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# THE CEYLON GOVERNMENT GAZETTE

No. 7,637 — WEDNESDAY, APRIL 4, 1928.

*Published by Authority.*

## PART I.—GENERAL.

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 144 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, with the approval of the SECRETARY OF STATE FOR THE COLONIES, to promote Mr. C. C. SCHOKMAN to be First Superintendent of Prisons, with effect from April 10, 1928, *vice* Major ROBINSON, retired.

By His Excellency's command,

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

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No. 145 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 2(2)(b) of Ordinance No. 12 of 1927, to appoint the Assistant Controller of Revenue to countersign Crown Grants.

By His Excellency's command,

Colonial Secretary's Office, Colombo, April 2, 1928. A. G. M. FLETCHER, Colonial Secretary.

No. 146 of 1928.

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

Mr. G. N. FARQUHAR to be, in addition to his other duties, Assistant Government Agent, Anuradhapura, from April 5 to 9, 1928, inclusive.

Mr. C. B. P. PERERA to be Office Assistant to the Assistant Government Agent at Puttalam, with effect from April 2, 1928, until further orders.

Mr. S. C. SANSONI to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Negombo, and Superintendent of Prisons, Negombo, from April 6 to 20, 1928, inclusive, during the absence of Mr. G. FURSE ROBERTS, or until the resumption of duties by that officer.

Mr. A. W. P. JAYATILLEKE to act as District Judge and Additional Commissioner of Requests, Kandy, on April 5, 1928, and from April 11 to 13, 1928, inclusive.

Mr. H. D. RATNATUNGA to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of Mr. V. P. REDLICH, from April 5 to 10, 1928, inclusive.

The Hon. Mr. V. S. DE S. WIKRAMANAYAKE to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of Mr. V. P. REDLICH, from April 11 to 18, 1928, and from April 22 to 27, 1928, inclusive.

Mr. H. E. WIKRAMANAYAKE to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of Mr. V. P. REDLICH, from April 19 to 21, 1928, inclusive, and on April 28 and 29, 1928, or until the resumption of duties by that officer.

Mr. M. CHINNAIYAH to act as District Judge, Commissioner of Requests, and Police Magistrate, Batticaloa, during the absence of Mr. G. C. THAMBYAH, from April 5 to 28, 1928, inclusive, or until further orders.

Mr. J. A. COREA to act as District Judge, Additional Commissioner of Requests, Additional Police Magistrate, and Additional Assistant Provincial Registrar, Chilaw, during the absence of Mr. W. D. NILES, from April 6 to 19, 1928, inclusive, or until the resumption of duties by that officer.

Mr. C. F. DHARMARATNE to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Ratnapura, and Additional District Judge, Avissawella, during the absence of Mr. M. H. KANTAWALA, from April 5 to 18, 1928, inclusive, or until the resumption of duties by that officer.

Mr. ST. CLAIR SWAN to act as Commissioner of Requests, Colombo, and Additional Police Magistrate, Colombo, during the absence of Mr. E. G. P. JAYATILLEKA, from April 5 to 29, 1928, inclusive, or until the resumption of duties by that officer.

Mr. S. C. SANSONI to act as Commissioner of Requests and Police Magistrate, Negombo, during the absence of Mr. L. H. DE ALWIS from April 5 to 10, 1928, inclusive, or until the resumption of duties by that officer.

Mr. JOHN PERERA to act as Commissioner of Requests and Police Magistrate for the judicial division of Gampaha, during the absence of Mr. G. KOCH, from April 10 to 21, 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, during the absence of Mr. G. L. DAVIDSON, from April 4 to 10, 1928, inclusive, or until the resumption of duties by that officer.

Mr. A. G. SIRIMANNE to act as Commissioner of Requests and Police Magistrate, Balapitiya, during the absence of Mr. E. W. KANNANGARA, from April 5 to 9, 1928, inclusive, or until the resumption of duties by that officer.

Mr. R. S. TENNEKOON to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate and Additional District Judge for the judicial division of Kurunegala, during the absence of Mr. D. C. R. GUNewardENE, from April 4 to 11, 1928, inclusive, or until further orders.

Mr. E. G. M. GOONEWARDENE to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate and Additional District Judge for the judicial division of Kurunegala, during the absence of Mr. D. C. R. GUNewardENE, from April 12 to 23, 1928, inclusive, or until the resumption of duties by that officer.

Mr. S. SUBRAMANIAM to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, during the absence of Mr. L. J. DE S. SENEVIRATNE, from April 4 to 16, 1928, inclusive, or until the resumption of duties by that officer.

The appointment of Mr. SUBRAMANIAM appearing in the *Gazette* of March 22, 1928, is cancelled.

Mr. C. F. DHARMARATNE to act as Commissioner of Requests and Police Magistrate, Ratnapura, and Additional District Judge, Jaffna, from April 5 to 14, 1928, inclusive, during the absence of Mr. W. SANSONI, or until the resumption of duties by that officer.

Mr. P. VYTHIALINGAM to act as Police Magistrate, Mallakam, during the absence of Mr. A. G. RANASINGHA, on March 30, 1928, or until the resumption of duties by that officer.

Mr. R. R. NALLIAH to act as Additional Police Magistrate, Jaffna, during the absence of Mr. M. A. ARUL ANANDAN, from April 5 to 21, 1928, inclusive, or until the resumption of duties by that officer.

Mr. R. M. GYBON-MONYPENNY to be, in addition to his other duties, Additional Police Magistrate, Badulla, with effect from April 4, 1928, until further orders.

Mr. E. B. WEERAKOON to act as Municipal Magistrate, Colombo, during the absence of Mr. M. JOSEPH, from April 5 to 14, 1928, inclusive, or until the resumption of duties by that officer.

Mr. E. B. ROBINSON to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton, *vice* Mr. T. H. WILLIAMS, resigned.

Mr. C. OWEN to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton, during the absence of Mr. A. C. WILSON from the Island.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 4, 1928. Colonial Secretary.

No. 147 of 1928.

THE appointment of Mr. F. C. LOOS (Jr.), to act as an Additional Crown Counsel from March 12, 1928, until the resumption of duties by Mr. J. W. R. ILANGAKOON (*vide* Notice on page 1247 of *Gazette* No. 7,635 of March 22, 1928), is hereby cancelled.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, March 31, 1928. Colonial Secretary.

No. 148 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of "The Rubber Restriction Ordinance, No. 24 of 1922," to appoint the Hon. Mr. W. A. DE SILVA to be the Representative of the Low-Country Products Association of Ceylon on the Rubber Restriction Board, *vice* Mr. C. E. A. DIAS.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 2, 1928. Colonial Secretary.

No. 149 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 13 of Ordinance No. 10 of 1861, to appoint Mr. H. W. ROY BERTRAND to be a Member of the Provincial Road Committee, Western Province, for the year 1928.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 3, 1928. Colonial Secretary.

No. 150 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of section 13 of Ordinance No. 10 of 1861, to appoint Mr. F. MURRAY to be a Member of the Provincial Road Committee, Province of Sabaragamuwa, during the remainder of the year 1928.

By His Excellency's command,

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

No. 151 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions to section 23 of Ordinance No. 10 of 1861, to appoint Mr. F. MURRAY to be an Additional Member of the District Road Committee, Kegalla, for the period ending December 31, 1930, *vice* Mr. J. R. THISTLE.

By His Excellency's command,

Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, April 3, 1928. Colonial Secretary.

No. 152 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. A. M. DE ALWIS of Peliyagoda to be an Additional Inquirer for Alutkuru korale South, *vice* Mr. ALBERT DE ALWIS.

By His Excellency's command,

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

No. 153 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. HENRY ARNOLD DE ABREW of Kalutara to be a Notary Public throughout the judicial division of Kalutara, and to practise as such in the English language.

By His Excellency's command,

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

No. 154 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. WIPULASENA SIRIWARDHANE SENEWIRATNE WICKREMESINGHE of Magalegoda, Veyangoda, to be a Notary Public throughout Meda pattu of Nawadun korale and Meda pattu of Kukulukorale in Ratnapura District, with residence and office at Karawita, and to practise as such in the Sinhalese language.

