineer, Colombo.

3. Tenders must be marked "Tender for the Survey of Nugegoda-Piliyandela Road" in the left hand top corner of the envelope, and should reach the Office of the Provincial Engineer, Western Province (North), Colombo, and the District Engineer, Colombo, not later than midday on April 14, 1928.

4. Tenders should either be deposited in the tender box in the Office of the Provincial Engineer, Western Province (North), Colombo, or be sent to him through the post.

5. Tenders must be on forms which may be obtained at the Office of the District Engineer, Colombo, and no

tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in the tenders should bear the initials of the tenderer, and all tenders containing alterations not so initialed will be treated as informal and rejected.

6. Plans and specifications may be seen, and further information obtained on application, at the Office of the District Engineer, Colombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

7. The work to be completed on or before July 30, 1928.

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

either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Provincial Engineer, Western Province (North), Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

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

Public Works Office,
Colombo, March 20, 1928.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following unserviceable articles will be sold by public auction at the Government Printing Office premises on Monday, April 16, 1928, at 3 P.M. :—

- 1 treadle perforating machine.
- 1 treadle paging machine, without figure-wheels.
- 1 treadle quadruplicate paging machine, with four 5-figure wheel boxes.
- 1 gumming machine.

Government Printing Office,
Colombo, March 24, 1928.

H. ROSS COTTLE,
Government Printer.

THE following unserviceable articles will be sold by public auction at the Monazite Works, Kaikawela, Induruwa, on Tuesday morning, April 10, 1928, at 11 A.M. :—

- | | |
|---------------------------|----------------------------|
| 4 barges | 1 lot bamboos |
| 1 handcart | 1 lot timber |
| 2 large and 2 small casks | 1 lot iron bars and sheets |
| 1 mineral separator | 1 lot ridging |
| 1 log-washer | 1 lot bricks about 2,600 |
| 2 canoes | 1 lot firebricks about 100 |
| 3 drums | Engine oil, 5 gallons |

J. S. COATES,
Government Mineralogist.

Office of the Government Mineralogist,
Colombo, March 28, 1928.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended March 24, 1928.

Births.—The total births registered in the city of Colombo in the week were 167 (3 Europeans, 6 Burghers, 110 Sinhalese, 16 Tamils, 26 Moors, 4 Malays, and 2 Others). The birth rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 33·2, as against 33·8 in the preceding week, 37·0 in the corresponding week of last year, and 32·6 the weekly average for last year.

Deaths.—The total deaths registered were 137 (1 European, 5 Burghers, 76 Sinhalese, 29 Tamils, 22 Moors, 2 Malays, and 2 Others). The death-rate per 1,000 per annum was 27·2, as against 28·4 in the previous week, 26·4 in the corresponding week of last year, and 27·6 the weekly average for last year.

Infantile Deaths.—Of the 137 total deaths, 22 were of infants under one year of age, as against 27 in the preceding week, 27 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 12.

Principal Causes of Deaths.—1. (a) Thirty deaths from *Pneumonia* were registered, 17 in Maradana hospitals (including 12 deaths of non-residents), 3 in New Bazaar, 2 each in Kotahena South and Maradana North, and 1 each in St. Paul's, San Sebastian, Maradana East, Maradana South, Kollupitiya, and Wellawatta North, as against 25 in the previous week and 19 the weekly average for last year.

(b) Ten deaths from *Influenza* were registered, 3 each in St. Paul's and Kotahena North, 2 in Maradana North, and 1 each in Kotahena South and Maradana hospital, as against 9 in the previous week and 6 the weekly average for last year.

(c) Two deaths from *Bronchitis* were registered, 1 in St. Paul's and the other in Kollupitiya, as against 4 in the previous week and 3 the weekly average for last year.

2. (a) Seventeen deaths from *Phthisis* were registered, 10 in Maradana hospitals (including 6 deaths of non-residents), 2 each in St. Paul's and Maradana North, and 1 each in Pettah, Maradana East, and Kollupitiya, as against 7 in the previous week and 11 the weekly average for last year.

(b) Four deaths of residents of Colombo Town occurred at the Anti-Tuberculosis Hospital, Ragama, during the week.

3. Three deaths from *Enteric Fever* were registered, 2 in Maradana hospitals of non-residents and 1 in San Sebastian, as against 2 in the previous week and 2 the weekly average for last year.

4. One death from *Confluent Smallpox* of a resident of Colombo Town occurred at the Infectious Disease Hospital, Angoda, during the week. No death from *Smallpox* was registered within the City, nor was any case reported.

5. Ten deaths from *Debility* were registered, 6 from *Diarrhoea*, 5 from *Enteritis*, 4 each from *Worms* and *Accidents*, 2 each from *Dysentery* and *Infantile Convulsions*, 1 each from *Tetanus* and *Puerperal Septicæmia*, and 40 from *Other Causes*.

6. Eighty-one cases of *Chickenpox*, 6 of *Enteric Fever*, and 2 of *Measles* were reported during the week, as against 89, 5, and nil, respectively, of the preceding week. No case of *Plague* was reported during the week, 3 cases were reported in the preceding week.

State of the Weather.—The mean temperature of air was 81·0°, against 80·5° in the preceding week and 81·6° in the corresponding week of the previous year. The mean atmospheric pressure was 29·918 in., against 29·937 in. in the preceding week and 29·889 in. in the corresponding week of the previous year. The total rainfall in the week was 0·15 in., against 2·50 in. in the preceding week, and 0·26 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, March 27, 1928.

P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF CONNEMARA ESTATE COMPANY, LIMITED.

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

- (16) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit any of the officials or employees or ex-officials or ex-employees of the Company or its predecessors in business or the dependents or connections of such persons and to grant pensions and allowances to such persons or their dependents, or connections and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general, or useful object and to make gifts and bonuses to persons in the employment of the Company.
- (17) To enter into any arrangements with any authorities, government, municipal, local, or otherwise that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (18) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on, or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with such shares or securities.
- (19) To form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to guarantee the payment of any debentures or other securities issued by any such company or companies, and to remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any shares, stock, debentures, debenture stock, or other securities of this or any such company, or in or about the formation or promotion of any such Company.
- (20) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon, the Federated Malay States, India, or elsewhere.
- (21) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, policies, stocks, shares, debentures, or book debts, or without any security at all.
- (22) To borrow or raise money for the purposes of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable, or perpetual, secured upon all or any part of the undertaking, revenue, rights, and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (23) Generally to purchase, take on lease, or in exchange, hire, or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (24) To cause or permit any debentures, debenture stock, bonds, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and re-borrow the moneys secured thereby or any part or parts thereof.
- (25) 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.
- (26) 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.
- (27) To make, draw, accept, endorse, negotiate, purchase, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (28) To sell, let, underlet, lease, underlease, exchange, surrender, transfer, deliver, charge, mortgage, dispose of, turn to account, abandon, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (29) 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.
- (30) 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.
- (31) 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.
- (32) 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.
- (33) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them or otherwise likely in any respect to be advantageous to the Company and in case of doubt as to what shall be so necessary, incidental, conducive, convenient, or advantageous as aforesaid, the decision of an Extraordinary General Meeting shall be conclusive.

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons, and a corporation, and that the word "company" except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated,

and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and 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 nowise limited or restricted by a reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 10,000 shares of One hundred Rupees (Rs. 100) 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.
C. E. HECTOR, by her attorney E. S. HECTOR, 16, Philpot lane, London	.. One
E. S. HECTOR, Donside, Nawalapitiya .. ..	.. One
A. V. SMETHURST, Somerset, Talawakele .. ..	.. One
CONSTANCE C. HECTOR, by her attorney E. S. HECTOR, 16, Philpot lane, London ..	One
F. R. SMETHURST, Somerset, Tawalakele	One
G. G. SMITH, Acland House, Colombo	One
R. M. WILLIAMSON, by his attorney E. S. HECTOR, Union row, Aberdeen, Scotland	One
Total number of shares taken ..	Seven

Witness to the above signatures, at Colombo, this 28th day of February, 1928:

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF CONNEMARA ESTATE COMPANY, LIMITED.

It is agreed as follows:—

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

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

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

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

INTERPRETATION.

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

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

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

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

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

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

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

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

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

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

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

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

Dividend.—"Dividend" includes bonus.

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

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

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

Month.—“Month” means a calendar month.

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

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

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

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

BUSINESS.

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

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

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

CAPITAL.

9. *Nominal Capital.*—The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 10,000 shares of One hundred Rupees (Rs. 100) 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 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.

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

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

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

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

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

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

17. *One of Joint-Holders other than a Firm may give Receipts; only one of Joint-Holders resident in Ceylon entitled to vote.*—Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share; but only one of such joint-holders shall be entitled to the right of voting and of appointing proxies and exercising the other rights and powers conferred on a solo 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 or of any Person under Article 40 not recognized.*—The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under Article 40 to become a Shareholder in respect of any share.

INCREASE OF CAPITAL.

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

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

23. *How carried into Effect.*—Subject to any direction to the contrary that may be given by the special resolution creating the increase of capital, all new shares may be dealt with as to issue and allotment as if they formed part of the original capital.

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

REDUCTION OF CAPITAL AND SUBDIVISION OR CONSOLIDATION OF SHARES.

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

SHARE CERTIFICATES.

26. *Certificates how issued.*—Every Shareholder shall be entitled to one certificate for all the shares registered in his name, or to several certificates, each for one or more of such shares. Every certificate shall specify the distinctive number of the shares 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 of them shall be sufficient delivery to all.

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

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

TRANSFER OF SHARES.

29. *Transfer of Shares.*—Subject to the restrictions of these Articles any Shareholder may transfer all or any of his shares by instrument in writing only as follows:—(1) A share may be transferred by a Shareholder or other person entitled to transfer to any Shareholder selected by the transferor; but, save as aforesaid, and as provided by sub-clause (5) or (7) of this Article, no share shall be transferred to a person who is not a Shareholder so long as any Shareholder is willing to purchase the same as hereinafter provided.

(2) Except where the transfer is made pursuant to sub-clause (1), (5), or (7) of this Article, the person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer such share. The transfer notice shall specify the sum he fixes as the price of the share (hereinafter called "the proposing transferor's price"), and shall constitute the Company his agent for the sale of the share to any Shareholder of the Company at such price. The transfer notice may include several shares, and in such case shall operate as if it were a separate notice in respect of each, and shall specify the denoting number of each share which the proposing transferor desires to sell. A transfer notice shall not be revocable except with the sanction of the Directors.

(3) If the Company shall within the space of ninety days after being served with such notice, find a Shareholder willing to purchase the share at the proposing transferor's price (hereinafter called "the purchasing Shareholder"), and give notice thereof to the proposing transferor, the latter shall be bound, upon payment of the said price, to transfer the share to the purchasing Shareholder.

(4) If in any case the proposing transferor, after having become bound as aforesaid makes default in transferring any share, the Company may receive the purchase money and shall thereupon cause the same 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 Company for the purchase money shall be a good discharge to the purchasing Shareholder, 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.

(5) If the Company shall not within the space of ninety days after being served with the transfer notice find a Shareholder willing to purchase all or any of the shares comprised therein, 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 ninety days, be at liberty, subject to Article 33, to sell and transfer the said shares, or such of them as have not been sold to a purchasing Shareholder, to any person but at a price not less than that specified by him in his transfer notice.

(6) The Company in General Meeting may make, and from time to time vary, rules as to the mode in which any shares specified in any transfer notice shall be offered to the Shareholders, and as to their rights in regard to the purchase thereof, and in particular may give any Shareholder, or class of Shareholders a preferential right to purchase the same. Until otherwise determined, all shares offered for sale shall be divided among the purchasing Shareholders in the proportions as nearly as possible in which they already hold shares in the Company: provided that no proposing purchaser shall be liable to take more shares than those he shall have offered to purchase, and any shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the purchasing Shareholders.

(7) Any share may be transferred by a Shareholder to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife, or husband of a Shareholder and any share of a deceased Shareholder may be transferred by his executors or administrators to any trustees under the will of any such deceased Shareholder, or to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow, or widower of such deceased Shareholder, to whom such deceased Shareholder may have bequeathed the same, either specially or as part of the residuary estate of such deceased Shareholder and shares standing in the name of the trustees of the will of any deceased Shareholder may be transferred to any beneficiary as aforesaid under the will, or upon any change of trustees, to the trustees for the time being of such will, and the restrictions in sub-clause (1) of this Article contained shall not apply to any transfer authorized by this sub-clause.

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

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

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

33. *Board may decline to register Transfers.*—The Board may, at their own absolute and uncontrolled discretion, decline to register any transfer of shares by a Shareholder who is indebted to the Company, or upon whose shares the Company has a lien or otherwise; or to any person not approved by them, but the latter restriction shall not apply where the proposed transferee is already a Shareholder nor to a transfer made pursuant to Article 29 (7) hereof.

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

35. *Registration of Transfer.*—Every instrument of transfer must be left at the office of the Company to be registered accompanied by such evidence as the Directors may reasonably require to prove the title of the transferor, and a fee of Rs. 2·50 or such other sum as the Directors shall from time to time determine, must be paid; and thereupon the Directors subject to the powers vested in them by Articles 33, 34, and 36, shall register the transferee as a Shareholder and retain the instrument of transfer.

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

42. *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.

43. *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.

44. *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.

45. *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.

46. *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.

47. *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.

48. *Certificates 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.

49. *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 46 hereof, shall be redeemable after sale or disposal.

50. *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.

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

52. *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 51 has arisen, and is exercisable by the Company under these presents, shall be conclusive evidence of the fact therein stated.

53. *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.

54. *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.

55. *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 of 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.

56. *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.

57. *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.

58. *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 128.

59. *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.

60. *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.

61. *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.

62. *Power to Borrow.*—The Directors shall have power to procure from time to time, in the usual course of business, such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting,

maintaining, improving, or extending buildings, machinery, or plantations or otherwise. Also from time to time, at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, at such rate of interest and on such terms as the Directors think fit, but so that the amount at any one time owing in respect of principal moneys so borrowed or raised shall not, without the sanction of a General Meeting, exceed the sum of Fifty thousand Rupees (Rs. 50,000). 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, in pursuance of the powers hereinbefore contained, create and issue any mortgages, debentures, mortgage debentures, debenture stock, bonds or obligations of the Company, charged upon all or any part of the undertaking, revenue property, and rights or assets of the Company (both present and future), including uncalled capital or unpaid calls, or give, accept, or endorse on behalf of the Company any promissory notes or bills of exchange. Provided that before the Directors execute any mortgage issue any debentures or create any debenture stock they shall obtain the sanction thereto of the Company in General Meeting, whether Ordinary or Extraordinary, notice of the intention to obtain such sanction at such meeting having been duly given. Any such securities may be issued either at par or at a premium or discount, and may from time to time be cancelled or discharged, varied, or exchanged as the Directors may think fit, and may contain any special privileges as to redemption, surrender, drawings, allotment of shares, or otherwise. Every debenture or other instrument issued by the Company for securing the payment of money may be so framed that the moneys thereby secured shall be assignable free from any equities between the Company and the person to whom the same may be issued. A declaration under the Company's seal contained in or endorsed upon any of the documents mentioned in this Article and subscribed by two or more of the Directors, or by one Director and the agents or secretaries, to the effect that the Directors have power to borrow the amount which such document may represent, shall be conclusive evidence thereof in all questions between the Company and its creditors, and no such document containing such declaration shall as regards the creditor, be void on the ground of its being granted in excess of the aforesaid borrowing power, unless it shall be proved that such creditor was aware that it was so granted.

MEETINGS.

63. *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.

64. *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.

65. *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.

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

- (1) Any requisition so made shall express the object of the meeting proposed to be called, shall be addressed to the Directors, and deposited at the office and may consist of several documents in like form each signed by one or more of the requisitionists. Upon the receipt of such requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting, to be held at such time and place as they shall determine. If they do not proceed to convene the same within seven days from the deposit of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such place and at such time as the requisitionists convening the meeting may themselves fix, but any meeting so convened shall not be held after 3 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.

67. 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 66 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.

68. *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.

69. *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 share or shares of such particular class they shall not be entitled to attend or vote.

70. *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.

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

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

73. *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.

74. *If a Quorum not present, Meeting to be dissolved or adjourned.*—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.

75. *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.

76. *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.

77. *Chairman with Consent may adjourn Meetings.*—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.

78. *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.

79. *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.

80. *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.

81. *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.

82. *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.

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

84. *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 each share held by him.

85. *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.

86. *No Shareholder in arrear to exercise Rights and no Shareholder in arrear 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.

87. *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.

88. *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.

89. *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.

90. *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:—

Connemara Estate Company, Limited.

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

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

91. *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 poll 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.

92. *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.

93. *Number of Directors.*—The number of Directors shall never be less than two nor more than five. In the event of the number of Directors in Ceylon ever being reduced to one, such remaining Director shall immediately caused 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.

94. *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 at least Two thousand Rupees (Rs. 2,000) and upon which, in the case of partly paid up shares, all calls for the time being shall have been paid, and this qualification shall apply as well to the first Directors as to all future Directors. A Director may act before acquiring his qualification, but shall in any case acquire the same within two months from his appointment or election, provided, however, that it shall not be necessary for a Director appointed by Mrs. Caroline Esther Hector in exercise of the power conferred on her by Article 98 hereof to hold any share qualification.