By His Excellency's command,

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

## APPOINTMENTS, &c., OF REGISTRARS.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. GUNASENA DE SOYZA as Additional Assistant Provincial Registrar of Births and Deaths of Kegalla District, and of Marriages (General) of Kegalla District, in the Province of Sabaragamuwa, with effect from April 1, 1928, *vice* Mr. WILLIAM CYRIL DOUGHTY PENTELOW, transferred. His office will be at the Kachcheri, Kegalla.

By His Excellency's command,  
Colonial Secretary's Office,                      A. G. M. FLETCHER,  
Colombo, March 28, 1928.                      Colonial Secretary.

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

Mr. CHINNAPPAR SARAVANAMUTTU to act as Additional Registrar of Lands, Colombo, on March 26, 1928, during the absence of the Additional Registrar, Mr. J. A. F. SIRIWARDANE, on leave.

Mr. VALLIPURAM ALOYSIUS JOSEPH CHELVARATNEM to act as Registrar of Lands, Mullaittivu, for seven days from April 10, 1928, during the absence of the Registrar, Mr. A. KANAGASABATHY, on leave.

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

**IT** is hereby notified that I have appointed AUSTIN PERERA RANASINGHE (provisionally) as Registrar of Births and Deaths of Angoda division, in the Colombo District of the Western Province, with effect from April 1, 1928. His office will be at Lunatic Asylum, Angoda.

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

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

The Additional Assistant Provincial Registrar, Colombo District, has appointed CHARLES MACLEAN AGALAWATTA to act as Registrar of Marriages (General) of Colombo town division, in the Colombo District of the Western Province, on March 29, 1928, during the absence of the Registrar, PIYADASA DHARMASIRI RATNATUNGA, on leave. His office will be at the Registrar-General's Office, Colombo.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON JOHANIS JAYANETTI to act as Registrar of Births and Deaths of Welipenna division, and of Marriages (General) of Walallawiti pattu division, in the Kalutara District of the Western Province, for fifteen days from March 31, 1928, *vice* Registrar, DON MARTHENIS JAYANETTI, retired. His office will be at Muttettuwatta in Lewanduwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON DAVID KARUNATILAKE to act as Registrar of Births and Deaths of Bellapitiya division, and of Marriages (General) of Munwattabage pattu division, in the Kalutara District of the Western Province, for fifteen days from March 31, 1928, *vice* Registrar, DON PULLERIS KARUNATILAKE, retired. His office will be at Kottunnewatta in Dombagoda.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MALAWIGE HENDRICK DE SILVA to act as Registrar of Births and Deaths of Dimbula korale division, and of Marriages (General) of Kotmale division, in the Nuwara Eliya District of the Central Province, for seven days from March 27, 1928, during the absence of the Registrar, MADUWAGE ABRAHAM SILVA JAYASURIYA, on leave. His office will be at house No. 2, Holbrook, Agra-patana; additional office at house No. 178, Gansabhawa building, Talawakele, on Fridays and Saturdays.

The Additional Assistant Provincial Registrar, Galle, has appointed MAWANANEHEWA JOHN CYRIL DE SILVA to act as Registrar of Births and Deaths of Batapola division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on March 28, 1928, during the absence of the Registrar, MAWANANEHEWA JOHN DE SILVA, on leave. His office will be at Maralagodawatta in Batapola.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ENDRIS DE SILVA GUNASEKERA to act as Registrar of Births and Deaths of Ambana division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on March 28, 1928, during the absence of the Registrar, CHARLES DIAS GUNASEKERA, on leave. His office will be at Pini-kahanawatta in Pinikahana.

The Assistant Provincial Registrar, Hambantota, has appointed DON HENDRICK DISANAYAKE to act as Registrar of Births and Deaths of Nakulugamuwa division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, on March 24, 1928, during the absence of the Registrar, DON CHARLIS DISANAYAKE, on leave. His office will be at Walawewatta in Moraketiara.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON ANDRIS WIJEWICKRAMA VIDANAPATRANA to act as Registrar of Births and Deaths of Paranagam palata division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for eight days from March 30, 1928, during the absence of the Registrar, DON BASTIAN ABESIN VIDANAPATRANA, on leave. His office will be at Kongahawatta in Kotelwatta.

The Assistant Provincial Registrar, Mannar, has appointed FRANCIS JOSEPH CROOS to act as Registrar of Births and Deaths of Nanaddan West division, and of Marriages (General) of Nanaddan division, in the Mannar District of the Northern Province, for five days from March 26, 1928, during the absence of the Registrar, JOACHIM JOSEPH CROOS, on leave. His office will be at the Kovilvalavu in Vankalai.

The Assistant Provincial Registrar, Mullaittivu, has appointed APPURALA KORALAGE NANHAMY to act as Registrar of Births and Deaths of Chinnacheddikkulam East and West (Sinhalese) division, in the Mullaittivu District of the Northern Province, for four days from March 21, 1928, during the absence of the Registrar, APPURALA KORALAGE BADERALA, on leave. His office will be at Maradamaduwa.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed WICKRAMA LAWRENCE MENDIS WIJEGOONERATNE SENANAYAKE to act as Registrar of Births and Deaths of Yagam pattu south division, and of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for three days from March 20, 1928, during the absence of the Registrar, WICKRAMA DARNIS MENDIS WIJEGOONERATNE SENANAYAKE, on leave. His office will be at Kosgahawatta, Madampe.

The Provincial Registrar, Ratnapura, has appointed DELKANDURE DHANAPALA MUDIYANSELAGE JAYAWARDANA to act as Registrar of Births and Deaths of Marambe division, and of Marriages (General) of Kuruwiti korale division, in the Ratnapura District of the Province of Sabaragamuwa, for twelve days from March 22, 1928, during the absence of the Registrar, RATUKUMARAGE JOHN SINNO, on leave. His office will be at Kudagewatta in Walawita.

The Provincial Registrar, Ratnapura, has appointed MATONDAGE APPUHAMY to act as Registrar of Births and Deaths of Nivitigala division, and of Marriages (General) of Nawadun korale division, in the Ratnapura District of the Province of Sabaragamuwa, on March 24, 1928,

during the absence of the Registrar, HIDURUPITIYE KAPUGE APPUHAMY, on leave. His office will be at Hidurupitiyewatta in Nivitigala.

The Provincial Registrar, Ratnapura, has appointed PANANE DASSANAYAKA MUDIYANSELAGE TIKIRIBANDARA NEDUNGAMUWA to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Kukul korale division, in the Ratnapura District of the Province of Sabaragamuwa, for fourteen days from March 27, 1928, during the absence of the Registrar, CHARLES PETER DELGODA, on leave. His office will be at Pinna-godawatta in Kukulegama.

The Assistant Provincial Registrar, Kegalla, has appointed MUDIYANSELAGE TIKIRIBANDA to act as Registrar of Births and Deaths of Kandupita pattuwa south division, and of Marriages (General) of Beligal korale division, in the Kegalla District of the Province of Sabaragamuwa, for twelve days from March 26, 1928, during the absence of the Registrar, MUDIYANSELAGE UKKUBANDA, on leave. His office will be at Pahawalawatta alias Hitinawatta in Alawatura.

Registrar-General's Office, E. R. DE SILVA,  
Colombo, March 30, 1928. Acting Registrar-General.

## GOVERNMENT NOTIFICATIONS.

### "THE VILLAGE COMMUNITIES ORDINANCE, 1924."

K 169/28

IT is hereby notified for general information (a) that 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 inhabitants of Madawela village in Gampahasiya pattu of Matale South, in the District of Matale, Central Province, may use the said lots as a pasture reserve for their cattle in accordance with the rules made by the Village Committees under the provisions of sections 6 and 16 of the Ordinance No. 24 of 1889, which are in force in terms of section 32 of Ordinance No. 9 of 1924; and (b) that 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.

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

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

#### SCHEDULE REFERRED TO.

The following lots situated at Madawela village in Gampahasiya pattu of Matale South, in the District of Matale, Central Province:—

(1) Lot 135 in final village plan No. 23.

Name of Land: Kosgahamuduneyaya, Palleliyangahatenna, Rukattanamullahena, Udaliyangahatennayaya, Miriskotuweyaya.

Extent: 85 acres 2 roods and 38 perches.

Boundaries: North, lot 137B, 137, and 137F in final village plan No. 23 and Gansabhawa road; east, lot 134 in final village plan No. 23; south, lots 134 and 168 in final village plan No. 23; west, lots 136 and 167 in final village plan No. 23.

(2) Lot 136 in final village plan No. 23.

Name of Land: Kosgahahenamuduna.

Extent: 1 acre 1 rood and 8 perches.

Boundaries: North, lot 135 in final village plan No. 23; east, ditto; south, ditto; west, lot 167 in final village plan No. 23.

(3) Lot 137 in final village plan No. 23.

Name of Land: Bakinigolakanda, Nugamullatennayaya.

Extent: 9 acres 1 rood and 5 perches.

Boundaries: North, lot 137F in final village plan No. 23; east, ditto; south, lot 135 in final village plan No. 23; west, lot 137B, 137C, 137D in final village plan No. 23.

### "THE STAMP ORDINANCE, 1909."

F 255/28

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

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

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

#### COMPANY REFERRED TO.

The Anhettiagama Tea and Rubber Co., Ltd.

## "THE STAMP ORDINANCE, 1909."

F 256/23

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

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

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

## COMPANY REFERRED TO.

The Pine Hill Estates Co., Ltd.

## "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.

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 2 roods and 33 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 Mettikotuwa 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.

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

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

## SCHEDULE REFERRED TO.

Lot 28B in final village plan No. 1,622.  
Name of Land: Balagodellahena.  
Situation: Pahala Aralugahawewa village, in Baladora korale of Dewameddi 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 285/26

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 Gazette* 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.

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

By His Excellency's command,  
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-Kesbawa 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 185/26

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 Nedimale, 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.

## 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

ACCOUNT showing amount received and charges and expenses incurred in connection with the Ceylon Currency Note issue for the period October 1, 1926, to September 30, 1927 (vide section 19 of Ordinance No. 32 of 1884) :—

EXPENDITURE.	Rs.	c.	Rs.	c.	INCOME.	Rs.	c.	Rs.	c.
To salary of staff .. .. .	31,368	44			By interest on investments :—				
„ Cost of new currency notes .. .. .	287,426	1			British and Colonial securities	1,088,195	36		
„ Registering and destroying old currency notes .. .. .	18,511	8			Indian securities .. .. .	1,010,649	84		
„ Purchase and installation of a cancelling machine .. .. .	300	0			„ Gain on sale of sterling investments .. .. .	—	—	8,492	81
„ Stationery, office furniture, &c. .. .. .	248	67			„ Gain on remittances .. .. .	—	—	244,140	64
„ Printing and binding .. .. .	51	15							
„ Incidental expenses .. .. .	72	42							
„ Crown Agent's commission in respect of interest other than dividends on investments .. .. .	29	50							
„ Profit .. .. .	—	—	338,007	27*				2,098,845	20
			2,013,471	38					
			2,351,478	65				2,351,478	65

\* This sum was voted from the General Revenue of the Colony.

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

General Treasury,  
Colombo, February 10, 1928.

I certify that this account has been examined under my direction and is correct :

March 22, 1928.

F. G. MORLEY,  
Colonial Auditor.



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

	1924-25.	1925-26.	1926-27.	1927-28.
	Rs.	Rs.	Rs.	Rs.
October ..	9,022,025	9,776,699	10,388,964	11,259,848
November ..	7,895,979	9,070,282	9,972,165	10,310,627
December ..	7,792,815	8,435,827	8,856,657	
January ..	12,189,391	12,032,299	13,195,102	
February ..	8,594,667	9,827,860	9,969,815	
March ..	8,777,107	10,518,787	11,824,476	
April ..	9,536,177	10,236,123	10,658,067	
May ..	8,800,293	10,265,709	9,982,159	
June ..	9,830,257	9,726,774	10,836,555	
July ..	9,129,174	11,150,635	10,165,772	
August ..	9,497,003	9,662,180	10,508,351	
September ..	14,474,781	13,812,980	13,000,833	
<b>Total ..</b>	<b>115,539,669</b>	<b>124,516,155</b>	<b>129,358,916</b>	

General Treasury,  
Colombo, March 17, 1928.

W. W. Woods,  
Colonial Treasurer.

## NOTICES CALLING FOR TENDERS.

**TENDERS** are hereby invited for the supply of South Indian tiles, first quality (flat, half ridge, ventilation glass, finials, and ornamental ridge), 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 South Indian Tiles" 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 15, 1928.

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

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

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. The name of the tenderer, name of manufacturing firm, and place of manufacture should be marked on them. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure, and the name placed in the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 1,000 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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 sums as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for clothing for Government Stores Department, Queen's House, Port Surgeon's Department, Pioneers, Postal Department, Police, &c., 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 Clothing" 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 Colonial Storekeeper, and no tender will be considered unless it is

on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

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

7. The items tendered for must be of the best workmanship and finish, the decision of the Colonial Storekeeper to be accepted as final in the event of any dispute arising.

8. The security required will be Rs. 1,000 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for the supply of bricks, tiles, bamboos, posts, sand, cadjans, &c., 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 Bricks, &c.," 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 1, 1928.

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

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

7. Samples of bricks, tiles, &c., in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure, and the name placed on the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 1,500 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for the supply of boots and shoes 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 Boots and Shoes" 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 15, 1928.

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

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

7. The boots, shoes, &c., tendered for must be accompanied by samples, which are not returned, and should be deposited with the Colonial Storekeeper on or before the date the tenders are due, failure to do so will render the security liable to seizure.

8. The security required will be Rs. 250 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for the supply of mats, common, halpan and lapang 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 Mats" 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 8, 1928.

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

6. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representatives 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.

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due for every item tendered for. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure and the name placed on the defaulters' list. Samples tendered are not returned.

8. The amount of security required will be Rs. 250 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for the supply of firewood to all Government Departments in Colombo which require it, Mahara Jail and Mahara Quarry, &c., 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 Firewood" 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 Colonial Storekeeper, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

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

7. The security required will be Rs. 1,000 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

11. 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.

12. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender, and the right of obtaining the whole or any quantity of its firewood supply from the Forest Department irrespective of any contract that Government may accept under this tender.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**T**ENDERS are hereby invited for the supply of cattle food 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 Cattle Food" 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 1, 1928.

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

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

7. Samples in duplicate may be required by the Colonial Storekeeper after the tenders are due for every item tendered for. Failure to deposit samples when called for, for items tendered, will render the tenderer's deposit liable to seizure, and the name placed on the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 1,000 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. A Government contractor must not issue power of attorney to a person whose name is on the defaulting contractors' list authorizing him to carry on the contract.

12. 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 sums as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**T**ENDERS are hereby invited for the supply of Madampe canes 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 Madampe Canes" 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 8, 1928.

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

6. A deposit of Rs. 25 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond or fail to furnish approved security within ten days of receiving notice in writing from the 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.

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. Failure to deposit samples will render the tenderer's deposit liable to seizure, and the name placed in the defaulters' list. Samples tendered are not returned.

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

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for the supply of lubricating oils 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 Lubricating Oils" 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 1, 1928.

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

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

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due for every item tendered for. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure, and the name placed on the defaulters' list. Samples tendered are not returned.

8. The amount of security required will be Rs. 250 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

JOHN GIBB,  
Colonial Storekeeper.

March 28, 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 Baskets" 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 8, 1928.

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

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

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure, and the name placed on the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 500 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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, and the right of purchasing from the Convict Establishment not more than one-half of the baskets required.

JOHN GIBB,  
Colonial Storekeeper.

March 28, 1928.

**TENDERS** are hereby invited for the supply of Madampe baskets, 16 in. by 4 in. by 10½ in., of whole cane; Madampe baskets, 16 in. by 4 in. by 8 in., of whole cane; Madampe baskets, cane, extra strong, 19 in. by 5 in. by 13 in., cup-shaped and saucer-shaped rattan baskets, and round bottom earth baskets, from October 1, 1928, to September 30, 1929.