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

96. *Appointment of first Directors and Duration of their Office.*—The first Directors shall be Edward Saneroff Hector of Donside estate, Nawalapitiya; Frank Ronaldson Smethurst of Somerset, Talawakole; and Gervase Gorst Smith 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.

97. So long as the number of shares of the Company of any class now or hereafter standing in the name of Mrs. Caroline Esther Hector does not amount in all to less than fifty five per cent. of the total number of the shares of the Company of any class, whether fully paid or partly paid, issued for the time being, the said Mrs. Caroline Esther Hector shall be a Director of the Company whenever and so long as she is resident in Ceylon.

98. So long as the number of shares of the Company of any class now or hereafter standing in the name of the said Mrs. Caroline Esther Hector does not amount in all to less than fifty-five per cent. of the total number of the shares of the Company of any class, whether fully paid or partly paid issued for the time being, the said Mrs. Caroline Esther Hector shall have the right to appoint any person to be a Director whenever and so long as the said Mrs. Caroline Esther Hector is absent from Ceylon. Such appointment of a Director as well as any cancellation, withdrawal, alteration, or variation thereof shall be made in writing by the said Mrs. Caroline Esther Hector or by her attorney duly appointed for the purpose and shall be sent by post under registered cover addressed to the Company at its registered office for the time being or otherwise communicated to the Company and may be cancelled, withdrawn, altered, or varied by the said Mrs. Caroline Esther Hector or by her attorney duly appointed for the purpose at her discretion and shall be recorded in the minute book of the Company together with any subsequent cancellation, withdrawal, alteration, or variation thereof.

99. *Directors may appoint Managing Director or Directors; his or their Remuneration.*—One or more of the Directors may be appointed by the Directors to act as Secretary, Managing Director, or Managing Directors, and (or) Visiting Agent or Visiting Agents of the Company, or Superintendent or Superintendents of any of the Company's estates, for such time and on such terms as the Directors may determine or fix by agreement with the person or persons appointed to the office; and they may from time to time revoke such appointment and appoint another or other Secretary, Managing Director, or Managing Directors, and (or) Visiting Agent or Agents, Superintendent or Superintendents, and the Directors may impose and confer on the Managing Director or Managing Directors all or any duties and powers that might be imposed or conferred on any Manager of the Company. If any Director shall be called upon to perform any extra services, the Directors may arrange with such Director for such special remuneration for such services, either by way of salary, commission, or the payment of a lump sum of money, as they shall think fit.

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

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

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

103. *To retire Annually.*—At the Second Ordinary General Meeting and at the Ordinary General Meeting in every subsequent year, all the Directors for the time being shall retire from office.

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

105. *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 in office.

106. *If Election not made, Retiring Directors to continue until next Meeting.*—If at any meeting at which an election of Directors ought to take place, the places of all or any of the retiring Directors are not filled up, all the retiring Directors

or such of them as have not had their places filled up may continue in office until the next Ordinary General Meeting, and so on from meeting to meeting until their or his places or place are or is filled up, unless it shall be determined at such meeting to reduce the number of Directors in office.

107. *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.

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

109. *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 cease to ordinarily reside in Ceylon or without the consent of the other Directors be absent from Ceylon for a period of six 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 as if he were not a Director.

110. *How Directors removed and Successors appointed.*—The Company may, subject and without prejudice to the provisions of Article 98 hereof 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.

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

112. *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.

113. The Directors shall have power to purchase or otherwise acquire as on and from January 1, 1928, the said Donside estate, situated in the Kandy District of the Island of Ceylon.

114. *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 Donside estate, and the purchase, lease, or acquisition of any other lands, estates, or property, and the opening, clearing, planting, and cultivation thereof, and in or about the working and business of the Company.

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

116. *To appoint Proctors and Attorneys.*—The Directors shall have the 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.

117. *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.

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

119. *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.

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

- (1) To institute, conduct, defend, compound or abandon any action, suit, prosecution, or legal proceedings by or against the Company, or its officers or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims and demands by or against the Company.
- (2) To refer any claims or demands by or against the Company to arbitration, and observe and perform the awards.
- (3) To make and give receipts, releases, and other discharges, for money payable to the Company and for claims and demands of the Company.
- (4) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.
- (5) To invest any of the moneys of the Company upon such securities and in such manner as they may think fit, subject to the provisions of Article 3 hereof, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.
- (6) From time to time provide for the management of the affairs of the Company abroad in such manner as they think fit, and to establish any local boards or agencies for managing any of the affairs of the Company abroad and to appoint any persons to be members of such local board or any managers or agents and to fix their remuneration.
- (7) From time to time and at any time to delegate to any one or more of the Directors of the Company for the time being or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers hereby made exercisable by the Directors, except those relating to shares and any others as to which special provisions inconsistent with such delegation are herein contained; and they shall have power to fix the remuneration of and at any time to remove such Director or other person or company and to annul or vary any such delegation. They shall not, however, be entitled to delegate any powers of borrowing or charging the property of the Company to any agent of the Company or other person except by instrument in writing, which shall specifically state the extent to which such powers may be used by the person or persons to whom they are so delegated and compliance therewith shall be a condition precedent to the exercise of these powers.

PROCEEDINGS OF DIRECTORS.

121. *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 that transaction of business; until otherwise determined, two Directors shall be a quorum.

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

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

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

125. *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.

126. *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.

127. *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.

128. *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.

129. *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.

130. *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.

131. *The Use of the Seal.*—The seal of the Company shall not be used or affixed to any deed certificate of shares or other instrument except in the presence of two or more of the Directors or of one Director and the Agents and Secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the Agents and Secretaries, in the event of a firm being the agents and secretaries, being signified by a partner or duly authorized manager, attorney, or agent of the said firm signing the firm name or the firm name *per procuracionem* or signing for and on behalf of the said firm as such agents and secretaries, and in the event of a company whether domiciled or incorporated in the Island of Ceylon or elsewhere being the agents and secretaries, being signified by a Director or the secretary or the duly authorized attorney of such company signing for and on behalf of such company as agents and secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the Agents and Secretaries. Any instrument sealed with the seal of the Company and signed by two or more Directors or by one Director and the Agents and Secretaries of the Company shall be presumed to be duly executed.

ACCOUNTS.

132. *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.

133. *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.

134. *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.

135. *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.

136. *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.

137. 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.

138. *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.

139. *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.

140. *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, and the Directors shall give effect to such direction; and where any difficulty arises in regard to the distribution, they may settle the same as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any Shareholder upon the footing of the value so fixed, in order to adjust the rights of all parties and may vest any such specific assets in trustees upon such trusts for the persons entitled to the dividend as may seem expedient to the board.

141. *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.

142. *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.

143. *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.

144. *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 net profits in the hands of the Company, be capitalized, and that such sum be set free for distribution and be appropriated as capital to and amongst the Shareholders in the shares and proportions in which they would have been entitled thereto if the same had been distributed by way of dividend on the shares and in such manner as the resolution may direct, and such resolution shall be effective provided that such powers shall not be exercised unless recommended by the Board, and the Directors shall, in accordance with such resolution, apply such sum in paying up in full (or, with the consent of all the Shareholders, in part) any unissued shares or debentures or other obligations of the Company on behalf of the Shareholders and appropriate such shares or debentures or other obligations and distribute the same credited as fully paid up (or, as the case may be, partly paid up) amongst such Shareholders in the proportions aforesaid in satisfaction of their shares and interests in the said capitalized sum, or shall apply such sum or any part thereof on behalf of the Shareholders 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.

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

146. *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.

147. *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.

148. *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.

149. *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.

150. *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.

151. *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.

152. *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.

153. *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.

154. *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.

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

156. *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.

157. *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.

158. *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.

159. *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.

160. *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.

161. *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.

162. *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.

163. *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.

164. *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.

165. *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.

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

ARBITRATION.

167. *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.

168. *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.

169. *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.

170. *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.

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

In witness whereof the subscribers to the Memorandum of Association have hereunto set and subscribed their names, at Colombo, this 28th day of February, 1928 :

C. E. HECTOR, by her attorney E. S. HECTOR.

E. S. HECTOR.

A. V. SMETHURST.

CONSTANCE C. HECTOR, by her attorney E. S. HECTOR.

F. R. SMETHURST.

G. G. SMITH.

R. M. WILLIAMSON, by his attorney E. S. HECTOR.

Witness to the above signatures :

LESLIE W. F. DE SARAM,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE WEYGALLA TEA COMPANY, LIMITED.

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

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Six hundred thousand Rupees (Rs. 600,000), divided into (Sixty thousand (60,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. R. MATHEW, Colombo .. .. .	.. One
D. W. WATSON, Colombo .. .. .	.. One
G. O. HUNT, Colombo .. .. .	.. One
H. J. BROMLEY, Colombo .. .. .	.. One
L. F. LEEWAY DAY, Colombo .. .. .	.. One
W. W. BERRY, Colombo .. .. .	.. One
F. CUNNINGHAM, Colombo .. .. .	.. One
Total Shares taken ..	Seven

Witness to the above signatures, at Colombo, this 1st day of March, 1928 :

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

ARTICLES OF ASSOCIATION OF THE WEYGALLA TEA 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 Weygalla Tea Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Six hundred thousand Rupees (Rs. 600,000), divided into 60,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct, and, if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion as nearly as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Weygalla Tea 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 _____ adjournment thereof, and at every poll which may be taken in consequence thereof.

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

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

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. F. A. E. Price and H. L. Anley, both of Elkaduwa, and W. R. Matthew of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

(a) if he accepts or holds any office or place of profits under the Company other than Manager, Managing Director, Visiting Agent, Superintendent, Agent or Secretary of the Company or Trustee for Debenture holders.

- (b) If he becomes bankrupt or insolvent, or suspends payment, or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of Clause 97.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, inspector, or any similar office.

- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

AGENTS AND SECRETARIES.

121. The firm of Bosanquet & Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

W. R. MATTHEW, Colombo.

D. W. WATSON, Colombo.

G. O. HUNT, Colombo.

H. J. BROMLEY, Colombo.

L. F. LERWAY DAY, Colombo.

W. W. BEPRY, Colombo.

F. CUNNINGHAM, Colombo.

Witness to the above signatures, at Colombo, this 1st day of March, 1928:

[Second Publication.]

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

MEMORANDUM OF ASSOCIATION OF THE BARGELLE TEA ESTATES COMPANY, LIMITED.

- 36/2
3/432
144
144
2161
935/
1. The name of the Company is "THE BARGELLE TEA ESTATES COMPANY, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The object for which the Company is to be established are—
 - (a) To purchase (1) Abergelle estate in the New Galway District; (2) Kinellan estate in the Badulla District; and (3) Betworth estate in the Galagedara District, all in 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 purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.
 - (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into One hundred thousand (100,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
F. F. ROE, Colombo	One
R. J. HARTLEY, Colombo	One
A. W. HARRISON, Colombo	One
LIONEL BRAY, Colombo	One
M. N. WAYMAN, Colombo	One
H. S. WAKE, Colombo	One
JOS. F. MARTYN, Colombo	One
Total Shares taken ..	Seven

Witness to the above signatures, at Colombo, this Twenty-fourth day of March, 1928:

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

ARTICLES OF ASSOCIATION OF THE BARGELLE TEA ESTATES COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

The "Company" means the above-named Company.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

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

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

BUSINESS.

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

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

CAPITAL.

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

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

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

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

SHARES.

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting.

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion as nearly as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estates, or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time in the usual course of business such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees One hundred thousand (Rs. 100,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Bargelle Tea Estates Company, Limited.

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

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

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

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. F. F. Roe and R. J. Hartley of Colombo, and Messrs. A. J. Hamilton Harding and C. C. Hamilton Harding, both of the Agras, who will join the Board after allotment. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

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

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

AGENTS AND SECRETARIES.

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

F. F. ROE, Colombo
 R. J. HARTLEY, Colombo.
 A. W. HARRISON, Colombo.
 LIONEL BRAY, Colombo.
 M. N. WAYMAN, Colombo.
 H. S. WAKE, Colombo.
 Jos. F. MARTYN, Colombo.

Witness to the above signatures. at Colombo, this Twenty-fourth day of March, 1928 :

MEMORANDUM OF ASSOCIATION OF THE COTENGADY TEA AND COFFEE ESTATES COMPANY, LIMITED.

36/12
 3/432
 194
 144
 216
 2,936

1. The name of the Company is "THE COTENGADY TEA AND COFFEE ESTATES COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is to be established are—

- (a) To purchase, take on lease, or exchange or otherwise acquire estates, plantations, and lands of any kind in the Island of Ceylon or elsewhere, or any share or shares thereof whether reclaimed or unreclaimed, and to pay for the same either wholly or partly in cash or in shares, bonds, debentures, or other securities of the Company, and to reclaim, fell, clear, plant, manage, improve, develop, or otherwise turn to account or sell, lease, dispose of, or deal with all or any part of these estates, plantations, and lands, and especially but without prejudice to said generality to acquire and take over Cotengady, Chandramulla, Coombla-codie, and Oota Cooly estates in the State of Cochin in India.
- (b) To carry on in India, Ceylon, or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Indian and 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 India, 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 India, Ceylon, or elsewhere.
- (f) To build, make, construct, equip, maintain, improve, alter, and work tea and rubber factories, cacao, coconut, and coffee curing mills, and other manufactories, buildings, erections, roads, tramways, or other works conducive to any of the Company's objects or to contribute to or subsidize such.
- (g) To enter into any arrangement or agreement with Government, or any authorities and obtain rights, concessions, and privileges.
- (h) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory and other buildings thereon or on any land already leased or owned by the Company at the cost of the Company and such other person or company or otherwise, and to lease any factory or other buildings from any company or person.
- (i) To enter in to any agreement with any company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and (or) other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
- (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seeds, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
- (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
- (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
- (n) To establish and maintain in India, 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 India, Ceylon, or elsewhere, and generally to undertake the business of estate agents in India, Ceylon, and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
- (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
- (q) To borrow or receive on loan money for the purpose of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000), divided into 1,500 cumulative preference shares of Rs. 100 each and 60,000 ordinary shares of Rs. 10 each, with power to increase or reduce the capital. Such preference shares shall confer the right to a fixed cumulative preferential dividend at the rate of seven and a half per cent. per annum on the capital for the time being paid up thereon and shall rank as regards return of capital in priority to the ordinary shares, but shall not confer the right to any further participation in profits or assets. The shares forming the capital (original, increased, or reduced) of the Company other than the said preference shares 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.

6. The profits of the Company of each year, which it shall from time to time be determined to distribute, shall (subject to the provisions of clauses 5 and 8 hereof) be applied in the manner and order following:—

- (1) In payment of a fixed cumulative preferential dividend of $7\frac{1}{2}$ per cent. per annum on the capital for the time being paid up on the said preference shares.
- (2) The balance of the remaining profits shall be divided among the holders of ordinary shares in proportion to the amount paid on the shares held by them.

7. In a winding up, voluntary or otherwise, the assets available for distribution amongst the members shall be applied:—

- (1) To the payment off of the capital paid up on the said preference shares with the arrears of dividend thereon whether declared or not up to the commencement of the winding up.
- (2) To the payment off of the capital paid up on all the remaining shares and any dividend on the said shares up to the date of winding up in accordance with the Articles of Association.
- (3) To the division among the Shareholders, other than the holders of the cumulative preference shares aforesaid, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividends as provided in sub-sections (1) and (2) hereof.

8. The rights for the time being attached to the said preference shares may be modified or dealt with in the manner mentioned in clauses 51 and 155 of the accompanying Articles of Association, but not otherwise, and those clauses shall be deemed to be incorporated herein and have effect accordingly.

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.
O. P. RUST, Colombo	One
P. J. PARSONS, Colombo	One
W. S. FLINDALL, Colombo	One
SYDNEY JULIUS, Colombo	One
B. J. LALLYETT, Colombo	One
F. A. W. MITCHELL, Colombo	One
H. F. PARFITT, Colombo	One
Total Shares taken ..	Seven

Witness to the above signatures, at Colombo, this 19th day of March, 1928 :

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

ARTICLES OF ASSOCIATION OF THE COTENGADY TEA AND COFFEE ESTATES COMPANY, LIMITED.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000) divided into 1,500 cumulative preference shares of Rs. 100 each and 60,000 ordinary shares of 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; provided, however, that such new shares shall have no preferential rights over the 1,500 cumulative preference shares above referred to.

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

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

SHARES.

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting; provided, however, that such new share shall have no preferential rights over the 1,500 cumulative preference shares above referred to.

Subject to any direction to the contrary that may be given by the meeting that sanctions the increase of capital, all new shares shall be offered to the Shareholders in proportion as nearly as possible to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may, at their discretion, allot such new shares or any portion of them to the vendor or vendors of any estate or lands being acquired by the Company in payment of the whole or any part of the purchase price of any such estates or lands, and that without offering the shares so allotted to the Shareholders.

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

49. Any shares from time to time to be issued or created may from time to time be issued with any such right or preference, whether in respect of dividend or of repayment of capital, or both, or any such other special privilege or advantage over any shares previously issued or then about to be issued (other than shares issued with a preference), or at such a premium, or with such deferred rights as compared with any shares previously issued or then about to be issued, or subject to any such conditions or provisions, and with any such right or without any right of voting, and generally on such terms as the Company may from time to time by special resolution determine, provided that no such shares shall have any preference over the 1,500 cumulative preference shares above referred to.

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

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

BORROWING POWERS.

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

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Cotengady Tea and Coffee Estates Company, Limited.