**TENDERS** are hereby invited for the supply of glass panes 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 Glass Panes" 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 8, 1928.

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

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

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure, and the name placed on the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 250 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

JOHN GIBB,  
Colonial Storekeeper.

March 28, 1928.

**TENDERS** are hereby invited for the supply of lime (slaked, unslaked, and boiled); clay (white and yellow); and coral stones 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 Lime" 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 8, 1928.

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

otherwise the tenders may be treated as informal and rejected.

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

7. If required samples must be deposited.

8. The security required will be Rs. 500 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. All tenders for imported articles will be accepted only on the conditions 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.

13. 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.

JOHN GIBB,  
Colonial Storekeeper.

March 28, 1928.

**TENDERS** are hereby invited for the supply of gas and foundry coke 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 Coke" 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 1, 1928.

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

6. A deposit of Rs. 50 will be required to be made either at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter 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.

7. Samples (5 hundredweight of each kind of coke for testing purposes must be deposited with the Colonial Storekeeper).

8. The security required will be Rs. 250 in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. All tenders for imported articles will be accepted 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for the supply of coconut oil 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 Coconut Oil" 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 8, 1928.

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

6. A deposit of Rs. 100 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the 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.

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. Failure to deposit samples will render the tenderer's deposit liable to seizure, and the name placed on the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 1,200 in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for the supply of kerosine oil 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 Kerosine Oil" 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 1, 1928.

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

6. A deposit of Rs. 100 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond or fail to furnish approved security, within ten days of receiving notice in writing from the 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.

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure, and the name placed on the defaulters' list. Samples tendered are not returned.

8. The security required will be Rs. 1,000 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for the supply of castor oil 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 Castor Oil" 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 8, 1928.

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

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

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due. Failure to deposit samples will render the tenderer's deposit liable to seizure and the name placed on the defaulters' list. Samples tendered are not returned.

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

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

**TENDERS** are hereby invited for the supply of twine, Bengal, 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 Twine, Bengal," 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 15, 1928.

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

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

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due for every item tendered for. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure, and the name placed on the defaulters' list. Samples tendered are not returned.

8. The amount of security required will be Rs. 500 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.



**TENDERS** are hereby invited for conveyance of stores by cart and lorry within the gravets of Colombo, 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 Conveyance of Stores" 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 15, 1928.

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

6. A deposit of Rs. 30 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the 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.

7. The amount of security required will be Rs. 200 in cash. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

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

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.

JOHN GIBB,  
Colonial Storekeeper.

March 28, 1928.

**TENDERS** are hereby invited for the supply of (a) Natal steam coal, (b) Bengal steam coal, and (c) Transvaal steam coal, as per specification, from October 1, 1928, to September 30, 1929:—

*Specification.*

- (i.) All steam coal supplied must be large size, free from stone, shale, and other foreign matter.
- (ii.) The coal must evaporate 7 lb. water per lb. of coal. The test will be made at a temperature of 100°F.
- (iii.) The ash given from the coal after burning shall not exceed 25 per cent. of the coal consumed, the test being made by weighing the coal before burning and the ash after burning.
- (iv.) Dust shall not exceed 15 per cent. on a screen of 1 in. mesh.

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 Coal" 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 1, 1928.

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

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

7. Five cwt. of samples for testing purposes of each kind of coal offered must be deposited with the Colonial Storekeeper.

8. The security required will be Rs. 500 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

14. The Government also reserves to itself the right of accepting this tender for a period of either six months or one year from October 1, 1928.

JOHN GIBB,  
Colonial Storekeeper.

March 28, 1928.

**TENDERS** are hereby invited for the supply of sundries 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 Sundries" 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 Colonial Storekeeper, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A deposit of Rs. 50 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond or fail

to furnish approved security, within ten days of receiving notice in writing from the 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.

7. Samples in duplicate must be deposited with the Colonial Storekeeper on or before the date the tenders are due for every item tendered for. Failure to deposit samples for items tendered will render the tenderer's deposit liable to seizure and the name placed on the defaulters' list. Samples tendered are not returned.

8. The amount of security required will be Rs. 1,500 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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.

13. 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.

JOHN GIBB,  
Colonial Storekeeper.

March 28, 1928.

**TENDERS** are hereby invited for the supply of furniture, and tubs, buckets, and casks 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 Furniture, &c.," 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 Colonial Storekeeper, and no tender will be considered unless it is on the recognized form. Alterations must be initialled otherwise the tenders may be treated as informal and rejected.

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

7. The items tendered for must be of the best workmanship and finish, the decision of the Colonial Storekeeper to be accepted as final in the event of any dispute arising. It will be necessary for tenderers to furnish, free of charge, if called upon to do so by the Colonial Storekeeper, sketches of items tendered for. Failure to do so will render the tender null and void, and the name of the tenderer placed on the list of defaulting contractors.

8. The security required will be Rs. 1,000 in cash for the whole contract or part of it as may be demanded by the Colonial Storekeeper. All other necessary information can be ascertained upon application at the office referred to in section 5.

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

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

11. 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 Colonial Storekeeper, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing. 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.

12. 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 sums as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

13. 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, and the right of obtaining from the Convict Establishment any of the articles of furniture included in the contract.

March 28, 1928.

JOHN GIBB,  
Colonial Storekeeper.

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

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

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

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

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

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

6. Tenders should be marked "Tender for the Conveyance of Mails between Hatton, Maskeliya, and Bogawantalawa," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 8, 1928.

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

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

9. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Postmaster-General, or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

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

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

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

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

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

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

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

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

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

General Post Office,  
Colombo, March 30, 1928

M. S. SRESHTA,  
Postmaster-General.

**TENDERS** are hereby invited for the contract for the conveyance of mails from October 1, 1928, once daily each way for a period of three years, between Kandy, Galagedera, Mawatagama, and Kurunegala Post Offices and intermediate offices.

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

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

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

4. The contractor will be required to provide such number of motor conveyances as will in the opinion of the Postmaster-General be necessary for the service, and every

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

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

6. Tenders should be marked "Tender for the Conveyance of Mails between Kandy and Kurunegala" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday, on Tuesday, May 1, 1928.

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

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

9. A deposit of Rs. 100 for the service tendered for must be made at the General Treasury or a Kachcheri, and a receipt produced for the same before a tender form is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Postmaster-General or his duly authorized representative, that his tender has been accepted, such deposits will be forfeited to the Crown. All other deposits will be returned upon signature to the contract.

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

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

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

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

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

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

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

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

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

General Post Office,  
Colombo, March 28, 1928.

M. S. SRESHTA,  
Postmaster-General.

**TENDERS** are hereby invited for the supply on rail at Colombo of Milchar rice No. 1 quality for the Government salterns at Elephant Pass, in the Jaffna District, and Palavi, in the Puttalam District, from May 1, 1928, to July 31, 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 Supply of Rice to the Salt Department" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, April 24, 1928.

5. Tenders are to be made upon forms which will be supplied on application at the Office of the Salt Adviser, Torrington Square, Colombo, and no tender will be considered unless it is on the recognized form. Alterations must be initialled, otherwise the tenders may be treated as informal and rejected.

6. A deposit of Rs. 20 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract within ten days of receiving notice from the Salt Adviser or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown, and he will render himself liable to be entered in the list of Crown defaulting contractors precluded from having any concern in a Government contract.

7. Samples of rice tendered for are to be deposited in sealed bottles at the Office of the Salt Adviser, Torrington Square, Colombo, not later than 4 P.M., on Monday, April 23, 1928, labelled with the name of the tenderer, and a description of the rice.

8. Security of Rs. 500 for the due fulfilment of the terms of the contract must be deposited at the General Treasury, Colombo, by the successful tenderer, which security will be liable to be forfeited in the event of the tenderer being unable to carry out his contract in a satisfactory manner, and he will render himself liable to be entered in the list of Crown defaulting contractors precluded from having any concern in a Government contract. All other necessary information can be ascertained on application at the office mentioned in paragraph 5.

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

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

11. The contract may not be assigned or sublet without the authority of the Tender Board.

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

Office of the Salt Adviser,  
Colombo, April 2, 1928.