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

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

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

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. G. A. Atkinson, S. Julius, and H. F. Parfitt, all of Colombo, and C. Lumsden Egan of Cochin. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated:—

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

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

109. It shall be lawful for the Directors, if authorized so to do by an extraordinary resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company.

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

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

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

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

AGENTS AND SECRETARIES.

121. The firm of Darley, Butler & Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

122. The Agent or Secretary, or the Agents or Secretaries, for the time being, or, if there be no Agent or Secretary or Agents or Secretaries, the Directors shall cause true accounts to be kept of the paid-up capital for the time being of the Company, and of all sums of money received and expended by the Company, and of the matters in respect of which such sums were received and expended, and of the assets, credits, and liabilities of the Company, and generally of all its

commercial, financial, and other affairs, transactions, and engagements, and of all other matters necessary for showing the true financial state and condition of the Company. The accounts shall be kept in such books and in such a manner at the registered office of the Company, as the Directors think fit.

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

O. P. RUST, Colombo.
 P. J. PARSONS, Colombo.
 W. S. FLINDALL, Colombo.
 SYDNEY JULIUS, Colombo.
 B. J. LALLYETT, Colombo.
 F. A. W. MITCHELL, Colombo.
 H. F. PARFITT, Colombo.

Witness to the above signatures, at Colombo, this 19th day of March, 1928:

[First Publication.]

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

Dr. The Ceylon Railway Benefit Association—Balance Sheet, June 30, 1927.				Cr.			
LIABILITIES.		Rs.	c.	Rs.	c.		
Members' contributions :—				Cash :—			
As per last balance sheet	..	448,945	63	In hand	..	21	18
Add amounts contributed during the year	..	147,138	41	At bank	..	7,737	75
		596,084	4	On fixed deposits at Imperial Bank of India	..	43,020	20
Less donations and refunds of contributions	..	93,984	21	On fixed deposit at Chartered Bank of I. A. & C.	..	35,000	0
		502,099	83	On fixed deposit at National Bank of India, Ltd.	..	57,000	0
Security of Chief Clerk at 2 per cent. per annum	..	1,000	0	On fixed deposit at Mercantile Bank of India, Ltd.	..	56,000	0
Add interest accrued thereon for 8 months	..	13	33			198,779	13
		1,013	33	Loans and advances :—			
Debts due by the Association :—				As per last balance sheet	..	250,244	70
T. Canapathipillai, unpaid donation	2,626	0		Add loans granted during year	..	236,795	99
Duncum, Watkins, Ford & Co.	940	0				487,040	69
B. R. Wijemanne, proportion of 1926-27 bonus	340	0		Less repayments for the year	..	242,505	80
Unclaimed balances	218	86		Less transfer to suspense account, &c.	..	1,017	0
H. M. Fryer, balance of donation	107	41				243,522	80
Lawyers' fees, outstanding	47	0				243,517	89
		4,279	27	Mortgage loans :—			
Mortgage reserve account :—				As per last balance sheet	..	45,920	0
As per last balance sheet	..	394	99	Add loans granted during year	..	7,300	0
Add amount transferred this year	..	28	25			53,220	0
		423	24	Less repayment during year	..	3,836	80
Income and expenditure account :—						49,383	20
Balance at credit	..	—	24,683	Debts due to the Association :—			
		24,683	78	Members contributions for June received in July	..	34,139	51
				Interest accrued on fixed deposit	..	4,772	53
				Interest accrued on loans and advances	..	230	15
				Interest accrued on mortgage loans	..	200	22
				Advance on donation	..	250	0
				Overpayment on donation	..	85	0
				B. R. Wijemanne (since paid)	..	50	0
						39,727	41
				Furniture :—			
				As per balance sheet	..	234	40
				Less depreciation written off	..	24	40
						210	0
				Amount transferred from loan account :—			
				As per last balance sheet	..	9,020	0
				Add transferred in July, 1926	..	140	0
						9,160	0
				Less amount written off as per minute of Committee dated October 18, 1927	..	9,160	0
				Suspense account :—			
				Loans repaid prior to June 30, 1926, wrongly shown as outstanding on loans account in the balance sheet of that date	..	—	877
				Difference on contribution account	..	42	14
				Less difference on loan account	..	37	32
						4	82
						532,499	45
						532,499	45

We have examined the above Balance Sheet dated June 30, 1927, and have reported thereon to the Members of the Railway Benefit Association under this date.

DUNCUM, WATKINS, FORD & Co.,
Chartered Accountants, Auditors.

Colombo, October 26, 1927.

MARSHALL PERERA, Treasurer.

The Ceylon Railway Benefit Association.—Income and Expenditure Account for the Year ended June 30, 1927.

Dr.	Rs.	c.	Rs.	c.
To Salaries of clerks ..	3,277	31		
Wages ..	252	50		
			3,529	81
Advertising ..	234	99		
Printing and stationery ..	372	79		
Postages ..	108	39		
			716	17
Cost of cheque books ..	180	0		
General expenses ..	169	7		
			349	7
Bonus to Secretary, 1926-27 ..	540	0		
Bonus to Treasurer, 1926-27 ..	840	0		
			1,380	0
Audit and accountancy charges ..	—	—	1,500	0
Depreciation on furniture ..	—	—	24	40
Balance, being excess of income over expenditure for the year, carried down ..	—	—	19,276	86
			26,776	31
To Amounts written off per Executive Committee's resolution dated October 18, 1927 ..	—	—	9,160	0
Balance as per balance sheet ..	—	—	24,683	78
			33,843	78

Cr.	Rs.	c.	Rs.	c.
By Interest received and accrued :—				
Loans and advances ..	15,277	59		
Fixed deposits ..	8,235	1		
Current account ..	525	33		
			24,037	93
Less Interest on Chief Clerk's security ..	—	—	58	33
			23,979	60
Mortgage interest received and accrued ..	2,824	96		
Less transfer to reserve ..	—	—	28	25
			2,796	71
			26,776	31
By Balance brought down ..	—	—	19,276	86
Balance brought forward from last year ..	—	—	16,426	92
Less bonus to Secretary, 1925-26 ..	540	0		
Less bonus to Treasurer, 1925-26 ..	840	0		
Less Auditor's honorarium, 1925-26 ..	480	0		
			1,860	0
			14,566	92
			33,843	78

DUNCUM, WATKINS, FORD & Co.,
Chartered Accountants, Auditors.
Colombo, October 26, 1927.

MARSHALL PERERA, Treasurer.

The Ceylon Provincial Estates Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at 45, Queen street, Fort, Colombo, the registered office of the Company on Friday, April 13, 1928, at 11 A.M. for the following purposes :—

(1) For the purpose of considering and, if thought fit, confirming as a special resolution the following resolution which was passed at the Extraordinary General Meeting of the above Company held on March 24, 1928 :—

"That the nominal capital of the Company be increased to Two million Rupees (Rs. 2,000,000) by the creation of 100,000 new shares of Rs. 10 each."

(2) For the purpose of considering and, if thought fit, passing the following resolutions :—

"(A) That the Articles of Association of the Company be altered by the addition thereto immediately after the heading "Dividends, Bonus, and Reserve Fund" of the following Article, which shall be numbered 127 (a) :—

'127 (a). *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.'

"(B) That Articles numbered 127 and 127 (a) of the Company's Articles of Association be renumbered 127 (b) and 127 (c) respectively."

Should the resolutions (A) and (B) be duly passed by the requisite majority, the same will be submitted for confirmation as special resolutions to a further Extraordinary General Meeting which will be subsequently convened for the purpose.

By order of the Board,
GEORGE STEUART & Co.,
Colombo, March 29, 1928. Agents and Secretaries.

The Nahavilla Estates Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at 45, Queen street, Fort, Colombo, the registered office of the Company on Thursday, April 12, 1928, at 11 A.M., for the purpose of considering and, if thought fit, passing the following resolution :—

Resolution.

That it is desirable to capitalize a sum of Rs. 850,000, being part of the undivided profits of the Company and being made up as to the sum of Rs. 471,447.04 standing to the credit of the Company's Share Premium Account and as to the sum of Rs. 378,552.96 part of the sum of Rs. 503,169.41 standing to the credit of the Company's Extension Account, and accordingly that the said sum of

Rs. 850,000 be capitalized and distributed among the holders of the 8,500 issued ordinary shares of the Company on the footing that they become entitled thereto as capital in pursuance of Article 79 (c) of the Company's Articles of Association, and that the said capital sum be applied on behalf of the persons who on the date of the passing of this resolution are holders of the said 8,500 issued ordinary shares of the Company in payment in full for 8,500 further ordinary shares of the Company of Rs. 100 each, and that such 8,500 further ordinary shares credited as fully paid be accordingly allotted to such persons respectively in the proportion of one of such shares for every one share of the said 8,500 issued ordinary shares now held by such persons respectively, and that the said 8,500 further ordinary shares so distributed shall be treated for all purposes as an increase of the nominal amount of the capital of the Company held by each holder of the said 8,500 issued ordinary shares and not as income, and that the said 8,500 further ordinary shares so distributed shall not participate in any dividend declared prior to the passing of this resolution, but shall participate in any dividend declared hereafter *pari passu* with the said 8,500 issued ordinary shares.

By order of the Board,
 GEORGE STEUART & Co.,
 Colombo, March 29, 1928. Agents and Secretaries.

The Nawalapitiya Buildings Syndicate, Limited.
 NOTICE is hereby given that the Ninth Annual General Meeting of the Shareholders of this Company will be held at 11.30 A.M. on Monday, April 16, 1928, at the registered office of the Company, Gasworks street, Pettah, 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.
 5. To transact any other business that may be duly brought before the Meeting.
- (The Transfer Books of the Company will be closed from April 13 to 16, 1928, both days inclusive.)

By order of the Directors,
 BOUSTEAD BROS.,
 Colombo, March 26, 1928. Agents and Secretaries.

The Jabong (Perak) Rubber Company, Limited.
 NOTICE is hereby given that the Twenty-second Annual Ordinary General Meeting of the Company will be held at the office of the Company, Chatham street, Fort, Colombo, on Tuesday, April 17, 1928, at 12 noon.

Business.

1. To receive the report of the Directors and accounts for the past year.
 2. To declare a dividend.
 3. To elect a Director.
 4. To appoint an Auditor, and transact any other business that may be brought before the Meeting.
- (The Transfer Books of the Company will be closed from April 3 to 19, 1928, both days inclusive).

By order of the Directors,
 BOSANQUET & Co., LTD.,
 Colombo, March 28, 1928. Agents and Secretaries.

Auction Sale upon Mortgage Decree, D. C., Colombo, No. 21,255.

Rubber Property at Makola.

Stephen Perera Jayawardane of Stephen House, Kelaniya Plaintiff.

(1) Josephine Millicent Catherine Stella Fernando and her husband (2) Jerome Christopher de Silva, both of Cornwall Cottage, Kanattaraya, Colombo. Defendants.

I SHALL sell by public auction on Friday, April 20, 1928, at 5 P.M. at the spot the life-interest of the first defendant above named in and to the land called Horagahaland and the plantations thereon, situated at Makola in the Adikari pattu of Siyane korale; in extent 5 acres 3 roods and 16 perches at the risk of the defaulting purchasers.

For further particulars, please apply to Charles Dias, Esq., Proctor and Notary, Colombo, or to me—

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

59, Belmont street, Colombo.

Auction Sale.

UNDER and by virtue of commission issued to me in case No. 26,125, D. C., Colombo, I shall sell by public auction on Monday, April 23, 1928, at 5 P.M. at the spot for the recovery of the sum of Rs. 3,571.87, further interest and costs of suit, the following premises, to wit:— All that divided portion marked B 205 and out of a portion of land called Kongahawatta, with the entirety of the building thereon bearing assessment No. 2,984/308, situated at Alutmawata in Mutwal, Colombo; containing in extent 10.75 perches.

W. D. E. ABRAHAM,
 Auctioneer and Broker.

1, Hulftsdorp, Colombo,

Auction Sale under Mortgage Decree, D. C., Colombo, No. 24,609.

PREMISES, No. 29, 1st Division, Maradana, Colombo, will be sold by public auction on Tuesday, April 24, 1928, at 5 P.M. at the spot under commission issued to me in the above case.

The said premises is bounded on the north by the other half part of Misikin Salara on the east by the property of Timnohamy on the south by the property of J. Silva, and on the west by the high road; containing in extent 11 perches and 6/10 of a perch.

For further particulars, please apply to Messrs. Wilson & Kadirgamar, Proctors and Notaries, Colombo, or to me—

B. D. AMIT,
 Auctioneer and Broker.

86, Dam street, Colombo.

Auction Sale under Mortgage Decree.

In the District Court of Kandy.

(1) W. Babehamy of Koongahamula, (2) R. K. K. Kalu of Dikkumbura Plaintiffs.

No. 30,104. Vs.

G. R. S. W. M. Biso Menika of Coswatta Defendant.
 Mr. Peter Marimer, the Secretary, District Court, Kandy, official administrator of the estate of the late G. R. S. W. M. Biso Menika, deceased Substituted Defendant.

UNDER mortgage decree in the above case, and by virtue of a commission issued to us for the recovery of the amount therein stated, we shall sell by public auction

the under-mentioned property at the respective spots on Thursday, April 5, 1928, to wit:—

At 2 P.M.

The land called Walawwewatta, situate at Coswatta in the Udasia pattu of Udugoda korale of Matale North; containing in extent 46 acres 3 roods and 33 perches, together with the houses, plantations, and everything thereon, exclusive however of the portion of about 3 amunams of paddy sowing extent towards the south sold by the defendant, now deceased, to Richard Coswatta, Korala.

At 2.45 P.M.

Godakumbura of 12 lahas in paddy sowing extent, situate at Coswatta aforesaid.

B. R. PERERA & Co.,
Auctioneers.

Auction Sale under Mortgage Decree.

In the District Court of Kandy. 19/4/28

A. R. O. L. Olagappa Chetty of Matale Plaintiff.

No. 34,120.

Neina Mohamado's son ^{Cher Sami} and another Defendants

UNDER mortgage decree in the above case, and by virtue of a commission issued to us for the recovery of the amount therein stated, we shall by public auction the under-mentioned property belonging to the first defendant on Monday, April 23, 1928, at 2 P.M. at the spot, to wit:—

The houses bearing assessment Nos. 17, 18, and 19 (formerly 21, 22, and 23) out of the ten houses standing on the allotment of land 116 feet in length along the high road (in extent 1 rood and 2 perches), situate at Trincomalee street, Matale.

B. R. PERERA & Co.,
Auctioneers.

Notice of Sale.

AUCTION sale of (1) Maligatennewatta of 18 acres 1 rood and 35 perches and (2) Kirambe estate of 19 acres 3 roods and 22 perches, both situate at Ampitiya in Lower Hewaheta on Thursday, April 19, 1928, at 3.30 P.M. at the first-named land under mortgage decree in D. C., Kandy, case No. 35,727.

The above premises are fully planted with coconuts, cacao and rubber and is about 2 miles from Kandy.

For particulars, please apply to Messrs. Beven & Beven, Proctors, &c., Kandy, or to me—

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

Auction Sale under Partition Decree.

In the District Court of Galle. 17/4/28

BY virtue of a commission reissued to me in partition case No. 22,472 of the District Court of Galle, I shall sell on Saturday, May 12, 1928, commencing at 3 P.M. at the spot, the land called Polawatta, situated at Gonapinuwala in Wellboda pattu of Galle District; and containing in extent 2 acres and 15 5 perches as per plan No. 1,147A made by Mr. S. Warusavitane, Licensed Surveyor, and filed of record.

The said land will be sold in 5 lots. The sale will take place first among the co-owners at the appraised value, and if not bidden for or purchased by any co-owner, the said premises will immediately thereafter be sold among the public.

UPASIRI W. KODIKARA,
Auctioneer and Commissioner.
Ambalangoda.

Auction Sale under Mortgage Decree, D. C., No. 25,085.

In the District Court of Galle. 17/4/28

BY virtue of the commission issued to me in the above case, I shall offer for sale by public auction the following property on Thursday, April 5, 1928, at 2.30 P.M. at the spot to recover the principal, interests, and cost of suit due to the plaintiff in the above case:—

An undivided half share of the soil and trees and of all the buildings standing thereon of the defined 2/3 share portion towards the east of the land called Sarukaliyawatta ^{alias} Kaluhennediya wattakebella, situate at Ahangama; containing in extent 1 acre 2 roods and 26 2/3 perches, together with the rents and profits thereof.

For further particulars, please apply to A. S. Jayawickrama, Esq., Proctor, Supreme Court, Galle, or to—

D. G. RATNAPALA,
Auctioneer.
Galle, March 13, 1928.

Auction Sale.

In the District Court of Jaffna. 28/4/28

Veluppillai Kathikwsu of Chunnakam Plaintiff.

No. 22,897.

Vs.

(1) Illaiyatambi Pennampalam and (2) wife Theivani-pillai, both of Pallai (3) Kanapathippillai Kanthappar of Karathivu Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction the following property on Saturday, April 28, 1928, at 9 A.M. at the spot for the recovery of this amount therein stated:—

Land situated at Chunnakam called Kinamarakkaladdy, in extent 1 1/2 lachams varagu culture, with cultivated and spontaneous plantations with houses and godown; and bounded on the east by road, on the north and west by the property of Kandappar Ambalavanar, and on the south by lane. Out of the whole hereof according to these boundaries an undivided 1/2 share with the share of water of the well standing in the land bearing the same name (on the north by this), and belonging to the heirs of Nagaratnammah, wife of Oyer, together with the right of way and water-course.