J. S. COATES,  
Salt Adviser.

**TENDERS** are hereby invited for the supply of bricks to the Upper Districts of the Railway from persons willing to contract from October 1, 1928, to September 30, 1929, to be delivered at any railway station above Kadugannawa, and to be as per under-mentioned specification, viz. —

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

Each tender must specify the rate per 1,000, stating clearly the minimum number of bricks which will be supplied weekly, if on order, and at what stations the bricks

are to be supplied. A set of six bricks must be forwarded as sample to the Railway Storekeeper before the tenders are submitted. Where a kiln is close to the railway, the tenderer should give a rate for the bricks delivered and stacked alongside the line as well as a rate to deliver at a station.

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 Upper Districts 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 8, 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 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. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. 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. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

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, April 2, 1928.

T. E. DUTTON,  
General Manager.

**TENDERS** are hereby invited for the supply of bricks to the Eastern District of the Railway from persons willing to contract from October 1, 1928, to September 30, 1929, to be delivered at any railway station between Maho to Trincomalee or Batticaloa and to be as per under-mentioned specifications, viz. :—

*Bricks.*—To be the best stock bricks, size  $8\frac{1}{2}$  in. by  $4\frac{1}{2}$  in. by  $2\frac{1}{2}$  in.; sound, clean cut, hard, and well burned of uniform size and shape.

Each tender must specify the rate per 1,000, stating clearly the minimum number of bricks which will be supplied weekly, if on order, and at what stations the bricks are to be supplied. A set of six bricks must be forwarded as sample to the Railway Storekeeper before the tenders are submitted. Where a kiln is close to the railway, the tenderer should give a rate for the bricks delivered and stacked alongside the line as well as a rate to deliver at a station.

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 Eastern 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 8, 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 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. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given, engaging to become security for the due fulfilment of the contract.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. 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. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

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, April 2, 1928.

T. E. DUTTON,  
General Manager.

**TENDERS** are hereby invited for the supply of bricks on the Northern Line of the Railway from persons willing to contract from October 1, 1928, to September 30, 1929, to be delivered at any railway station between Kurunegala and Kankasanturai, and to be as per under-mentioned specification, viz. :—

*Bricks.*—To be the best stock bricks, size  $8\frac{1}{2}$  in. by  $4\frac{1}{2}$  in. by  $2\frac{1}{2}$  in.; sound, clean cut, hard, and well burned of uniform size and shape.

Each tender must specify the rate per 1,000, stating clearly the minimum number of bricks which will be supplied weekly, if on order. A set of six bricks must be forwarded as sample to the Railway Storekeeper, Colombo, before tenders are submitted.

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 on the Northern Line 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 8, 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.

4. 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 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. Each tender must be accompanied by a letter signed by two responsible persons, whose addresses must be given engaging to become security for the due fulfilment of the contract.

9. Sufficient sureties will be required to join in a bond for the due fulfilment of each contract. 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. No tender will be considered unless in respect of it all the conditions above laid down have been strictly fulfilled. Any offers received containing conditions outside the specification will be rejected without question.

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 may 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, April 2, 1928.

T. E. DUTTON,  
General Manager.

**TENDERS** will be received at the Office of the Harbour Engineer, up to 12 noon, on April 26, 1928, for the lease of the right to cut grass and graze cattle on the Port Commission land about 2 acres 2 roods and 21 perches in extent, situated near the railway between Alutmawata road and Bloemendahl road.

The tenders are to be made upon forms which will be supplied upon application at the Harbour Engineer's Office, and no tender will be considered unless it is on the recognized form.

The grazing of milch cows is prohibited on the land. The land will be leased on a monthly tenancy. The successful tenderer will be required to make a deposit of Rs. 75 immediately after his tender is accepted.

The Harbour Engineer will not be responsible for damage done to cattle straying on the railway.

No buildings will be allowed on the land.

A deposit of Rs. 25 will be required to be made at the Treasury or Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into a lease or fail to furnish the required security within ten days of receiving notice in writing from the Harbour Engineer, or his duly authorized representative that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature of the lease.

Harbour Engineer's Office,  
Colombo, March 26, 1928.

G. W. DODDS,  
Harbour Engineer.

**W**ITH reference to the notice calling for tenders for the Construction of a New Hospital at Madulsima, appearing in *Government Gazette* No. 7,631 of February 24, 1928, it is hereby notified that the date of closing tenders has been extended to Monday, April 16, 1928.

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, April 2, 1928. for Director of Public Works.

**S**CHEDULES of rates are hereby invited for the erection of two segregation sheds for cattle, Ambepussa Farm.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Veyangoda, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Veyangoda, endorsed on the outside "Schedules of Rates for the Erection of Two Segregation Sheds for Cattle, Ambepussa Farm," so as to reach the offices of the foregoing officers on or before 12 noon on April 23, 1928. All imported articles, such as cement, paint, oil, iron stanchions, and iron trusses 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 the Government Stores Price List, plus 25 per cent., as also Customs duty, transport, 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, Western Province (North), Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

Public Works Office, E. W. BARTHOLOMEW,  
Colombo, April 2, 1928. for Director of Public Works.

**TENDERS** are invited for the following works in connection with the construction of the Colombo-Labugama Junction road near Homagama:—

(a) One set four rooms Public Works Department Type cooly lines.

(b) One Type Overseers' quarters.

These will comprise one contract.

2. The whole of the work is to be undertaken on an agreement to be entered into between the District Engineer in charge, Colombo-Labugama Junction road, and the contractor on the basis of the accepted tendered schedule of rates and subject finally to the approval of the Provincial Engineer, Western Province (South). The agreement will specify a given value of work to be carried out by the

contractor per month and payment will be made by vouchers at the accepted rates. Contractors will be required to state in their tenders the value of work which they are prepared to carry out per month.

3. Plans, specifications, bill of quantities, and form of agreement can be seen at, and all other information obtained from the Office of the District Engineer in charge, Colombo-Labugama Junction road, High street, Wellawatta, any working day between the hours of 8.30 A.M. and 4 P.M. (Saturdays, 8.30 A.M. and 1 P.M.).

4. Schedules of rates must be submitted in duplicate, on special forms to be obtained from the District Engineer in charge, Colombo-Labugama Junction road, High street, Wellawatta, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate addressed to the District Engineer in charge, Colombo-Labugama Junction road, Wellawatta, endorsed on the outside "Tender for Cooily Lines and Overseers' Quarters at Homagama" so as to reach the offices of the foregoing officers before noon on Monday, May 14, 1928.

5. The tendered rates must be entered in ink and all alterations must bear the initials of the tenderer and witnesses.

6. Before tender forms can be issued, the intending contractor must deposit a sum of Rs. 10 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer in charge. The deposit will be refunded to all *bona fide* tenderers after the agreement has been signed by the successful contractor. If, however, a tenderer whose tender is accepted and who is called upon to enter into an agreement on the basis thereof, declines or neglects for more than ten days to do so, this deposit will be forfeited to Government.

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 Government Stores Price List, plus 25 per cent. as also Customs duty, transport, 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 in charge, Colombo-Labugama Junction road, on or before a date to be agreed upon.

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

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

Public Works Office,  
Colombo, April 2, 1928.

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

**S**CHEDULES of rates are hereby invited for 1st section widening Galle road at Moratuwa from Digorella bridge to Moratuwa Station road.

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

3. Plans, specifications, bill of quantities, and form of agreement can be seen, and all other information obtained from the Office of the District Engineer, Panadura, any week day between the hours of 8.30 A.M. and 4 P.M. (Saturdays, 8.30 A.M. and 1 P.M.).

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer,

Panadura, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate addressed to the District Engineer, Panadura, endorsed on the outside "Schedule of Rates for 1st Section Widening Galle Road at Moratuwa from Digorella Bridge to Moratuwa Station road," so as to reach the offices of the foregoing officers on or before 12 noon on Wednesday, April 18, 1928.

5. The tendered rates must be entered in ink, and all alterations must bear the initials of the tenderer and witnesses.

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

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

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

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Colombo, April 2, 1928.