All the right, title, and interest of the 1st and 2nd defendants into or upon the mortgage bond dated March 22, 1924, and attested by M. Supperamaniam, Notary Public, under No. 1,984.

V. A. DURAYAPPAH,
Commissioner.
Jaffna, March 26, 1928.

Auction Sale.

In the District Court of Jaffna. 21/4/28

Ampalavanar Murugar of Karathivu West Plaintiff.

No. 23,005.

Vs.

(1) Arumugam Marimuttu and wife (2) Apiraman of Karadive West Defendants.

UNDER and by virtue of the commission issued to me in the above case, I shall sell by public auction the under-mentioned property on Saturday, April 28, 1928,

at 4 P.M. at the spot for recovery of Rs. 315.40, with interest on Rs. 250 at the rate of 8 per cent. per annum from October 4, 1927, till payment in full and costs, &c. :-

All that piece of land situated at Thangodai in Karadivu called Posiddy, in extent $6\frac{1}{2}$ lachams varagu culture, with old and young palmyra and house; and bounded on the east by the properties of Somar Arumugam and Murugar Kandiah, north by the property of Kandappam Ramalingam, west by lane, and on the south by the property of Subramaniaswamy temple.

Jaffna, March 26, 1928.

V. A. DURAYAPPAH,
Commissioner.

Auction Sale.

In the District Court of Kurunegala.

Muna Kuna Mana Muttu Ramen Chetty of Kurunegala Plaintiff.

No. 11,906. Vs.

(1) Omeru Lebbelage Yakubu Lebbe and his wife
(2) Abubakker Lebbelage Ummani Umana, both of Oruliyadda 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 Wednesday, April 11, 1928, at 1 P.M. at the spot :-

1. An undivided $\frac{1}{5}$ share of Kahandiwalakehellahena of 4 seers kurakkan sowing extent, situate at Galbodagama in Udupola Otota korale, together with the entirety of the upstairs building and the other building standing thereon.

Commencing at 4 P.M. on the same day, on the first land hereinbelow.

2. An undivided $\frac{1}{2}$ share of lot C of 3 roods and 23 perches in extent of the land called Koththeullekumbura, situate at Diyasunnathe in Kinigoda korale, Kegalla District.

3. An undivided $\frac{1}{2}$ share of lot D of 3 roods and $16\frac{1}{2}$ perches in extent of the land called Kotteullekumbura, situate at Diyasunnathe aforesaid.

Further particulars from me—

T. B. AMUNUGAMA,
Licensed Auctioneer.

Kurunegala, March 20, 1928.

Auction Sale.

In the District Court of Kurunegala.

Pana Lana Suna Pana Savenna Karuppen Chetty of Colombo Substituted Plaintiff.

No. 10,118. Vs.

Nancy Constance Perera of Alutgama Substituted 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 Thursday, April 12,

1928, commencing at 3 P.M. on the seventh land herein below, viz. :-

1. The land called Koorukeppetiyewatta of about 2 lahas kurakkan sowing extent, situate at Teliyagonna in Tiragandaha korale; an undivided $\frac{1}{4}$ share of the said land and of the plantations thereon.

2. The land called Hitinawatta alias Siyambalagahat mulawatta of 9 acres and 8 perches in extent, situate at Malkaduwwa in the said korale, together with all the houses and plantations thereon.

3. The land called Etgaalehena, now garden of 23 acres 3 roods and 9 perches in extent, situate at Mehiyalla in Mahagalboda Megoda korale; an undivided $\frac{1}{4}$ share of the said land and of the buildings and plantations thereon.

4. Panakkagahamulahena, now garden of 10 acres 2 roods and 15 perches in extent, together with everything appertaining thereto.

5. An undivided $\frac{1}{4}$ share of Kattaniakumbura of 2 roods and 11 perches in extent.

6. Paragahakumbura of 2 roods and 30 perches in extent, both situate at Mehiyalla aforesaid.

7. The land called Rukkattanagahamulahena alias Teliyagonnewatta of 9 acres 2 roods and 32 perches in extent, according to the plan surveyed and made by H. Auwardt, Licensed Surveyor, on June 10, 1912, situate at Teliyagonna aforesaid, together with all buildings and plantations standing thereon.

Further particulars from Messrs. Gomis & Jayasundera, Proctors, Kurunegala, or from me—

T. B. AMUNUGAMA,
Licensed Auctioneer.

Kurunegala, March 20, 1928.

Application for Enrolment as a Proctor.

SIX weeks hence, I, Rajaratnam Nalliah, Proctor, District Court, Jaffna, residing in Jaffna town, shall apply to the Hon. the Supreme Court, Ceylon, to be admitted and enrolled a Proctor of the said Supreme Court.

Jaffna Town, March 24, 1928.

R. R. NALLIAH.

Revocation of Power of Attorney.

NOTICE is hereby given to all concerned that the power of attorney granted by us to Sankarakumar Chettiar, son of Malaiappan Chettiar, has been revoked and cancelled.

PANA MUNA MANA ARUNACHALAM CHETTIAR & Co.,

L. PARAMASIVEN PILLAI,
Partner.

Colombo, March 22, 1928.

Cancellation of Power of Attorney.

I, ISMAIL LEBBE MARIKAR EBRAHIM LEBBE I, MARIKAR, also known as E. L. Ebrahim Lebbe Marikar, formerly of 9, Gasworks street in Colombo, do hereby give notice that I have cancelled and revoked the power of attorney No. 31975 dated March 9, 1923, and attested by Mr. W. A. S. de Vos of Colombo Notary Public, granted by me to Pitche Karadoo Lebbe Mohamado Lebbe and Aboobacker Lebbe Abdul Wahid.

March 27, 1928.

E. L. EBRAHIM LEBBE MARIKAR.

K/Pattapola Seewali Buddhist Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. N. J. Sri Gunawardena for grant in aid of the above school, which is situated at Pattapola, Kandy District of the Central Province.

Observations will be received not later than May 1, 1928.

Education Office,
Colombo, March 30, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. W. G. Peiris has been appointed Manager of the schools mentioned below in place of Mr. C. A. Botelju.

Schools referred to.

Schools that were under the management of the late Rev. D. S. Jayasundera.

Education Office,
Colombo, March 15, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. P. E. Thorne has been appointed Manager of the schools mentioned below in place of Rev. W. S. Gifford.

Schools referred to.

Kalmunai Anglo-Vernacular Girls' School and the following Tamil Schools:—

Kalmunai Village
Pandiruppu
Naipattimunai
Kalmunai/kudiruppu
Sainthamarathu
Kallar Boys'
Kallar Girls'
Koddi Kallar
Ondachimadam

Mahilur
Mahilurmunai
Kurumanveli
Mandur
Vellaveli
Nasimanveli
Tharaincelavanni
Kalladimunai
Eruvii

Education Office,
Colombo, March 16, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. B. Holland has been appointed Manager of the schools mentioned below in place of Rev. E. T. Selby.

Schools referred to.

Muthalaikudah
Munaiakadu
Kokkodihoelai

Makiladitivu
Pandariyaveli

Education Office,
Colombo, March 15, 1928.

L. MACRAE,
Director of Education.

Change of Management.

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

Schools referred to.

Arasadi Training School
Arasadi Practising School
Singalavadi
Karsavadi
Valayaravu
Maradudi
Kiran
Suntiveli
Sitandi
Kaluvan Kerni
Vantharumalai
Sengaladi

Eraur
Kudiyiruppu
Kalladi
Manohentudivay Girls'
Araipattai Notary's
Putukudirippu
Kironkula
Karayakantivu
Amarthangeli
Palameenmadu
Puliyadimunai

Education Office,
Colombo, March 15, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that the Hon. Mr. W. A. de Silva has been appointed Manager of the school mentioned below in place of Mr. A. de S. Kanakarathne.

School referred to.

C/Maradana Buddhist Girls' School.

Education Office,
Colombo, March 9, 1928.

L. MACRAE,
Director of Education.

Change of Registration of School.

NOTICE is hereby given that the Tamil Mixed School situated in the village of Voyaville in the Jaffna District of the Northern Province under the management of Mr. R. Nagalingam has been provisionally registered as an Anglo-Vernacular School.

Education Office,
Colombo, March 24, 1928.

L. MACRAE,
Director of Education.

Change of Site.

NOTICE is hereby given that an application has been received from Rev. Fr. J. B. Meary, O.M.I., for the transfer of his C/Warakannatta Sinhalese Boys' School from its present site to new premises $\frac{1}{2}$ mile away, close to the Dalugama Roman Catholic Church. The school to be known hereafter as C/Dalugama Sinhalese Boys' Roman Catholic School.

Observations will be received not later than April 23, 1928.

Education Office,
Colombo, March 26, 1928.

L. MACRAE,
Director of Education.

Closure of Area for Application Surveys in Northern Province.

NOTICE is hereby given that surveys in connection with applications for the purchase or lease of Crown land will be undertaken in the above Province in rotation.

2. The Province is divided into:—

- Area No. 1, which includes Jaffna District.
- Area No. 2, which includes Mannar District.
- Area No. 3, which includes Mullaittivu District.

3. Area No. 2 will be closed on May 1, 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.

4. The next area to be closed for survey will be area No. 3.

March 19, 1928.

J. D. BROWN,
Government Agent.

Destruction of a Rogue Elephant.

NOTICE is hereby given that under section 9 (1) (b) of Ordinance No. 1 of 1909, free licences will be issued to competent persons to destroy a rogue elephant which frequents the Village Committee road from Kilivetty to Mengamam and is causing damage to the paddy crops at Kilivetty village.

Description of the Elephant.

- (a) Male.
- (b) Height about $7\frac{1}{2}$ cubits.
- (c) Footprint, 1 ft. 6 in. diameter.

The Kachcheri,
Trincomalee, March 24, 1928. Assistant Government Agent.

J. R. WALTERS,

“The Plant Protection Ordinance, No. 10 of 1924.”

IN accordance with regulation 9 of the regulations set forth in the schedule to “The Plant Protection Ordinance, No. 10 of 1924,” it is hereby declared that the areas enumerated in the annexed list is an infested area for the purpose of the regulations relating to the Shot-hole Borer of Tea (*Xyleborus formicatus* Eich.), published in *Government Gazette* No. 7,413 of September 5, 1924.

F. A. STOCKDALE,
Director of Agriculture.

Office of the Director of Agriculture,
Peradeniya, March 20, 1928.

LIST REFERRED TO.

TEA ESTATES.

Central Province.

Taplow estate, Norton, Ambagamuwa.
Lammermoor estate, Norton, Ambagamuwa.

Auction Sale of a Drift Boat.

A DRIFT boat of the following dimensions now lying near the Mannar Ferry will be sold by public auction on the spot by the Assistant Collector of Customs, Mannar, on Thursday, April 12, 1928, at 9 A.M.

- The dimensions of the boat are as follows:—
Length, 45 feet 3 inches.
Breadth, 6 feet.
Depth, 2 feet 6 inches.

3. Any one desiring to inspect the boat should apply to the Sub-Collector of Customs, Mannar, who will afford all facilities.

P. O. FERNANDO,
for Assistant Collector of Customs.

H. M. Customs,
Mannar, March 26, 1928.

Sale of Minor Forest Produce.

CORRECTION slip to notification dated March 6, 1928, appearing on page 1052 of *Government Gazette* No. 7,633 of March 9, 1928:—

The sale of the Minor Forest Produce in the Revenue District of Nuwara Eliya, which was notified to take place at the Range Forest Office, Nuwara Eliya, at 10 A.M., on April 5, 1928, is postponed for April 11, the time and place remaining the same.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, March 24, 1928.

Loss of Firearms.

MATARA DISTRICT.

(1) Number and description of the gun: A single-barrelled muzzle-loading gun bearing No. M 149 on the stock.

Number of the licence: 149/G. B. P.

Name of owner: Welihenegamage Arlis of Peddapitiya.

Remarks: Gun reported to be lost.

(2) Number and description of the gun: A single-barrelled muzzle-loading gun bearing No. M/174 on the stock.

Number of licence: 174/W.B. P.

Name of owner: Hewameemanamullage Don Juwanis of Palle Aparekka.

Remarks: Gun reported to be lost.

(3) Number and description of the gun: A single-barrelled muzzle-loading gun bearing No. 353 M on the stock.

Number of licence: 353 M. K.

Name of owner: Jimson Dahanayake of Keeripitiya in the Morawak korale.

Remarks: Gun reported to be lost.

The Kacheheri, J. A. GUNARATNA,
Matara, March 21, 1928. for Assistant Government Agent.

BATTICALOA DISTRICT.

A single-barrelled breach-loading gun licensed under No. A86768/P68 and bearing No. 71880 marked on the barrel.

Name of owner: Mr. K. V. Kumarasamy of Pottuvil, presently of Kathiravasa, Batticaloa.

Remarks: Said to have been lost.

The Kacheheri, S. F. AMERASINGHE (Jr.),
Batticaloa, March 26, 1928. for Government Agent.

BADULLA DISTRICT.

One single-barrelled muzzle-loading gun licensed under No. F 16418/633 Viy, and bearing No. 1727B marked on stock.

Owner: Yahaletenne Siyatu of Nagolla.

Remarks: Said to have been lost.

The Kacheheri, MONYPENNY,
Badulla, March 27, 1928. For Government Agent.

Teak Garden at Hanwella.

NOTICE is hereby given that the Government Agent of the Western Province will receive sealed tenders for the purchase of the lease of the Teak Garden at Hanwella, in extent about 3½ acres, for a period of five years from May 1, 1928, for the purpose of growing vegetables.

2. The tenders, which must be in sealed envelopes, will be received at the Colombo Kacheheri until 1 P.M. on Tuesday April 24, 1928, when they will be opened. All persons making the tenders will be required to be present, or to satisfy the Government Agent by some duly accredited agent that the tender is made *bona fide*.

Conditions.

1. Three months' rent shall be deposited in cash as security on the day of sale, and the rent shall be paid by the lessee in equal quarterly instalments in advance.

2. The purchaser or his workmen shall not cut any tree or interfere with any existing fence or boundary.

3. The purchaser shall be bound to fence the lands leased to him, if called upon by the Government Agent to do so.

4. The purchaser shall not assign, transfer, or sublet without permission previously obtained in writing from the Government Agent.

5. The Government Agent or anyone acting under his authority will be entitled to re-enter into occupation at any time on giving three months' notice to the lessee after the lapse of one year.

6. The purchaser shall root out all wild trees growing on the above land and shall keep the premises clean and in good order.

7. The Government Agent shall have the liberty to cut as many trees as are found to be necessary, for which proportionate refunds will be made to the lessee.

8. If the whole or any portion of the premises is required by Government before the expiry of the lease, such whole or portion thereof shall be surrendered on one month's notice being given in which case a proportionate refund or deduction in the rental will be made for the unexpired period for which rent has been paid.

9. In the event of any breach of the foregoing conditions, the Government Agent shall have the power to resume possession of the premises and eject the purchaser and his workmen therefrom without compensation.

10. The Government Agent reserves the right to reject any or all the tenders.

The Kacheheri, R. N. THAINE,
Colombo, March 20, 1928. Government Agent.

Sale of Sawm Timber, Badulla Depot.

AN auction sale of the under-mentioned scantlings will be held at 3 P.M. on Wednesday, April 18, 1928, at the Government Timber and Firewood Depot at Badulla (close to the Railway Station).

The highest bid will be accepted, subject to the approval or disapproval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose.

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

No timber shall be removed before payment of the price bid in full, and all timber sold must be removed from the depot within fourteen days of notification of acceptance of the bid by the Conservator of Forests, and will be at the risk of the purchaser until removed.

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

List of Scantlings.

13 cubic feet of pieces 7 in. by 3 in. of lengths from 9 ft. to 13½ ft.

50 cubic feet of pieces 8 in. by 2½ in., 8 in. by 2 in., 6 in. by 2 in., and 7 in. by 2 in. of lengths from 4 ft. to 14 ft.

13 cubic feet of pieces 6 in. by 4 in. of lengths from 6 ft. to 12 ft.

22 cubic feet of pieces 2 in. by 2½ in. and 2½ in. by 1½ in. of lengths from 9 ft. to 12 ft.

22 cubic feet of pieces 5 in. by 5 in., 4 in. by 3 in., 3 in. by 3 in., 7 in. by 5 in., and 6 in. by 5 in. of lengths from 6 ft. to 10 ft.

1,000 square feet of reapers 2 in. by 1½ in. of lengths from 6 ft. to 12 ft.

100 poles of length 16 feet and girth one foot.

40 square feet of planks.

125 cubic feet of sawn timber (partly unsound).

344 square feet of reapers 2 in. by 1½ in., 2 in. by 1 in., 2 in. by ½ in. (partly unsound).

43 square feet of planks (partly unsound).

52 cubic feet of satin scantlings 6 in. by 2½ in. and 6 in. by 3 in. of length 6 ft. to 10 ft.

Any further particulars may be had on inquiry from the Divisional Forest Officer, Uva Division, Haputale.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, March 20, 1928.

Auction Sale of Timber at Batticaloa.

THE under-mentioned timber consisting of good sound logs at the Batticaloa Bar and Maha-oya Depôts and 66th and 68th mileposts, and undersized logs, outside slabs, and abandoned timber lying at other places mentioned below in Eastern Division (South), Batticaloa, will be sold by public auction by the Divisional Forest Officer, Eastern Division (South), Batticaloa, on Friday, April 20, 1928, at 2 P.M., at the Divisional Forest Office, Batticaloa, subject to the following conditions:—

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

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

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

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

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

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

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

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

MAHA-OYA RANGE.*Batticaloa Bar Depot.*

	Cubic Feet.
3 Satin logs	55
39 Milla logs	670
30 Ranai logs	542
1 Na log	19

Maha-oya Wayside Depot and 68th Milepost.

	Cubic Feet.
5 Satin logs	85
3 Milla logs	48
27 Ranai logs	572

66th Milepost Depot.

	Cubic Feet.
3 Satin logs	44
11 Ranai logs	294
7 Milla logs	132

AKKARAI PATTU RANGE.*Abandoned Timber lying in the Premises of the P. H. of Annamalai.*

	Cubic Feet.
2 Milla	2
1 Ranai	2
6 Ranai poles 15 ft. by 6 in.	
1 Kayan	1

VAKANERI RANGE.*Mylankarachchy Depot.*

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

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, March 27, 1928.

Rinderpest.

WHEREAS rinderpest has broken out in the premises bearing assessment No. 48/49, Messenger street, Colombo, bounded on the north by Barber street, east by Armour street, south by Messenger street, west by a line in extension of Green street running to Messenger street: Such premises are hereby declared, in terms of sub-section (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 26, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 27, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 22, 1928, published in the *Government Gazette* No. 7,632 of March 2, 1928, the premises bearing assessment No. 51, situated at Nagalagam street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 14, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 21, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth-disease has broken out in the premises bearing assessment No. 2, situated at Bridge 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 March 16, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 21, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 36, situated at Ferguson'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 March 17, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 21, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 6, 1928, published in the *Government Gazette* No. 7,633 of March 9, 1928, the premises bearing assessment No. 46, situated at Wasala road, Kotahena, 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 16, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 22, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 7, situated at Stubbs place, 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 18, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 24, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 16, situated at Ferguson'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 March 12, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 24, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 76, situated at Mahawatta 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 March 12, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 24, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 794, situated at Havelock road, Pamankada, 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 15, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 24, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 14, 1928, published in the *Government Gazette* No. 7,635 of March 22, 1928, the premises bearing assessment No. 40, situated at Buller's 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 21, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 26, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 13, 1928, published in the *Government Gazette* No. 7,634 of March 16, 1928, the premises bearing assessment No. 42, situated at Hunupitiya Lake 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 22, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, March 26, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at No. 523, Welikada, in Colombo Mudaliyar's division of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance

No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated March 16, 1928, is free from foot-and-mouth disease, and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri,
Colombo, March 22, 1928.

H. C. COCKS,
for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Welikada, in garden No. 570, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by high road leading to Cotta, south by Government ditch, east by wall of the land belonging to H. D. John Peiris, west by road leading to Nawala.

This declaration shall take effect from the date hereof.

March 16, 1928.

D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nawala, in garden No. 7, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by dewata road, south by land belonging to Abdul Rahiman, east by land belonging to W. A. Sopiha, west by fields.

This declaration shall take effect from the date hereof.

March 16, 1928.

D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Welikada, in garden No. 489, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by road leading to Kotuwegoda, south by road leading to Cotta, east by western boundary of Garden No. 514 and fields, west by road leading to Kotuwegoda.

This declaration shall take effect from the date hereof.

March 16, 1928.

D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nawala, in garden No. 494, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to N. C. Cooray, south by land belonging to Mrs. M. William Rodrigo, east by Crown land No. 270, west by Crown land.

This declaration shall take effect from the date hereof.

March 16, 1928.

D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nawala, in garden No. 119, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to A. William Perera, south by land belonging to B. John Cooray, east by high road, west by field.

This declaration shall take effect from the date hereof.

March 20, 1928.

D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Narahenpita in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kelani Valley Railway line, south by Kirillapone canal, east by road leading to Nawala, west by Kelani Valley Railway line.

This declaration shall take effect from the date hereof.

March 20, 1928.

D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Potuwilawatta at Alawatupitiya, in Alutkuru korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land of Paulu Mandadige Euseni Fernando, south by land of Hallawapiyan-karage Jornis Fernando, east by land of R. C. P. W. Vaidyaratna, Vidane-Arachchi, west by Village Committee road.

This declaration shall take effect from the date hereof.

Wattala, March 21, 1928.

TIMOTHY F. ABAYAKOON,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Kongahawatta at Kandana, in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by boundary of land belonging to D. D. Karunapala, south by boundary of land belonging to K. D. Marthinu Jayawardana, east by field belonging to Don Selestinu Appu, west by boundary of land belonging to Ena (teacher).

This declaration shall take effect from the date hereof.

Wattala, March 23, 1928.

TIMOTHY F. ABAYAKOON,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Dawatagahawatta at Kandana, in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to B. L. H. Rodrigo, south by field belonging to P. Dionis Perera, east by land belonging to K. D. Abilinu, west by land belonging to Sangaraja Isabel and others.

This declaration shall take effect from the date hereof.

Wattala, March 23, 1928. **TIMOTHY F. ABAYAKOON,**
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Buthpitiya north, in the Meda pattu of Siyane korale west of the Colombo District of the Western Province. It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land of R. Punchappuhamy and Pasgammana boundary, south by Uruwala-oya east by Pasgammana village boundary, west by Pilikutuwa village boundary.

This declaration shall take effect from the date hereof.

Gampaha, March 22, 1928. **MAURICE PERERA,**
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Wegouwe in Alutkuru korale north of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by dewata path, south by field, east by high road, west by land belonging to Mana and others.

This declaration shall take effect from the date hereof.

March 20, 1928. **C. H. A. SAMARAKKODY,**
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Asgiriwalpola, in Alutkuru korale north of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to Mr. Jayatileke, south by ditto Don Girigoris, east by tract of fields, west by high road.

This declaration shall take effect from the date hereof.

March 22, 1928. **C. H. A. SAMARAKKODY,**
Chief Headman.

Foot Disease.

WHEREAS foot disease has broken out at Demaladuwa, in Salpiti korale of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to Guruge Hendrick Perera, south by land belonging to Mapiyige Don Davith, east by the Demaladuawelyaya, west by the Government high road.

This declaration shall take effect from the date hereof.

March 16, 1928. **G. W. DE FONSEKA,**
Chief Headman.

Hoof Disease.

WHEREAS hoof disease has broken out at Kinvattu-duwa, in Salpiti korale of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by rubber land called Kondaketiya, south by land called Udunuwarage Marthelis Appu, east by land belonging to Colombage Carolis and others, west by the high road.

This declaration shall take effect from the date hereof.

March 20, 1928. **G. W. DE FONSEKA,**
Chief Headman.

Hoof Disease.

WHEREAS hoof disease has broken out at Kudamaduwa, in Salpiti korale of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by and called Heenigewatta and Tambligahawatta, south by and called Pelawatta and Babaetambagewatta, east by a Village Committee road and called Godaporagahawatta, west by land called Mahawatta and Heenigewatta.

This declaration shall take effect from the date hereof.

March 19, 1928. **G. W. DE FONSEKA,**
Chief Headman.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out at Bakmigolla, in Ihalawisideke korale west in Hiriya hatpattu of the Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by ela, south by village limit of Bolagama, east by Yakalle-ela, west by Deduru-oya.

This declaration shall take effect from the date hereof.

March 19, 1928. **P. B. MADAHAPOLA,**
Ratemahatmaya, Hiriya hatpattu.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF GALLE.

Minutes of Proceedings of a General Meeting of the Municipal Council of Galle, held in the Municipal Office on Saturday, February 11, 1928, at 1.15 p.m., pursuant to Notice dated February 6, 1928.

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

Mr. S. H. Dahanayake drew attention to item 4 (4) of the Minutes of the last meeting which was not correctly recorded. The Minutes were amended as follows :—“ Mr. C. L. Wickramasinghe asked the mover to agree to refer it to a Special Committee. The mover agreed. Mr. C. L. Wickramasinghe seconded the amended motion.”

Mr. F. W. Sproule invited attention to the extracts from the Minutes of the Standing Committee on Municipal Works of December 17, 1927—item 13 (3) of the Minutes of the last meeting—and said that the recommendation of the Standing Committee was to the effect that tenders for pipes should be invited.

1. The Minutes of the General Meeting of January 21, 1928, a copy thereof having been furnished to each Member were taken as read and confirmed.

The Chairman drew attention to a statement made by Mr. S. H. Dahanayake at the last meeting, to the effect that a part of his first question at that meeting had been deleted, and did not appear on the agenda. Mr. Dahanayake had not made an official complaint about it ; and he therefore asked the Member if he would withdraw the insinuation.

Mr. Dahanayake expressed his regret, and withdrew what he had stated.

2. Pursuant to notice, Mr. S. H. Dahanayake asked the following questions, and the Chairman answered *seriatim* :—

(1) What is the age of the Secretary of this Council ? A.—The Secretary's age is 58 years, 5 months, and 7 days.

(a) Will the Chairman support his answer to this question by birth certificate or baptismal certificate ? A.—No.

(2) Is the Chairman aware that there is a great dissatisfaction among the clerks and inspectors and other employees of this Council over the inadequacy of their present salaries and wages ? A.—No. The salaries of the staff were revised eight months ago.

(a) If so, will the Chairman take steps to revise the present scale of their salaries and wages ? A.—This question does not arise.

(3) What is the size of the pipe connecting the water service main to the New Oriental Hotel ? A.—The connexion is one of one inch and a quarter.

(a) Is the hotel consumption of water regulated by a meter ; and if so, how many gallons of water has been supplied to the said hotel during the year 1927 ? A.—Yes. The supply for 1927 was 190,960 gallons.

(b) Is water supplied by pipe to the highest storey of the hotel ? A.—Yes, to a cistern on the top floor.

(c) Is the supply of water limited ? A.—The supply is limited to the capacity of the cisterns.

(d) Has there been any excess supply of water to the hotel ; and if so, what amount has been received for such excess supply during the year 1927 ? A.—All the water supplied to the hotel is paid for. Rs. 130.36 was paid for 1927.

(4) What was the size of the original pipe connecting the water service main to the Sydney Hotel, and to which main was it connected ? A.—The Sydney Hotel had a half-inch connexion to the China Garden main.

(a) Has it since been substituted by a bigger pipe ; and if so, when was it done, and to which main has it been connected ? A.—It was connected to the Wackwella road main in April, 1927, but the size of the connexion has not been altered.

(5) Is it in keeping with the by-laws of this Council to allow the transference of water service from one house to another ? A.—There is nothing in the by-laws affecting this question.

(a) If the answer to this question is in the negative, what action does the Chairman mean to take against such breaches of the by-laws ? A.—This question does not arise.

(6) When did Messrs. E. Coates & Co. get the water service to their new building at Walauwewatte in Dickson road, presently occupied by Mr. D. I. Durham. A.—The connexion was given on January 24, 1924.

(7) How many houses within the town have been supplied with water service to second floors of such houses ? A.—Fifty houses.

(8) Are there any houses supplied with more than one house connexion ? A.—No.

(a) If so, how many are there in number ; and who are the owners ? A.—This question does not arise.

(9) What does it cost the Municipality to get a cube of metal from the Talbot town quarry ? A.—The price of road metal, including transport to and piling on, any road within the Municipal limits, is Rs. 10.50 per cube.

(a) Will the Chairman take steps to see how such cost compares with what it costs the Public Works Department to get a cube of metal from the same quarry ? A.—I will inquire.

(10) Is the metalling and gravelling of Municipal roads done on a contract basis or by labourers employed by the Council ? A.—It is done on contract.

(a) If done by contract, how much does it cost the Council to metal or gravel a hundred square feet ? A.—Road consolidation is not paid for per square foot but per cube of metal consolidated. The rates of payment are—full metalling Rs. 4.25 per cube ; track metalling Rs. 4.75 per cube ; gravelling Re. 1.50 per cube.

(b) Will the Chairman find out and let this Council know how much does it cost the Public Works Department to metal or gravel hundred square feet ? A.—I will inquire.

(11) Has the Superintendent of Works sent in his report with regard to the question of metalling Templer's road and Abaysundere road ? A.—Yes, he has.

(a) If he has not yet done so, will the Chairman order him to furnish the same without further delay ? A.—This does not arise.

(12) Will the Chairman be pleased to give a more liberal supply of water than is available at present to the Muslim quarters at night during the Ramzan Festival which is to commence about the 20th of this month ? A.—The Chairman cannot give a more liberal supply of water than is available.

(13) Is the Chairman aware that the present water time table is causing much inconvenience to the residents of the upper part of Templer's road who are not supplied with water during day ? A.—I am not aware.

(a) If so, will the Chairman be pleased to remedy this defect ? A.—It is not within the Chairman's power to improve matters.

(14) Is there a by-law to discontinue conservancy buckets for non-payment of arrears ? A.—No, there is not.

(a) If the answer is in the negative, who is responsible for the discontinuance of conservancy buckets under such circumstances ? A.—The officer in charge, under the Chairman's orders.

(15) Will the Chairman request the representatives of the "Times of Ceylon" and "The Ceylon Independent" to correct certain misleading statements made in the "Times" of January 23 and the "Independent" of January 24 in their reports of the proceedings of the last monthly meeting of this Council? A.—The Chairman is only concerned with the official record of meetings submitted to Council and published in the *Government Gazette* and cannot undertake to scrutinize and correct reports published in the newspapers.

(16) Will the Chairman be pleased to supply electric current to illuminate the town clock if the general public is prepared to meet the cost of fitting the clock with the necessary dials for such illumination? A.—This will be a question for the Council to decide when the offer is made; but in no case would it be possible before the power plant is increased.

3. The following motion stood in the name of Mr. D. I. Durham: That in view of the insanitary conditions prevailing at the well in Victoria Park, and the unsightly spectacle presented to those using the park in the afternoon, all bathing be prohibited after 3 P.M., and that the dhoby stone very recently introduced by some unknown people be removed, and dhobying be prohibited.

Mr. Durham with the leave of Council withdrew the motion to be brought up in another form at the next meeting.

4. Pursuant to notice, Mr. S. H. Dahanayake moved—(1) That in view of his old age the services of the present Medical Officer of Health employed by this Council be discontinued.

The Chairman stated that at the last meeting he said he would bring the matter before the Council, and he asked the mover if he would withdraw the motion if it is referred to the Standing Committee on Sanitation. The mover agreed, and with the leave of Council withdrew the motion.

(2) In view of certain serious allegations made by 45 conservancy coolies against the Health Manager, this Council do refer the matter to the Standing Committee on Sanitation for investigation and report. Mr. C. L. Wickramasinghe seconded.

Mr. D. I. Durham asked if the Chairman had received any complaint from these coolies. The Chairman replied in the negative.

Mr. J. E. Perera spoke against the motion. Mr. C. E. de Vos supported the motion.

The Chairman said that if an inquiry is held it should be his duty to do so. The mover agreed to substitute the word "Chairman" for the words "Standing Committee on Sanitation."

Mr. D. I. Durham inquired where and by whom the coolies were paid.

The Chairman replied that they were paid at the Municipal Office by the Shroff.

Mr. D. W. Subasinghe spoke against the motion. He suggested the withdrawal of the motion, and, with the leave of Council, submitting the petition of the coolies to the Chairman to be inquired into.

With the leave of Council the mover withdrew his motion, and presented the petition to the Chairman for inquiry.

(3) This Council do request the Government to make the rice store rooms at the Customs and the Railway Goods Shed rat-proof. Mr. J. E. Perera seconded, and Dr. F. R. Alles supported.

The motion was put to the meeting and carried.

(4) That the conservancy carts used at present be replaced by a better type of vehicle so as to avoid the nuisance caused to the public owing to the present carts being open.

The Chairman stated that the matter has been under consideration by the Works Committee and the investigations were not completed.

With the leave of Council the mover withdrew the motion to be brought up at a future meeting.

(5) That the General Manager of Railways be requested to construct an overhead bridge at the Jail road crossing.

Mr. D. W. Subasinghe seconded.—Carried.

(6) In view of the fact that there are very few public latrines in the town this Council do take steps to place portable latrines in such places where people frequent. The motion was not seconded.

(7) In view of the increasing traffic congestion on the High street buses be diverted along Sea street, and that the Sea street be tarred. Hon. Mr. H. M. Macan Markar, M.L.C., seconded.

Mr. C. L. Wickramasinghe and Mr. J. E. Perera opposed the motion owing to the narrowness of Sea street where it meets the main road.

Mr. F. W. Sproule suggested that the matter be referred to a Special Committee composed of the Chairman, Mr. J. E. Perera, Mr. D. I. Durham, Mr. S. H. Dahanayake and himself for consideration and report.

The mover agreed to the suggestion and with the leave of Council withdrew the motion.

(8) That by the manner in which he has recently conducted himself in certain matters pertaining to this Council the Chairman no longer enjoys the confidence of this Council.

With the leave of Council the mover withdrew the motion.

5. Pursuant to notice, Mr. C. L. Wickramasinghe moved—That the Standing Committee on Works be requested to report on the feasibility of acquiring the marshy land in Kumbalwella along the railway line and filling up the same. The mover explained that the land referred to was to the east of the railway line between Kandewatte road and Hume road about 20 acres in extent. Mr. S. H. Dahanayake seconded.