**S**CHEDULES of rates are hereby invited for constructing a Dispensary and Apothecary's quarters at Kalamadawachchiya, Maradankadawala district.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Maradankadawala, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Central Province (North), Kandy, and the duplicate addressed to the District Engineer, Maradankadawala, endorsed on the outside "Schedules of Rates for Constructing a Dispensary and Apothecary's Quarters at Kalamadawachchiya," so as to reach the offices of the foregoing officers on or before 12 noon on April 25, 1928.

All imported articles, such as cement, fittings for doors and windows, zinc for valley guttering, paint, linseed oil, and tiles will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the cost of these materials for the items which necessitate their use.

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

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

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

Public Works Office,  
Colombo, April 2, 1928.

**S**CHEDULES 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,  
for Director of Public Works.  
Public Works Office,  
Colombo, March 28, 1928.

## SALE OF UNSERVICEABLE ARTICLES, &c.

**T**HE following unserviceable articles will be sold by public auction at the Government Saltern, Elephant Pass, on Monday, April 23, 1928, at 10 A.M. :—

1 brass cock (1½ in.)	1 points and crossings
1 drag handle for tractor	150 trolley track rails
6 empty drums (4-gallon)	2 screw drivers
6 empty drums (1-gallon)	7 empty tar and oil barrels (4-gallon)
20 hacksaw blades	80 ventilator tiles
1 hoe (wooden)	4 empty petrol drums (2-gallon)
60 empty kerosine oil tins (4-gallon)	
3 pumps (2 of ¾ in. and 1 of 1 in.)	

Colombo, March 31, 1928.

J. S. COATES,  
Salt Adviser.

**N**OTICE is hereby given that the under-mentioned private properties of long-sentenced prisoners of Negombo Prison will be sold by public auction at the Negombo Prison Gate on April 14, 1928 :—

9 sarongs	2 coats
2 cloths	5 handkerchiefs
5 belts	1 pair black shoes
8 banians	1 towel

Negombo Prison,  
March 28, 1928.

G. FURSE ROBERTS,  
Superintendent.

**N**OTICE is hereby given that the under-mentioned unserviceable articles will be sold by public auction on Wednesday, April 11, 1928, at 2.30 P.M., at the Police Headquarters, Maradana.

800 pairs boots, Constables	50 overcoats
3 pairs boots, European Police	5 raincoats
17 caps, Inspectors	4 curtains, mosquito
11 helmets	600 serge suits

\* S. H. DOLL,  
for Inspector-General of Police.

Police Headquarters,  
Maradana, March 29, 1928.

**N**OTICE 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.

H. ROSS COTTE,  
Government Printer.  
Government Printing Office,  
Colombo, March 24, 1928.



## UNOFFICIAL ANNOUNCEMENTS.

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

- Third 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 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 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. MATTHEW, Colombo .. .. .	One
D. W. WATSON, Colombo .. .. .	One
G. O. HUNT, Colombo .. .. .	One
H. J. BROMLEY, Colombo .. .. .	One
L. F. LERWAY 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 at 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 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 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 extra ordinary 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 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 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 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 :

W. R. MATTHEW, Colombo.

D. W. WATSON, Colombo.

G. O. HUNT, Colombo.

H. J. BROMLEY, Colombo.

L. F. LERWAY DAY, Colombo.

W. W. BERRY, Colombo.

F. CUNNINGHAM, Colombo.

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

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

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

- Secured Publication*
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, 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 ..	<u>Seven</u>

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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 Bargele 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 Ten thousand Rupees annually to be divided between them in such manner as they may determine, but the Company's General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall 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 Director 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 holder.
- (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, 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, 1961," 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 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 :

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 :



*James P. ...*

**MEMORANDUM OF ASSOCIATION OF THE COTENGADY TEA AND COFFEE ESTATES COMPANY, LIMITED.**

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, Coomblacodie, 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 afore-written, 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-Shareholders shall be entitled to the right of voting and of giving proxies and exercising the other rights and powers conferred on a sole Shareholder, and if the joint-holders cannot arrange amongst themselves as to who shall vote or give proxies and exercise such other rights and powers conferred on a sole Shareholder, the Shareholder whose name stands first on the register of shares, shall vote or give proxies and exercise those rights and powers; provided, however, that in the event of such first registered Shareholder being absent from the Island, the first registered Shareholder then resident in Ceylon shall vote or give proxies and exercise all such rights and powers as aforesaid.

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

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

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

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

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

#### CALLS.

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

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

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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

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

32. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with these Articles; and whether they 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, Coombalacodie, 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, 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 case 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:

[Second Publication.]

JOS. F. MARTYN,  
 Proctor, Supreme Court, Colombo.

Whittall &amp; Co. 13/2/28

NOTICE is hereby given that the partnership business carried on under the name, style, and firm of Whittall & Co., by Clifford Henry Figg, Sir James Thomson Broom, Arthur Stanley Collett, and Patrick Haggart Fraser has been terminated as from March 31, 1928, by the retirement of the said Sir James Thomson Broom by mutual consent as from the said date. The said partnership business will be carried on as from the said date by the continuing partners Clifford Henry Figg, Arthur Stanley Collett and Patrick Haggart Fraser.

WHITTALL &amp; Co.

Colombo, April 1, 1928.

**The Coconut Estates of Perak, Limited.**

NOTICE is hereby given that the Seventeenth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, April 14, 1928, at 11 A.M. 19/2/28

*Business.*

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

The Transfer Books of the Company will be closed from April 5 to 14, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,  
Colombo, April 4, 1928. Agents and Secretaries.

**The Coconut Estates of Perak, Limited.** 29/2/28

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at 14, Queen street, Fort, Colombo, the registered office of the Company, on Saturday, April 14, 1928, at 11.15 o'clock in the forenoon, for the purpose of considering, and, if thought fit, passing the following resolution :—

That out of the 30,000 unissued ordinary shares of Rs. 10 each in the capital of the Company, 10,000 shares be subdivided by each of such 10,000 shares being subdivided into 4 shares of Rs. 2.50 each, and that the shares resulting from such subdivision be numbered 300,001 to 340,000 (inclusive) and that the capital of the Company after such subdivision shall be as follows :—

Rs. 1,200,000 divided into 280,000 ordinary shares of Rs. 2.50 each numbered 1 to 240,000 (inclusive) and 300,001 to 340,000 (inclusive), 20,000 ordinary shares of Rs. 10 each numbered 250,001 to 270,000 (inclusive) and 30,000 8 per cent. participating cumulative preference shares of Rs. 10 each numbered 270,001 to 300,000 (inclusive).

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

By order of the Board,

WHITTALL & Co.,  
Colombo, April 4, 1928. Agents and Secretaries.

**The Telok Bharu Coconut Company, Limited.**

NOTICE is hereby given that the Sixteenth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, April 14, 1928, at 11.30 A.M. 19/2/28

*Business.*

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

The Transfer Books of the Company will be closed from April 5 to 14, 1928, both days inclusive.

By order of the Directors,

WHITTALL & Co.,  
Colombo, April 4, 1928. Agents and Secretaries.

**The Niriwatte Company, Limited.** 16/2/28

NOTICE is hereby given that the Eighth Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, 14, Queen street, Fort, Colombo, on Saturday, April 14, 1928, at 11.45 A.M.

*Business.*

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

By order of the Directors,

WHITTALL & Co.,  
Colombo, April 2, 1928. Agents and Secretaries.

**The Arctic Roofing Company (Ceylon), Limited.** 12/2/28

NOTICE is hereby given that an Extraordinary General Meeting of the Shareholders of this Company will be held on April 19, 1928, at 11 A.M. at the registered office of the Company at New Imperial Bank buildings, Fort, to confirm as a special resolution, the under-noted resolution which was passed at the Extraordinary General Meeting of Shareholders held on March 30, 1928, viz. :—

“That the Company be wound up voluntarily.”

By order of the Directors,

ALFORD BUCKLE & Co.,  
Colombo, March 30, 1928. Agents and Secretaries.

**The Ceylon Ice and Cold Storage Company, Limited.**

NOTICE is hereby given that the Twenty-sixth Ordinary General Meeting of Shareholders will be held at the registered office of the Company, Prince building, Prince street, Fort, Colombo, on Thursday, April 19, 1928, at 3 P.M. 18/2/28

*Business.*

1. To receive the report of the Directors and accounts to December 31, 1927.
2. To declare a final dividend.
3. To elect two Directors.