Mr. C. E. de Vos, Mr. J. E. Perera, and Mr. D. W. Subasinghe also spoke.

The motion was put to the meeting and carried by 7 votes to 3.

6. Pursuant to notice, Mr. C. E. de Vos moved—That the Muslim Association be allowed to construct a tennis court on the vacant ground to the right of the road leading into the new gate, under such conditions as will be approved by the Council.

Mr. D. W. Subasinghe seconded, and Hon. Mr. H. M. Macan Markar supported.—Carried.

(Hon. Mr. H. M. Macan Markar left the meeting at this stage.)

7. Pursuant to notice, Mr. D. W. Subasinghe moved—(1) That the attention of the General Manager be again be drawn to the great inconvenience and annoyance caused to the public by railway gates being closed against traffic for rail motors, and that he be requested to order that gates be not closed till rail motors have come to a halt on the incoming side of a gate, and to close them only when the rail motors are about to start; and further, that if the General Manager declines to accede to this request Government be addressed on the subject, as in the opinion of this Council it is really unnecessary to close railway gates for rail motors.

With the leave of Council the mover substituted the words "does not" for "declines to," and added the words "within a reasonable time" after the word "request." Mr. C. L. Wickramasinghe seconded.

The mover agreed to withdraw the motion and bring it up at the next meeting. The correspondence on the subject to be circulated in the meantime.

(2) That an application be made to Government for a long lease of the vacant walled piece of ground opposite the old Kachcheri, with a view to removing the night soil cart shed from its present site to that spot. The motion was not seconded.

(3) That as two new engines will shortly be installed in the electric power station with the object of providing the whole Municipal area with lights, the Chief Electrical Engineer be requested to take the preliminary work in hand, i.e., the preparation of a scheme showing the new roads in which mains will have to be laid, the number of standards required for each road, and where they should be fixed, the digging of the necessary trenches for laying the mains, and such other work as to him will appear necessary, so that when the new engines are installed lights may be supplied with the least possible delay. Mr. C. E. de Vos seconded.

NOTICE TO MARINERS.

No. 6 of 1928.

CEYLON—COLOMBO HARBOUR.

Experimental Light.

THE Experimental Flashing Light on the Northern Extremity of the Island Breakwater has been removed, and the Fixed Red Light has been replaced.
Previous Notice No. 1 of 1928.

Master Attendant's Office,
Colombo, March 27, 1928.

E. C. STUBBS, Captain, R.N. (Retired),
Master Attendant.

NOTIFICATIONS UNDER "THE PATENTS ORDINANCE, 1906."

THE following Specifications have been accepted:—

No. 2,255 of June 13, 1927 (date applied for under Section 50 of the Ordinance, January 24, 1927).

Thomas McLelland Jackson and White Horse Distillers, Limited.

Improvements in and relating to stoppers for bottles, jars, or like receptacles.

Abstract.—A screw stopper is used. A length of tape passes over the top of the stopper and extends down each side of the bottle neck. The tape is secured by a paper band. Over the tape is a soft metal capsule. When the tape is pulled the paper band and the metal capsule are broken.

The claims are:—

1. A closure or stopper for bottles, jars or like receptacles comprising a screwed stopper designed to engage an external thread upon the bottle, a capsule enclosing said stopper, a flexible body disposed between said capsule and said stopper, and having one end thereof accessible whereby it may be operated to sever said capsule and a band of paper or other material for securing the exposed portion of the tape to the container.

2. A closure or stopper for bottles, jars, or like receptacles as described with reference to the appended drawings. One sheet of drawings.

No. 2,275 of November 14, 1927 (date applied for under Section 50 of the Ordinance, November 19, 1926).

Edward Nekvukke Bythway.

Improvements in and relating to linkwork for reciprocating engines and the like.

Abstract.—A compensating and balancing linkwork is described whereby a constant crank leverage with no dead centering is obtained. A compound lever of arrow head formation is employed, the leg of which is common to both arrow head sides, and the three arms act simultaneously and in unison. The piston is coupled to this leg and the two arms are coupled to a pair of opposed crank pins on the crank shaft.

The claims are:—

1. In linkwork for reciprocating engines and the like of the type herein set forth, the employment of an arrow-head fulcrum lever interposed between a single piston rod and the crank shaft, the piston rod driving on to the leg of the said lever and the two equal arms of the latter being coupled by respective connecting rods to opposed cranks of the crank shaft, substantially as described.

2. Linkwork for reciprocating engines and the like as in Claim 1, wherein the lever or its equivalent is centrally in its base fulcrummed at a point spaced from the central longitudinal line of a cylinder, and by its leg connected to the end of the piston rod, in such a position that when the same is at half-stroke a line between the said fulcrum and piston rod connecting point is perpendicular to the piston rod, whilst the base arms of the said lever are each, by a connecting rod, connected to a crank pin of a two-throw crank shaft, the length of each base arm of the lever being equal to half the length between fulcrum and piston rod connecting point.

3. Linkwork for reciprocating engines and the like as in Claim 1 or 2, wherein one or more supplemental crank shafts are driven simultaneously with the main crank shaft, and actuated also *via* the said linkwork from the piston rod of a single cylinder positioned either horizontally or vertically.

4. Linkwork for reciprocating engines and the like as in Claim 1 or 2, wherein the linkwork is duplicated to rotate a four-throw crank shaft, said duplicated linkwork being actuated by a single piston rod common to both linkworks.

5. Linkwork as in Claim 4, wherein the main levers or legs of the arrow-head lever are each coupled to a block slidable on a guide, said blocks (one of which is coupled to the piston rod) being secured to an endless chain passing over opposed sprocket wheels, to effect the rocking of said main levers in opposite directions.

6. Linkwork as claimed in Claims 4 and 5, wherein, after the removal of a pair of oppositely disposed connecting rods, the remaining rods and linkwork function as for operating a two-throw crank shaft at 180 degrees without necessitating adjustment of angle.

7. A modification of the linkwork as claimed in Claims 4 and 5, wherein the four-throw crank shaft is divided and detachably connected together to allow, after the removal of one pair of connecting rods, of the setting of the crank parts to accommodate the linkwork functioning as for operating a two-throw crank shaft.

8. Linkwork for reciprocating engines and the like as in Claim 1 or 2, wherein two separated and independent crank shafts are simultaneously driven, *via* the said linkwork from the piston rod of a single cylinder positioned either horizontally or vertically.

9. Linkwork for reciprocating engines and the like substantially as herein described and with reference to any of the figures of the accompanying sheets of drawings.

Five sheets of drawings.

NORMAN RAE,
Registrar of Patents.

ROAD COMMITTEE NOTICES.

Nugatenna-Deanstone Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the said road, as follows:—

(Estimate No. D 102, sanctioned October 21, 1927.)

Government moiety .. Rs. 2,400·00
Private contributions .. Rs. 2,424·00

1st to 5th section, 2½ miles.

Total acreage, 5,331—Moiety of cost, Rs. 1,268·55—
Sectional rate, ·23795c.—Total rate, ·23795c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
The Ceylon Amalgamated Co., Ltd. (J. M. Robertson & Co.)	.. Nugagalla	.. 222 ..	52 83

1st to 8th section, 3½ miles.

Total acreage, 5,109—Moiety of cost, Rs. 634·27—
Sectional rate, ·12414c.—Total rate, ·36209c.

Geo. Johnstone	.. Nawangalla	.. 304 ..	110 8
----------------	---------------	-----------	-------

1st to 10th section, 4·77 miles.

Total acreage, 4,805—Moiety of cost, Rs. 517·55—
Sectional rate, ·10771c.—Total rate, ·46980c.

Kobonella Co. of Ceylon, Ltd. (J. G. Horsfall)	.. Meemunugala	.. 537 ..	252 29
Do.	.. Deanstone	.. 576 ..	270 61
Ceylon Amalgamated Co. (J. M. Robertson & Co.)	Hare Park	.. 454 ..	213 30
Kobonella Co. of Ceylon, Ltd. (J. G. Horsfall)	.. Kobonella	.. 718 ..	337 33
Kana Luna Meeya Palle	Fincham's Land No. 1	.. 96 ..	45 10
Puncha, Vidane Duraya	Fincham's Land No. 2	.. 31½ ..	14 80
Ceylon Amalgamated Co., J. M. Robertson & Co. (J. G. Horsfall)	.. Ensalwatta	.. 265½ ..	124 74
Do.	.. Dehigolla	.. 475 ..	223 16
Do.	.. Loolowatta	.. 309 ..	145 17
S. P. Santhiveeram and M. Aiyasamy	.. Seeacumbura	.. 31 ..	14 57
Ceylon Amalgamated & Co.	.. Yahangalla	.. 80 ..	37 59
Messrs. Lipton, Ltd. (H. S. Hurst)	.. St. Martin's	1,232 ..	578 80
Total			2,420 37

N.B.—Private contribution	..	2,424 0
Deduct unexpended balance, 1926-27	..	3 63
		2,420 37

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 30, 1928.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, March 17, 1928. Chairman.

Darrowella-Annfield Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the District interested, as follows:—

(Estimate No. D 186, sanctioned on November 30, 1927.)

Government moiety .. Rs. 1,800·00
Private contributions .. Rs. 1,818·00

1st section, 32·85 lines.

Total acreage, 2,954—Moiety of cost, Rs. 323·10—
Sectional rate, ·10937c.—Total rate, ·10937c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
N. G. Campbell	.. Darrowella	.. 697 ..	76 24

1st to 2nd section, 1 mile 17·65 lines.

Total acreage, 2,257—Moiety of cost, Rs. 369·82—
Sectional rate, ·16385c.—Total rate, ·27322c.

Carson & Co.	.. Hadley	.. 228 ..	62 30
--------------	-----------	-----------	-------

1st to 3rd section, 1 mile 32·56 lines.

Total acreage, 2,029—Moiety of cost, Rs. 146·64—
Sectional rate, ·07227c.—Total rate, ·34549c.

M. L. Wilkins	.. Invery and Waterloo	.. 513 ..	177 24
R. C. Scott	.. Ottery, No. 1	242 ..	83 61

1st to 4th section, 2 miles 19·07 lines.

Total acreage, 1,274—Moiety of cost, Rs. 386·65—
Sectional rate, ·30349c.—Total rate, ·64898c.

R. C. Scott	.. Ottery	.. 140 ..	90 86
-------------	-----------	-----------	-------

(Stamford Hill Division.)

1st to 5th section, 2 miles 31·84 lines.

Total acreage, 1,134—Moiety of cost, Rs. 125·60—
Sectional rate, ·11075c.—Total rate, ·75973c.

A. G. Johnstone	.. St. Ley's	.. 130 ..	98 77
-----------------	--------------	-----------	-------

1st to 6th section, 3·50 miles.

Total acreage, 1,004—Moiety of cost, Rs. 465·84—
Sectional rate, ·46398c.—Total rate, 1·22371c.

H. B. Daniel (Agent)	.. Annfield	.. 284 ..	347 50
George Steuart & Co.	.. Roscrea and Dorothea	.. 213 ..	260 65
H. M. McLeod	.. Erlsmere	.. 170 ..	208 4
Vogan Tea Company (Lee, Hedges & Co., Agents)	.. Stamford Hill	135 ..	165 20
Do.	.. Barkindale	.. 81 ..	99 13
H. B. Daniel (Agent)	.. Kinloch	.. 121 ..	148 7

Total .. 1,817 61

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 30, 1928.

N.B.—Private contributions	..	1,818 0
Unexpended balance 1926-27..	..	0 37
		1,817 61

Deduct	..	0 2
		1,817 61

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, March 17, 1928. Chairman.

Bathford Valley Branch Road.

(Between Dikoya Post Office and Tillyrie Stores.)

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, No. 14 of 1896," have assessed the proportion due by each estate interested in the road, as follows:—

(Estimate No. D 180, sanctioned on November 30, 1927.)

Government contribution .. Rs. 3,200·00
Private contributions .. Rs. 3,232·00

1st section, 1 mile.

Total acreage, 8,543—Moiety of cost, Rs. 483·35—
Sectional rate, ·05657c.—Total rate, ·05657c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Anglo-Ceylon and General Estates Co.	Darawella	697	39 44
Battalgalla Tea Estates Company	Hadley	228	12 90
Scottish Ceylon Tea Company, Limited	Invery	306	17 32
Vogan Tea Company	Stamford Hill	135	7 65
Scottish Ceylon Tea Company, Limited	Waterloo	207	11 72
H. B. Daniell	Annfield	284	16 7
Do.	Kinloch	121	6 85
R. C. Scott	Ottery	382	21 62
H. M. McLeod	Erlsmere	170	9 63
George Steuart & Co.	Roscrea and Dorothea	213	12 5
A. G. Johnstone	St. Ley's	130	7 36

1st to 2nd section, 2 miles.

Total acreage, 5,670—Moiety of cost, Rs. 483·35—
Sectional rate, ·08524c.—Total rate, ·14181c.

Wannarajah Tea Company of Ceylon, Ltd. .. Menikwatta .. 478 .. 67 80

1st to 3rd section, 3 miles.

Total acreage, 5,192—Moiety of cost, Rs. 483·35.
Sectional rate, ·09309c.—Total rate, ·23490c.

Battalgalla Tea Estates Co.	Battalgalla	444	104 30
Lanka Tea Estates Co.	Fordyce Group	954	224 10
Vogan Tea Estates Company	Barkindale	81	19 4

1st to 4th section, 4 miles.

Total acreage, 3,713—Moiety of cost, Rs. 483·35—
Sectional rate, ·13017c.—Total rate, ·36507c.

Chas. Mackwood & Co.	Bathford	220	80 33
Hornsey Tea Estates Company, Limited	Hornsey	251	91 64

1st to 5th section, 5 miles.

Total acreage, 3,242—Moiety of cost, Rs. 483·35—
Sectional rate, ·14909c.—Total rate, ·51416c.

Whittall & Co.	Ingestre	732	376 37
Hornsey Tea Estates Company, Limited	Abercairney	222	114 15
C. Mackwood & Co.	Berat	227	116 72
Mrs. F. A. Davis	Blinkbonnie	223	114 66

1st to 7th section, 6·60 miles.

Total acreage, 1,838—Moiety of cost, Rs. 773·40—
Sectional rate, ·42078c.—Total rate, ·93494c.

The Ceylon Tea Plantation Company, Limited	Tillyrie	772	721 78
South Wannarajah Co.	Poyston	322	301 5
The Robgill Tea Co., Ltd.	Bon Accord Robgill and Singarawatta	744	695 60
Total			3,190 15

	Rs. c.	Rs. c.
N.B.—Private contribution		3,232 0
Unexpended balance, 1926-27	0 42	
Excess amount paid by Menikwatta estate last year	41 43	
		41 85
		3,190 15

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 30, 1928.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, March 17, 1928. Chairman.

Duckwari-Cottaganga Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district to make up the private contributions, as follows:—

(Estimate No. D 101, sanctioned October 21, 1927.)

Government moiety .. Rs. 675·00
Private contributions .. Rs. 681·75

1st section, ½ mile.

Total acreage, 2,575—Moiety of cost, Rs. 177·87—
Sectional rate, ·06907c.—Total rate, ·06907c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
Rangalla Consolidated (E. S. Wilson)	Ranwella	200	13 82

1st and 2nd sections, 1 mile.

Total acreage, 2,375—Moiety of cost, Rs. 177·87—
Sectional rate, ·07489c.—Total rate, ·14396c.

Girindiella Tea Co. (E. R. Cox)	New Tunisgalla	415	59 75
---------------------------------	----------------	-----	-------

1st to 4th section, 1½ miles.

Total acreage, 1,960—Moiety of cost, Rs. 266·79—
Sectional rate, ·13611c.—Total rate, ·28007c.

Galaha and Ceylon Tea and Agency Co (C. H. Todd)	Cottaganga	612	171 41
Gordon Frazer & Co., Ltd. (J. D. Morrison)	Gonawela	560	156 84
Girindiella Tea Co. (E. R. Cox)	Girindiella	351	98 31
D. O'Connell and E. L. S. Agar (A. W. Maddock)	Tunisgala	437	122 40
Total			622 53

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 30, 1928.

N.B.—Private contribution		681 75
Unexpended balance on September 30, 1927—		
Maintenance	Rs. 3 1	
Bridges	Rs. 56 21	
		59 22
Amount to be recovered on account 1927-28		622 53

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, March 17, 1928. Chairman.

Kadugannawa-Alagalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate interested in the road to make up the private contribution:—

(Estimate No. D 89 of November 3, 1927.)

Government moiety	..	Rs. 3,000.00
Private contributions	..	Rs. 3,030.00

1st section, 1 mile.

Total acreage, 3,154½—Moiety of cost, Rs. 541.37—
Sectional rate, .17161c.—Total rate, .17161c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
D. C. Wijewardena	.. Mount Colville	21½ ..	3 69
W. C. Dias	.. Maligatenna..	51½ ..	8 84

1st to 3rd section, 3 miles.

Total acreage, 3,081½—Moiety of cost, Rs. 1,082.75—
Sectional rate, .35137c.—Total rate, .52298c.

Felix Dias	..	Kumaragala..	142	..	74	27
------------	----	--------------	-----	----	----	----

1st to 4th section, 4 miles.

Total acreage, 2,939½—Moiety of cost, Rs. 541.37—
Sectional rate, .18417c.—Total rate, .70715c.

H. P. & L. P. Rudd (S. R. Hamer)	..	Beltoff	..	157	..	111	3
----------------------------------	----	---------	----	-----	----	-----	---

1st to 5th section, 5 miles.