4. To appoint Auditors for 1928.

5. To transact such other business as may properly come before the Meeting.

The Share Transfer Books of the Company will be closed from April 5 to 22, 1928, both days inclusive.

By order of the Directors,  
LEWIS BROWN & CO., LTD.,  
Agents and Secretaries.

Colombo, March 31, 1928.

The Tea Company of Ceylon, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the Office of the Colombo Commercial Co., Ltd., Slave Island, Colombo, on Monday, April 16, 1928, at 8.30 o'clock in the morning, for the purpose of considering, and, if thought fit, passing the following resolution:—

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

(a) By deleting Article 115 of the Company's Articles of Association and inserting in lieu thereof the following Article, namely:—

115. *Common Seal.*—The Directors shall provide a common seal of the Company, and for the safe custody of the same. 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/or secretaries of the Company, who shall attest the sealing thereof; such attestation on the part of the agents and/or secretaries, in the event of a firm being the agents and/or 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 procurationem* or signing for and on behalf of the said firm as such agents and/or secretaries, and in the event of a Company whether domiciled or incorporated in the Island of Ceylon or elsewhere being the agents and/or 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/or secretaries. The sealing shall not be attested by one person in the dual capacity of Director and representative of the agents and/or 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/or secretaries of the Company shall be presumed to be duly executed.

(b) By deleting Article 120 of the Company's Articles of Association and inserting in lieu thereof the following Article:—

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

(c) By deleting Article 122 (a) of the Company's Articles of Association and inserting in lieu thereof the following Article:—

122. (a) *Payment of Dividend in Specie, &c.*—Any General Meeting may direct payment of any dividend

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

(d) By inserting after the existing Article 127 of the Company's Articles of Association the following Article, which shall be numbered 127 (a):—

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

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

By order of the Board,  
COLOMBO COMMERCIAL CO., LTD.,  
Colombo, April 4, 1928. Agents and Secretaries.

## Auction Sale under Mortgage Decree.

In the District Court of Galle.

Gardiye Hewage Magi Nona of Ahangama ..... Plaintiff.

No. 22,381. Vs.

Arukatti Patebendige Daniel Abeysuriye of Kottiwegoda ..... Defendant.

UNDER and by virtue of commission issued to me in the above case, I shall offer for sale on Saturday, April 28, 1928, at 2 P.M. at the spot, the following property:—

All the soil and fruit trees and all the buildings standing on the land called defined lot D of Pallimulla tottam alias Lebbegeewatta bearing assessment No. 216, at Kottiwegoda, in the town of Matara.

Amount Rs. 2,337, with legal interest, till payment in full and costs.

Galle, March 23, 1928.

H. W. WEERASINGHE,  
Licensed Auctioneer.

## Auction Sale.

UNDER mortgage decree in case No. 22,847, P. O. Colombo, I shall sell by public auction on Saturday, April 28, 1928, at 4 P.M. at the spot for the recovery of the sum of Rs. 2,175 further interest and costs of suit, the following property, to wit:—All that portion of land called Kovilewatta, with the trees, plantations, and buildings standing thereon, bearing assessment Nos. C 86 and G 66 A, situated at Moratuwella in Moratuwa; containing in extent 1 rood and 5 49/100 perches.

W. D. E. ABRAHAM,  
Auctioneer and Broker.

1, Hulftsdorp, Colombo.

## Application for Enrolment as an Advocate.

I, NIHAL WANSAPALA JAYEWICKREME GUNESKERE of Lincoln's Inn, Barrister-at-Law, presently of the Laurels, Alfred place, Colombo, do hereby give notice that I shall, six weeks hence, apply to the Hon. the Chief Justice and the other Judges of the Supreme Court of the Island of Ceylon to be admitted and enrolled an Advocate of the said court.

April 4, 1928.

NIHAL GUNESKERE.

## APPLICATION FOR FOREIGN LIQUOR LICENCES, &amp;c.

I hereby give notice that I have on March 14, 1928, applied to the Hon. the Government Agent, Western Province, for the licence shown in the schedule hereto annexed, in compliance with Excise Notification No. 75 of June 15, 1918:—

Name and address of applicant: A. P. Casie Chitty, 4th Cross street, Pettah.

Description of licence applied for: Retail off and restaurant.

State whether application is for renewal of existing licence or licences or for a new licence or licences: Change of premises.

Situation of premises to be licensed: 116, Ja-ela.

A. P. CASIE CHITTY.

## NOTICES UNDER "THE EXCISE ORDINANCE, No. 8 OF 1912."

## Notice regarding Closing, Opening, and Transferring of Toddy Taverns.

NOTICE is hereby given that it is proposed to close/open/transfer the toddy taverns specified in the schedule below from October 1, 1928. I shall be prepared to receive any written representations up to May 25, 1928, on which date at the Kandy Kachcheri between the hours of 2 and 3 P.M., I shall also be prepared to receive any verbal representations that may be made to me regarding the closing, opening, and transferring of such taverns.

March 29, 1928.

W. L. KINDERSLEY,  
Government Agent.*To be closed.*

Toddy tavern within the Yatawara wasama in Pata Dumbara.

*To be re-opened.*

Toddy tavern within the Ancumbura wasama in Harispattu.

*To be transferred.*

To fix the locality of Bowwagama-Imbulpitiya toddy tavern as within the village of Bowwagama, but not within 20 yards of the Kotmale-Nawalapitiya road.

## Sale of Arrack Rents, Ratnapura District, 1927-28.

TENDERS are hereby invited for the purchase of the under-mentioned arrack rents of the Ratnapura District, as per schedule annexed, for a period of five months from May 1, 1928, to September 30, 1928.

2. Tenders which must be in sealed envelopes superscribed "Tenders for Arrack Rents" should be addressed to the Government Agent, Province of Sabaragamuwa, and should reach the Ratnapura Kachcheri, not later than 10 A.M. on Monday, April 16, 1928. The tenderers must be present at the Kachcheri at the time.

3. The Government Agent shall have power in his discretion to refuse to accept any tender subject to which power the highest tenderer shall be the grantee of the rent, and shall conform to and perform all the conditions appearing in the *Government Gazette* No. 7,596 of July 29, 1927, under which the privilege is sold. If two or more tenderers are equal or if there are no satisfactory tenderers, the Government Agent may forthwith put up the rents for sale by public auction.

4. The rent will, subject to condition 3 above, be sold to the person who offers the highest price as "rent" (exclusive of duty and cost price) for every gallon of arrack removed from the Government Warehouse for sale in the tavern. Separate prices should be quoted as rent (1) for arrack in bulk, Rs. — per gallon, (2) and for arrack in sealed bottles, Rs. — per gallon.

5. Intending tenderers are hereby notified that the Excise valuations will allow for twice as much profit on sealed bottles as on bulk.

6. The successful tenderer shall immediately pay to the Government Agent a sum equivalent to six weeks' rent calculated on the basis of the average consumption for six weeks during the period October, 1926, to March, 1927, as a security deposit, and sign conditions and agreement furnishing necessary stamps.

7. Any other particulars can be obtained on application at the Ratnapura Kachcheri.

The Kachcheri,  
Ratnapura, March 31, 1928.C. H. COLLINS,  
Government Agent.*Schedule referred to.*

No.	Division.	Locality or Range.
3	Kururwiti korale	Within the Getahetta village
12	Meda korale	Within the Udawela village
14	Kolonna korale	Within the Ittekanda village

## MISCELLANEOUS DEPARTMENTAL NOTICES.

### Ceylon Medical College.

FINAL EXAMINATION, MARCH, 1928.

*First Class (in Order of Merit).*

None.

*Second Class (in Order of Merit.)*

None

THE following complete the Examination :—

- No. 1. G. H. Arndt
- No. 2. C. T. Chelliah
- No. 5. S. D. de Silva
- No. 11. S. Thiruwanakarasu
- No. 12. S. A. Kulatilleke
- No. 13. R. G. Paranavitane
- No. 14. E. H. Blaze

The above-named students have fulfilled the requirements for the Licence in Medicine, Surgery, and Midwifery.