Total acreage, 2,782½—Moiety of cost, Rs. 541.38—
Sectional rate, .19456c.—Total rate, .90171c.

P. J. Benwell (W. R. Hancock)	..	Andiatenna	..	200	..	180	35
Tismode Estates Co. (W. R. Hancock)	..	Tismode and Seafield	..	460	..	414	79
Allagalla Tea & Rubber Co. (R. Wilkins)	..	Alagalla	..	871½	..	785	85
Eastern Produce & Estates Co., Ltd. (A. M. Macneill)	..	Kirimittia and Peak	..	971	..	875	57
W. A. B. Soysa	..	Oolanakanda	..	175	..	157	80
Heirs of H. W. Garvin & J. G. Cruiskshank (N. H. G. Campbell)	..	Kottegodde	..	105	..	94	68
						2,706	87

Rs. c.

N.B.—Private contributions 3,030 0

Deduct unexpended balance, 1926–27.. 285 45

Ditto widening 37 68

323 13

2,706 87

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 30, 1928.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, March 17, 1928.

Branch Road from Maskeliya to Moray.

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 roads, as follows:—

(Estimate No. D 181, sanctioned on November 30, 1927.)

Government moiety	..	Rs. 1,715.00
Private contributions	..	Rs. 1,732.15

1st to 2nd section, 47.46 lines.

Total acreage, 6,101—Moiety of cost, Rs. 518.31—
Sectional rate, .08495c.—Total rate, .08495c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
Geo. Stuart & Co.	.. Kintyre	.. 288 ..	24 47
Do.	.. Bitterne	.. 169 ..	14 36
Gordon Frazer & Co.	.. Rikarton and Leaston	.. 596 ..	50 64

1st to 3rd section, 64.88 lines.

Total acreage, 5,048—Moiety of cost, Rs. 190.34—
Sectional rate, .03770c.—Total rate, .12265c.

A. N. Greig	..	Laxapana, York, and John's Land	866	..	106	22	
The Laxapana Tea Co.	..	Blantyre	..	239	..	29	32
Do.	..	St. Andrew's	..	321	..	39	38
C. Johnson	..	Dalhousie	..	289	..	35	45
Do.	..	Situlaganga	..	143	..	17	54
A. N. Greig	..	Suluganga	..	155	..	19	2

1st to 4th section, 117.68 lines.

Total acreage, 3,035—Moiety of cost, Rs. 576.63—
Sectional rate, .18999c.—Total rate, .31264c.

E. H. Etches	..	Forres	..	387	..	121	0
--------------	----	--------	----	-----	----	-----	---

1st to 5th section, 158.40 lines.

Total acreage, 2,648—Moiety of cost, Rs. 444.65—
Sectional rate, .16791c.—Total rate, .48055c.

Uplands Tea Estates Co.	..	Moray and Valladoid	..	461	..	221	54
Do.	..	Geddes	..	198	..	95	15
Do.	..	Corfu	..	187	..	89	87
Do.	..	Rajamalle	..	212	..	101	88
L. Elwell	..	Gatmore Group, Larchfield, Gartmore, Bevys, and Frogmore	..	848	..	407	52
Shaw, Wallace & Co.	..	Adam's Peak	..	742	..	356	57

Total .. 1,729 93

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 30, 1928.

	Rs. c.
N.B.—Private contributions on maintenance estimate	.. 1,732 15
Unexpended balance maintenance 1926–27	.. 2 22
	1,729 93

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, March 19, 1928.

Brownlow-Lucecombe 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 183, sanctioned November 30, 1927.)

Government moiety	..	Rs. 1,640·00
Private contributions	..	Rs. 1,656·40

1st section, 35·20 lines.

Total acreage, 3,927—Moiety of cost, Rs. 284·67—
Sectional rate, ·07249c.—Total rate, ·07249c.

	Estates.	Acreage.	Rs. c.
Proprietors or Agents.			Amount.
George Steuart & Co.	.. Kyntyre	.. 288	.. 20 88

1st to 2nd section, 66·00 lines.

Total acreage, 3,639—Moiety of cost, Rs. 249·02—
Sectional rate, ·06843c.—Total rate, ·14092c.

George Steuart & Co.	.. Bitterne	.. 169	.. 23 82
----------------------	-------------	--------	----------

1st to 3rd section, 86·40 lines.

Total acreage, 3,470—Moiety of cost, Rs. 164·76—
Sectional rate, ·04748c.—Total rate, ·18840c.

George Steuart & Co.	.. Gangawatta	.. 186	.. 35 5
C. Hood	.. Kelaniya	.. 351	.. 66 13

1st to 4th section, 127·60 lines.

Total acreage, 2,933—Moiety of cost, Rs. 333·22—
Sectional rate, ·11361c.—Total rate, ·30201c.

Lewis Brown & Co.	.. Mousakele	.. 278	.. 83 96
Gordon Frazer & Co. Ltd.	.. Ricarton and Leaston	.. 596	.. 180 0

1st to 5th section, 158·40 lines.

Total acreage, 2,059—Moiety of cost, Rs. 249·01—
Sectional rate, ·12093c.—Total rate, ·42294c.

Miss V. N. Hood	.. Ekolsund	.. 305	.. 129 0
-----------------	-------------	--------	----------

1st to 6th section, 184·80 lines.

Total acreage, 1,754—Moiety of cost, Rs. 213·35—
Sectional rate, ·12163c.—Total rate, ·54457c.

Lewis Brown & Co.	.. Nyanza	.. 394	.. 214 57
-------------------	-----------	--------	-----------

1st to 7th section, 204·34 lines.

Total acreage, 1,360—Moiety of cost, Rs. 157·80—
Sectional rate, ·11602c.—Total rate, ·66059c.

Whittall & Co.	.. Rutherford	.. 276	.. 182 33
Do.	.. Lucecombe and Heathfield	.. 478	.. 315 77
Lambert L. Piñris	.. Hapugastenne	.. 606	.. 400 32
			Total .. 1,651 83

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 30, 1928.

	Rs. c.	Rs. c.
N.B.—Private contributions	..	1,656 40
Unexpended balance on maintenance estimate	..	4 21
Unexpended balance on flood damages	..	0 36
		4 57
		<u>1,651 83</u>

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, March 19, 1928.

Maskellya-Crudon 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 182, sanctioned November 30, 1927.)

Government moiety	..	Rs. 2,950·00
Private contributions	..	Rs. 2,979·50

1st section, 27·68 lines.

Total acreage, 4,619—Moiety of cost, Rs. 432·81—
Sectional rate, ·09370c.—Total rate, ·09370c.

Proprietors or Agents.	Estates.	Acreage.	Rs. c.
J. M. Robertson & Co.	.. Glentilt	.. 448	.. 41 98
Sir Thomas Lipton	.. Bunyan	.. 298	.. 27 93
Do.	.. Ovoca	.. 255	.. 23 90
G. B. de Mowbray	.. Dotale	.. 108	.. 10 12

1st to 2nd section, 80·84 lines.

Total acreage, 3,510—Moiety of cost, Rs. 825·50—
Sectional rate, ·23518c.—Total rate, ·32888c.

Bois Bros. & Co.	.. Queensland	.. 281	.. 92 42
------------------	---------------	--------	----------

1st to 4th section, 159·70 lines.

Total acreage, 3,229—Moiety of cost, Rs. 1,238·56—
Sectional rate, ·38357c.—Total rate, ·71245c.

Whittall & Co.	.. Broomfield	.. 262	.. 186 66
Do.	.. Mottingham	.. 258	.. 183 82
L. A. Wright	.. Dunnottar	.. 187	.. 133 23
Colombo Commercial Co., Ltd.	.. Emelina	.. 205	.. 146 5
Whittall & Co.	.. Brunswick	.. 256	.. 182 39
Do.	.. Caskieben	.. 206	.. 146 77
J. M. Robertson & Co.	.. Midlothian	.. 244	.. 173 84
Do.	.. Mocha	.. 588	.. 418 92

1st to 6th section, 190·08 lines.

Total acreage, 1,023—Moiety of cost, Rs. 475·01—
Sectional rate, ·46433c.—Total rate, 1·17678c.

J. M. Robertson & Co.	.. Deeside	.. 441	.. 518 96
Geo. Steuart & Co.	.. Glenugie	.. 377	.. 443 65
Do.	.. Bargrove	.. 205	.. 241 24
			Total .. 2,971 88

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 30, 1928.

	Rs. c.
N. B.—Private contributions	.. 2,979 50
Unexpended balance, 1926-27	.. 7 62
Amount to be recovered on account 1927-28	.. 2,971 88

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, March 19, 1928.

Norwood-Upcot Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 184 of November 30, 1927.)

Government moiety .. Rs. 5 450.00
Private contributions .. Rs. 5,504.50

1st and 2nd sections, 1½ miles.

Total acreage, 6564—Moiety of cost, Rs. 865.90—
Sectional rate, .13191c.—Total rate, .13191c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
M. Elton Lane	.. Haloowella	.. 244	.. 32 20

1st to 5th section, 3½ miles.

Total acreage, 6,320—Moiety of cost, Rs. 1,731.80—
Sectional rate, .27401c.—Total rate, 40592c.

J. M. Robertson & Co. Lanka and Craig-hill	..	204	.. 82 82
--	----	-----	----------

1st to 6th section, 4 miles.

Total acreage, 6,116—Moiety of cost, Rs. 173.18—
Sectional rate, .02831c.—Total rate, .43423c.

R. Cotesworth	.. Stockholm	.. 283	.. 122 90
Do.	.. Lower Cruden	.. 194	.. 84 26

1st to 7th section, 4½ miles.

Total acreage, 5,639—Moiety of cost, Rs. 519.54—
Sectional rate, .09213c.—Total rate, .52636c.

Geo. Steuart & Co.	.. Mahagala	.. 290	.. 152 66
--------------------	-------------	--------	-----------

1st to 8th section, 5½ miles.

Total acreage, 5,349—Moiety of cost, Rs. 519.54—
Sectional rate, .09712c.—Total rate, .62348c.

Geo. Steuart & Co.	.. Mahanilu	.. 290	.. 180 82
--------------------	-------------	--------	-----------

1st to 9th section, 6 miles.

Total acreage, 5,059—Moiety of cost, Rs. 346.36—
Sectional rate, .06846c.—Total rate, .69194c.

Harrisons and Crosfield, Kinchora	..	245	.. 169 54
-----------------------------------	----	-----	-----------

1st to 10th section, 6½ miles.

Total acreage, 4,814—Moiety of cost, Rs. 519.54—
Sectional rate, .10792c.—Total rate, .79986c.

Geo. Steuart & Co.	.. Gouravilla	.. 705	.. 563 91
--------------------	---------------	--------	-----------

Ceylon Tea Plantations

Company	.. Alton	.. 225	.. 179 98
---------	----------	--------	-----------

Do.	.. Beaconsfield	.. 168	.. 134 40
-----	-----------------	--------	-----------

Geo. Steuart & Co.	.. Minna	.. 277	.. 221 48
--------------------	----------	--------	-----------

1st to 12th section, 79/10 miles.

Total acreage, 3,439—Moiety of cost, Rs. 796.62—
Sectional rate, .23164c.—Total rate, 1.03150c.

Mackwoods, Ltd.	.. Scarborough	.. 276	.. 284 71
-----------------	----------------	--------	-----------

Geo. Steuart & Co.	.. Ormidale	.. 350	.. 361 4
--------------------	-------------	--------	----------

Do.	.. Anandale	.. 296	.. 305 34
-----	-------------	--------	-----------

Do.	.. Cleveland	.. 340	.. 350 72
-----	--------------	--------	-----------

Rosehaugh Tea Co.	.. Caledonia & Meeriacotta	.. 409	.. 421 90
-------------------	----------------------------	--------	-----------

Fairlawn Estates Co.	.. Suriakanda	.. 221	.. 227 98
----------------------	---------------	--------	-----------

Do.	.. Fairlawn	.. 297	.. 306 37
-----	-------------	--------	-----------

Do.	.. Glencoe (Bargany)	.. 208	.. 214 56
-----	----------------------	--------	-----------

Scottish Ceylon Tea Company	.. Mincing lane	.. 194	.. 200 13
-----------------------------	-----------------	--------	-----------

George Steuart & Co., Agents (R. J. Austin)	.. Ladbroke	.. 208	.. 214 56
---	-------------	--------	-----------

Ceylon Tea Plantations Company	.. Upcot	.. 232	.. 239 32
--------------------------------	----------	--------	-----------

Geo. Steuart & Co.	.. Strathspey	.. 231	.. 238 29
--------------------	---------------	--------	-----------

Scottish Ceylon Tea Co.	.. Blairavon	.. 177	.. 182 59
-------------------------	--------------	--------	-----------

Total .. 5 472 48

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

	Rs.	c.
N.B.—Private contributions ..	..	5,504 50
Unexpended balance, 1926-27—	Rs c.	
Maintenance ..	9 31	
Flood damages ..	22 71	
		32 2
		5,472 48

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, March 20, 1928. Chairman.

Barnagala-Pen-y-lan Estate Cart Road.

NOTICE is hereby given that the Local Committee having submitted an estimate for Rs. 1,200 for rebuilding culvert No. 15, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," will on Saturday, April 14, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution of Rs. 1,200:—

1st to 3rd section, 2 miles 12 chains

Proprietors or Agents.	Estates.	Acreage.
C. A. Laing ..	.. Mossville	.. 919½
Gordon Frazer & Co. (H. F. C. Philips) ..	.. Pen-y-lan	.. 980
H. W. Malcomson ..	.. Kellie Group	.. 2,241
E. H. Simpson (W. F. Carter) ..	.. Tamaravelly	.. 1,404½
C. A. Laing ..	.. Malgolla	.. 302
George Steuart & Co. (C. A. Johnson) ..	.. Cattarem	.. 668
H. Wiggin ..	.. Doteloya	.. 1,744
U. P. A. de Silva ..	.. Kitulgala	.. 66

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, March 26, 1928. Chairman.

Barnagala-Pen-y-lan Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Estate Roads Ordinance, 1902," will on Saturday, April 14, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety ..	Rs. 1,000
Private contributions ..	Rs. 1,942

1st to 3rd section, 2 miles 12 chains.

Proprietors or Agents.	Estates.	Acreage.
C. A. Laing ..	.. Mossville	.. 919½
Gordon Frazer & Co. (H. F. C. Philips) ..	.. Pen-y-lan	.. 980
H. W. Malcomson ..	.. Kellie Group	.. 2,241
E. H. Simpson (W. F. Carter) ..	.. Tamaravelly	.. 1,404½
C. A. Laing ..	.. Malgolla	.. 302
George Steuart & Co. (C. A. Johnson) ..	.. Cattarem	.. 668
H. Wiggin ..	.. Doteloya	.. 1,744
U. P. A. de Silva ..	.. Kitulgala	.. 66

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office,
Kandy, March 26, 1928. Chairman.

Kadugannawa-Alagalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for flood damages to culverts on the above road, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, May 12, 1928, at 9.45 A.M., at their office at Kandy, proceed to assess the under-mentioned estates to make up the private contributions:—

Government moiety	..	..	Rs. 337.50
Private contributions	...	..	Rs. 345.93

Proprietors or Agents.	Estates.	Acreage.	Assessment.
D. C. Wijewardene	.. Mount Colville	.. 21½	
W. C. Dias	.. Maligatenna	.. 51½	
Felix Dias	.. Kumaragala	.. 142	
H. P. & L. P. Rudd (S. R. Hamer)	.. Beltoff	.. 157	
P. J. Benwell (W. R. Hancock)	.. Andiatenna	.. 200	
Tismode Estates Co. (W. R. Hancock)	.. Tismode & Seafield	460	
Allagala Tea and Rubber Co. (R. Wilkins)	.. Alagalla	.. 871½	
Eastern Produce & Estates Co., Ltd. (A. M. Macneill)	.. Kirimittia & Peak	971	
W. A. B. Soysa	.. Oolankanda	.. 175	
Heirs of H. W. Garvin & J. G. Crushank (N. H. G. Campbell)	.. Kottegodde	.. 105	

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,
Provincial Road Committee's Office, Chairman.
Kandy, March 27, 1928.

Deniyaya-Hayes Branch Road, 1927-28.

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 Deniyaya-Hayes Branch road during 1927-28, the Provincial Road Committee of the Southern Province, acting under the provisions of "The Branch Roads Ordinance, No. 14 of 1896," as amended by Ordinance No. 9 of 1907, have assessed the proportion due by each estate in the district interested in the maintenance of the said road, as follows:—

Estimate D 209 of 1927-28.

Maintenance of Deniyaya-Hayes Branch Road.		
Government moiety	..	Rs. 7,000.00
Private contribution	..	Rs. 7,105.00
Less unexpended balance of previous years	..	1.66
To be recovered	..	Rs. 7,103.34

1st section, 1 mile.

Total acreage, 6,343½—Moiety of cost, Rs. 703.30—
Sectional rate, 11.0869c.—Total rate, 11.0869c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.
The Deniyaya Tea and Rubber Estates Co., Ltd., Agents (Brook Bond & Co.)	.. Deniyaya	.. 624½	.. 69 27

1st and 2nd sections, 2 miles.

Total acreage, 5,718½—Moiety of cost, Rs. 703.30—
Sectional rate, 12.2981c.—Total rate, 23.385c.

W. A. Sandiris de Silva	Kekunahena	.. 80	.. 3 98
W. A. Akolis Silva (W. A. Sandiris Silva)	.. do.	.. —	.. 3 98

Proprietors or Agents.	Estates.	Acreage.	Assessment.
W. A. Thepanis Silva (W. A. Kovis Appu)	Kekunahena	.. —	.. 2 53
R. K. P. de Silva	.. do.	.. —	.. 1 99
D. O. Kulasuriya (R. K. P. de Silva)	.. do.	.. —	.. 4 52
D. M. Rajapakse	.. do.	.. —	.. 1 17
D. K. Dias Appu	.. do.	.. —	.. 0 54
D. Asirvatham	.. Tenipitiya	.. 49	.. 11 46

1st to 3rd section, 3 miles.

Total acreage, 5,589½—Moiety of cost, Rs. 703.30—
Sectional rate, 12.582c.—Total rate, 35.967c.

The Deniyaya Tea & Rubber Estates Co., Ltd., Agents (Brook Bond & Co.)	.. Downside	.. 204	.. 73 37
--	-------------	--------	----------

1st to 4th section, 4 miles.

Total acreage, 5,385½—Moiety of cost, Rs. 703.30—
Sectional rate, 13.0585c.—Total rate, 49.0255c.

Handford Estates Co. (George Steuart & Co.)	Handford	.. 765	.. 375 4
---	----------	--------	----------

1st to 6th section, 6 miles.

Total acreage, 4,620½—Moiety of cost, Rs. 1,406.60—
Sectional rate, 34.4409c.—Total rate, 79.7672c.

The Diviturai Tea and Rubber Co., Ltd. (Agents, George Steuart & Co.)	.. Anningkanda	.. 777½	.. 618 5
---	----------------	---------	----------

1st to 7th section, 7 miles.

Total acreage, 3,843—Moiety of cost, Rs. 703.30—
Sectional rate, 18.3008c.—Total rate, 97.7672c.

W. A. Elias Appu	.. Marahena No. 1	.. 52	.. 50 94
W. Denoris Silva	.. Marahena No. 2	.. 35	.. 34 22
A. D. S. Weerasinghe	.. Marahena No. 3	.. 40	.. 39 11
W. Denoris Silva	.. Iluktenna	.. 36	.. 35 20
Do.	.. Puhulhenakanda	.. 30	.. 29 33

1st to 8th section, 8 miles.

Total acreage, 3,650—Moiety of cost, Rs. 703.30—
Sectional rate, 19.2685c.—Total rate, 117.0357c.

Liptons, Limited	.. Panilkanda	.. 844	.. 987 78
------------------	---------------	--------	-----------

1st to 10.1 section, 10.1 miles.

Total acreage, 2,806—Moiety of cost, Rs. 1,476.94—
Sectional rate, 52.6351c.—Total rate, 169.6708c.

K. C. A. de Silva	.. Upton	.. 193	.. 327 46
Haydella Tea & Rubber Co., Ltd. (Whittal & Co.)	.. Hayes	.. 1,653	.. 2,804 66
Haydella Tea & Rubber Co., Ltd. (Lessee, V. M. Nagalingam)	.. Gongalla	.. 574	.. 973 91
E. C. Goonetilleke	.. Longford	.. 257	.. 436 5
M. S. Furlong	.. Dambahena	.. 129	.. 218 88
			Total .. 7,103 34

Which sums the proprietors, managers, and agents of the several estates are hereby required to pay into the Colonial Treasury on or before April 30, 1928.

L. W. C. SCHRAEDER,
Provincial Road Committee, Chairman.
Galle, March 20, 1928.

Deniyaya-Hayes Branch Road, 1927-28.

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 construction of two sets of cooly lines on the Deniyaya-Hayes Branch road during 1927-28, the Provincial Road Committee of the Southern Province, acting under the provisions of "The Branch Roads Ordinance, No. 14 of 1896," as amended by Ordinance No. 9 of 1907, have assessed the proportion due by each estate in the district interested in the said road, as follows:—

Estimate 170 of 1927-28.

Cooly lines, Deniyaya-Hayes Branch road.

Government moiety	..	Rs. 5,000
Private contribution	..	Rs. 5,225

Total .. Rs. 10,225

1st section, 1 mile.

Total acreage, 6,343½—Moiety of cost, Rs. 517·33—
Sectional rate, 8·1553c.—Total rate, 8·1553c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.	Rs.	c.
The Deniyaya Tea and Rubber Estates Co., Ltd., Agents (Brook Bond & Co.)	.. Deniyaya	.. 624½	..	50	95

1st and 2nd section, 2 miles.

Total acreage, 5,718½—Moiety of cost, Rs. 517·33—
Sectional rate, 9·0462c.—Total rate, 17·2015c.

W. A. Sandiris de Silva Kekunahena	..	80	..	2	92
W. A. Akolis Silva (W. A. Sandiris Silva)	do.	..	..	2	92
W. A. Thepanis Silva (W. A. Kovis Appu)	do.	..	..	1	86
R. K. P. de Silva	..	..	..	1	47
D. O. Kulasuriya (R. K. P. de Silva)	..	..	..	3	32
D. M. Rajapakse	..	..	..	0	86
D. K. Dias Appu	..	..	..	0	41
D. Asirvatham	.. Tenipitiya	.. 49	..	8	43

1st to 3rd section, 3 miles.

Total acreage, 5,589½—Moiety of cost, Rs. 517·33—
Sectional rate, 9·255c.—Total rate, 26·4566c.

The Deniyaya Tea and Rubber Estates Co., Ltd., Agents (Brook Bond & Co.)	.. Downside	.. 204	..	53	97
--	-------------	--------	----	----	----

1st to 4th section, 4 miles.

Total acreage, 5,385½—Moiety of cost, Rs. 517·33—
Sectional rate, 9·6055c.—Total rate, 36·062c.

Proprietors or Agents.	Estates.	Acreage.	Assessment.	Rs.	c.
Handford Estates Co., Ltd., George Steuart & Co.)	.. Handford	.. 765	..	275	88

1st to 6th section, 6 miles.

Total acreage, 4,620½—Moiety of cost, Rs. 1,034·65—
Sectional rate, 22·391c.—Total rate, 58·453c.

The Diviturai Tea and Rubber Co., Ltd., Agents (George Steuart & Co.)	.. Anningkanda	.. 777½	..	454	62
---	----------------	---------	----	-----	----

1st to 7th section, 7 miles.

Total acreage, 3,843—Moiety of cost, Rs. 517·33—
Sectional rate, 13·4616c.—Total rate, 71·9146c.

W. A. Elias Appu	.. Marahena No. 1	52	..	37	40
W. Denoris Silva	.. Marahena No. 2	35	..	25	17
A. D. S. Weerasinghe	.. Marahena No. 3	40	..	28	77
W. Denoris Silva	.. Iluktenna	.. 36	..	25	89
Do.	.. Puhulhenakanda	30	..	21	58

1st to 8th section, 8 miles.

Total acreage, 3,650—Moiety of cost, Rs. 517·33—
Sectional rate, 14·1734c.—Total rate, 86·088c.

Liptons, Limited	.. Panilkanda	.. 844	..	726	58
------------------	---------------	--------	----	-----	----

1st to 10·1 sections, 10·1 miles.

Total acreage, 2,806—Moiety of cost, Rs. 1,086·37—
Sectional rate, 38·716c.—Total rate, 124·804c.

K. C. A. de Silva	.. Upton	.. 193	..	240	87
Haydella Tea & Rubber Co., Ltd. (Whittall & Co.)	.. Hayes	.. 1,653	..	2,063	1
Haydella Tea & Rubber Co., Ltd. (Lessee, V. M. Nagalingam)	.. Gongalla	.. 574	..	716	37
E. C. Goonetillake	.. Longford	.. 257	..	320	75
M. S. Furlong	.. Dambahena	.. 129	..	161	0

Total .. 5,225 0

Which sums the proprietors, managers, and agents of the several estates are hereby required to pay into the Colonial Treasury on or before April 30, 1928.

L. W. C. SCHBADER,
Provincial Road Committee,
Galle, March 20, 1928. Chairman.

TRADE MARKS NOTICES.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7, with an uncanceled stamp of Rs. 30 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. 4,008.

(2) Date of Receipt: October 13, 1927.

(3) Applicant (Proprietor of the Trade Mark): GOKALCHAND TARACHAND and HUKAMCHAND, traders as GOKALCHAND TARACHAND and SON, Bunder road, Karachi, India; Wholesale Foreign Wines and Liquor Merchants and Importers.

(4) Address for service in the Island, if any: C/o Van Cuylenberg & de Witt, 12, Gaffoor building, Fort, Colombo.

(5) Class: 43.

(6) Goods: Whisky.

(7) Representation of the Trade Mark:



Registration shall give no right to the exclusive use of the word "JARDIN'S."

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 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. 4,069.

(2) Date of Receipt : November 26, 1927.

(3) Applicant (Proprietor of the Trade Mark) : I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a Company registered under the laws of Germany as a joint stock company), Frankfurt a/Main, Germany ; Manufacturers and Merchants.

(4) Address for service in the Island, if any : C/o F. J. & G. de Saram, Colombo.

(5) Class : 4.

(6) Goods : Raw or partly prepared vegetable, animal, and mineral substances used in manufactures, not included in other classes.

(7) Representation of the Trade Mark :



Registrar-General's Office,
Colombo, March 28, 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. 4,160.

(2) Date of Receipt : February 16, 1928.

(3) Applicant (Proprietor of the Trade Mark) : THE BARBER ASPHALT COMPANY (a Corporation organized under the laws of the State of West Virginia), Land Title building, City and County of Philadelphia, State of Pennsylvania, United States of America ; Manufacturers.

(4) Address for service in the Island, if any : C/o Van Cuylenberg and de Witt, No. 12, Gaffoor Building, Fort, Colombo.

(5) Class : 18.

(6) Goods : Fire wagons, surface heaters, stationary melting kettles and portable melting kettles.

(7) Representation of the Trade Mark :

IROQUOIS

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 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. 4,165.

(2) Date of Receipt : February 25, 1928.

(3) Applicant (Proprietor of the Trade Mark) : ABDULHUSSEIN JAFFERJEE and IBRAHIM JAFFERJEE, trading as ABDULHUSSEIN JAFFERJEE, 57, Bankshall street, Colombo ; General Merchants.

(4) Address for service in the Island, if any : C/o S. R. Amersekere, Proctor, S. C., No. 95, Silversmith street, Colombo.

(5) Class : 42.

(6) Goods : Flour.

(7) Representation of the Trade Mark :



This Trade Mark is associated with the Trade Mark No. 3,922, under section 24.

Registrar-General's Office,

Colombo, March 14, 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. 4,167.

(2) Date of Receipt : February 27, 1928.

(3) Applicant (Proprietor of the Trade Mark) : WILLIAM GOSSAGE & SONS, LIMITED (a Company incorporated under the English Companies' Acts), Widnes, Lancashire, England ; Soap Manufacturers.

(4) Address for service in the Island, if any : C/o Julius & Creasy, Colombo.

(5) Class : 4.

(6) Goods : All kinds of vegetable products and raw or partly prepared vegetable substances used in manufactures not included in other classes.

(7) Representation of the Trade Mark :

TRADE MARK
TOMTOM



Registrar-General's Office, E. R. DE SILVA,
Colombo, March 28, 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. 4,169.

(2) Date of Receipt : February 29, 1928.

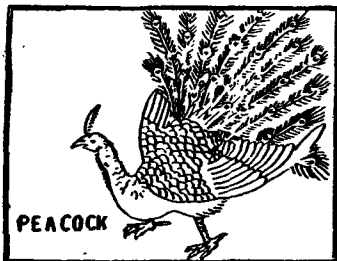
(3) Applicant (Proprietor of the Trade Mark) : ABDULHUSSEIN JAFFERJEE and IBRAHIM JAFFERJEE, trading as ABDULHUSSEIN JAFFERJEE, 57, Bankshall street, Colombo ; General Merchants.

(4) Address for service in the Island, if any : C/o S. R. Ameresekere, Proctor, S. C., No. 95, Silversmith street, Colombo.

(5) Class : 20.

(6) Goods : Crackers.

(7) Representation of the Trade Mark :



PEACOCK

Registrar-General's Office, E. R. DE SILVA,
Colombo, March 14, 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. 4,171.

(2) Date of Receipt : February 29, 1928.

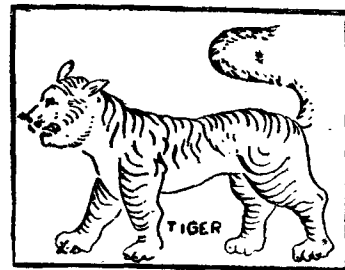
(3) Applicant (Proprietor of the Trade Mark) : ABDULHUSSEIN JAFFERJEE and IBRAHIM JAFFERJEE, trading as ABDULHUSSEIN JAFFERJEE, 57, Bankshall street, Colombo ; General Merchants.

(4) Address for service in the Island, if any : C/o S. R. Ameresekere, Proctor, S. C., No. 95, Silversmith street, Colombo.

(5) Class : 20.

(6) Goods : Crackers.

(7) Representation of the Trade Mark :



Registrar-General's Office, E. R. DE SILVA,
Colombo, March 14, 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. 4,173.

(2) Date of Receipt : March 1, 1928.

(3) Applicant (Proprietor of the Trade Mark) : MEREN-NEGE JAMIS SALGADO, Nalluruwa, Panadura ; Manufacturer of coconut vinegar ; and General Merchant and Agent.

(4) Address for service in the Island, if any : —

(5) Class : 4.

(6) Goods : Coconut vinegar for food purposes.

(7) Representation of the Trade Mark :



Registrar-General's Office, E. R. DE SILVA,
Colombo, March 14, 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. 4,179.

(2) Date of Receipt: March 10, 1928.

(3) Applicant (Proprietor of the Trade Mark): H. P. TRUEFITT, LIMITED (a company incorporated under the English Companies' Acts), 16, Old Bond street, London, W., England; Perfumers.

(4) Address for service in the Island, if any: C/o Julius & Creasy, Colombo.

(5) Class: 48.

(6) Goods: Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).

(7) Representation of the Trade Mark:

MELLIFLORA

E. R. DE SILVA,
Registrar of Trade Marks.

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

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,180.

(2) Date of Receipt: March 10, 1928.

(3) Applicant (Proprietor of the Trade Mark): H. P. TRUEFITT, LIMITED (a Company incorporated under the English Companies Acts), 16, Old Bond Street, London, W., England; Perfumers.

(4) Address for service in the Island, if any: C/o Julius & Creasy, Colombo.

(5) Class: 48.

(6) Goods: Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).

(7) Representation of the Trade Mark:

EUCHRISMA

E. R. DE SILVA,
Registrar of Trade Marks.

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

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

Auctioneers and Brokers.

NOTICE is hereby published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922, that the under-mentioned persons have been licensed to carry on the trade or business of Auctioneer and Broker, as indicated against their respective names, within the limits of the Negombo District Council area, during the year 1928:—

1. K. H. Perera, Auctioneer and Broker.
2. Edwin V. Perera, Auctioneer.

ALEX ED. RAJAPAKSE,
Chairman.

District Council Office,
Negombo, March 26, 1928.

Election of Member, Urban District Council, Negombo.

NOTICE is hereby given that it is intended to hold an election of a member of the Negombo Urban District Council for Division No. 4 on Tuesday, May 1, next. Every candidate must be nominated in writing, and the nomination paper must be subscribed by at least two persons whose names appear in the electoral roll of Electoral Division No. 4, and the nomination paper must be delivered at the Office of the Negombo Urban District Council on or before 12 noon on May 1, 1928, which day has been fixed for that purpose.

If more than one candidate is nominated a poll will be taken on May 12, 1928, at St. Peter's Boys' School. The poll shall open at 9 A.M. and close at 3 P.M.

T. G. WILLETT,
The Kachcheri, Assistant Government Agent.
Colombo, March 26, 1928. Colombo District.

NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."

Delegation of Powers.

BY virtue of the powers vested in me by Excise Notification No. 8 appearing in *Government Gazette* No. 6,554 of March 28, 1913 (read with section 7 (h) of the Ordinance), I, Charles Henry Collins, Government Agent of the Province of Sabaragamuwa, do hereby delegate unto the Assistant Commissioner of Excise, Central Division, Bandarawela, and the Assistant Superintendent of Excise, Ratnapura, my powers under section 14 of "The Excise Ordinance, No. 8 of 1912," to issue licences for drawing fermented toddy in the Ratnapura District:

C. H. COLLINS,
Government Agent.

The Kachcheri,
Ratnapura, March 20, 1928.

List of Sanctioned Arrack Taverns in Kegalla District during 1928-1929 Rent Period.

No. of Tavern.	Division.	Locality or Range.
1 ..	Paranakuru korale ..	Olagama (Kegalla town)
2 ..	Beligal korale ..	Yattogoda

The Kachcheri,
Kegalla, March 20, 1928. W. E. HOBDAY,
Assistant Government Agent.

List of Sanctioned Toddy Taverns in Kegalla District during 1928-1929 Rent Period.

No. of Tavern.	Division.	Locality or Range.
1 ..	Galboda and Kinigoda korales	Ussapitiya
2 ..	Paranakuru korale ..	Debatgama

The Kachcheri,
Kegalla, March 20, 1928. W. E. HOBDAY,
Assistant Government Agent.