The following pass in the subjects stated :—

- No. 10. E. J. Ratnayake .. Medicine and Midwifery
- No. 15. A. E. G. LaBrooy .. Surgery and Midwifery
- No. 7. J. C. B. Gunasekera .. Surgery
- No. 8. L. Udalagama .. Surgery
- No. 21. H. Gunawardena .. Surgery
- No. 19. M. P. Drahaman .. Medicine
- No. 9. W. E. S. Winn .. Midwifery
- No. 16. S. Rajah .. Midwifery
- No. 17. J. L. C. Peiris .. Midwifery

SECOND APOTHECARIES' EXAMINATION, MARCH, 1928.

*First Class (in Order of Merit).*

- No. 4. B. M. E. Wimalaratne
- No. 9. C. Rasiah
- No. 11. R. C. Withalasureiya
- No. 12. W. R. de Silva

*Second Class (in Order of Merit).*

- No. 2. O. E. D. Karunaratne
- No. 5. K. D. Abraham
- No. 19. A. D. S. Gurusinghe
- No. 10. J. D. Herat
- No. 8. S. M. J. Navaratne

The following complete the Examination :—

- No. 15. T. G. A. Fonseka.

The following pass in the subjects stated :—

- No. 1. T. Velupillai .. Elementary Medicine and Hygiene, Materia Medica, and Hospital Forms
- No. 7. W. Peter .. Elementary Medicine and Hygiene, Elementary Surgery and Midwifery, and Hospital Forms

F. O'B. ELLISON,

Registrar and Professor of Physiology.

Colombo, March 29, 1928.

### Ceylon Government Railway.

IT is hereby notified that the following candidates have passed the examination held on February 16, 17, and 18, 1928, for admission to Class II. of the Railway Clerical Service :—

1. B. J. B. V. Perera .. Government Mineralogist's Office, Colombo
2. T. Ediriweera .. Chief Accountant's Department, Ceylon Government Railway
3. J. H. D. Hamer .. "Park House," Maligakanda, Colombo
4. P. D. A. Jayawardana .. Chief Accountant's Department, Ceylon Government Railway
5. T. W. de Ruberu .. Madapatha R. O. *via* Kesbewa

6. G. S. Munidasa .. Transportation Department, Ceylon Government Railway
7. J. H. Seneviratne .. do.
8. V. P. de Silva .. 223, Emalin Cottage, Moratuwa
9. P. E. Navaratne .. 50, Silversmith street, Colombo
10. G. S. Richards .. Chundikuli, Jaffna
11. V. Thambipillai .. St. Mary's English School, Kalmunai
12. M. D. A. Abeyaratne .. Mechanical Engineer's Department, Ceylon Government Railway
13. C. Sivagnanam .. Koddady, Jaffna
14. P. S. de Silva .. Way and Works, Department, Ceylon Government Railway
15. E. Jayawardene .. St. Benedict's College, Colombo
16. A. P. E. Galappatty .. Mechanical Engineer's Department, Ceylon Government Railway
17. C. Rajaratnam .. Teacher, Velanai East, *via* Kayts
18. C. W. Ratnayake .. Rusing Group, Akmirana, Galle
19. N. H. D. Senatillake .. Railway Storekeeper's Department, Ceylon Government Railway
20. G. Thillanayagam .. Transportation Department, Ceylon Government Railway
21. M. R. O. Musaffer .. Way and Works Department, Ceylon Government Railway
22. P. D. A. Samaranayake .. Chief Accountant's Department, Ceylon Government Railway
23. D. S. de Alwis .. Dodanduwa.
24. D. J. de Alwis .. General Manager's Department, Ceylon Government Railway
25. I. Rasiah .. Mechanical Engineer's Department, Ceylon Government Railway
26. W. E. de Silva .. Chief Accountant's Department, Ceylon Government Railway
27. K. Kandavanam .. General Manager's Department, Ceylon Government Railway
28. D. A. Lewishamy .. Mechanical Engineer's Department, Ceylon Government Railway
29. A. Somasundram .. do.
30. C. E. Kannangara .. Railway Storekeeper's Department, Ceylon Government Railway
31. V. Ganeshapillai .. Transportation Department, Ceylon Government Railway
32. S. Kandiah .. No. 7, Smith street, Colombo
33. V. Paranjothy .. Transportation Department, Ceylon Government Railway
34. E. Boteju .. Chief Accountant's Department, Ceylon Government Railway

R. F. GOONFRATNA,  
for General Manager.  
General Manager's Office,  
Colombo, March, 30, 1928.

### Change of Management.

NOTICE is hereby given that Mr. K. Ponnambalam has been appointed Manager of the school mentioned below.

*School referred to.*

J/Vaddukoddai East Mixed School.

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

### Change of Management.

NOTICE is hereby given that the Hon. Mr. S. Rajaratnam has been appointed as General Manager of the schools that are under the Hindu Board for the Promotion of Education, in place of the Hon. Mr. W. Duraiswamy.

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



**Debarring from entering Public Examinations.**

IT is hereby notified that U. Simeon Fernando of the Wennappuwa Roman Catholic Boys' School is debarred from entering any public examination for four years, for resorting to unfair means at the Vernacular Pupil Teachers' Examination held in February, 1928.

Education Office,  
Colombo, March 28, 1928.

L. MACRAE,  
Director of Education.

**Dunnotar Estate School.**

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

Education Office,  
Colombo, March 30, 1928.

L. MACRAE,  
Director of Education.

**Ng/Watinapaha Vernacular Mixed School.**

NOTICE is hereby given that an application has been received from Rev. Father J. B. Meary for grant in aid of the above school, which is situated at Watinapaha in Negombo District of the Western Province.

Observations will be received not later than May 10, 1928.

Education Office,  
Colombo, April 4, 1928.

L. MACRAE,  
Director of Education.

**Kudaheenatiyangala Vernacular Mixed School.**

NOTICE is hereby given that an application has been received from Rev. B. Dhammaloka for grant in aid of the above school, which is situated at Kudaheenatiyangala, in Kalutara District of the Western Province.

Observations will be received not later than May 10, 1928.

Education Office,  
Colombo, April 4, 1928.

L. MACRAE,  
Director of Education.

**Special Apprentices for Posts in Minor Supervising Grades.**

APPLICATIONS are invited for enlistment as Special Apprentices for training for posts in Minor Supervising Grades of the Ceylon Government Railway (Locomotive, Carriage, and Wagon, and Paint Shops, and Running Sheds).

Candidates must not be less than 16 or more than 21 years of age on the date of examination, must be of good physique, unmarried, and have previously passed the Cambridge Senior Local or other higher examination.

Further particulars can be obtained from the General Manager.

Applications from intending candidates should be addressed to the General Manager, Ceylon Government Railway, and should reach him not later than April 20, 1928.

General Manager's Office,  
Colombo, March 29, 1928.

T. E. DUTTON,  
General Manager.

**Government Bursaries.****BURSARIES.**

BURSARIES for poor deserving Medical Students have been instituted by the Government to cover the cost of both the Pre-medical and Medical Courses. The number will be limited to ten per cent. of the accepted entries for the Pre-medical Course at University College in any one year

with the addition of one extra Bursary which will be offered each year and reserved for a lady student. Each shall be held subject to satisfactory academic progress being maintained from year to year.

2. The award of these Bursaries shall be made by the Medical College Council, subject to approval by the Government.

**Rules.**

(1) Candidates may be of any race, but must either be born in Ceylon, or of at least one Ceylonese parent.

(2) Candidates must not be over 21 years of age, must be physically fit for a medical career, of good character, and the necessary standard of general education required for entrance to the University College.

(3) Certificates proving the particulars required by rule (2) must be furnished in submitting application for a Bursary.

(4) Preference shall be given to such candidates as shall appear to the Council by their superior attainments and promise of usefulness to be more deserving of the advantage of these Bursaries.

(5) No candidate shall be eligible unless his or her parents or guardians produce evidence to the satisfaction of the Council that they are unable to pay the Medical College fees for such candidates, and they may be required to do so subsequently from time to time.

(6) The Registrar shall report to the Council at the end of each session on the progress and conduct of the holders of the Bursaries. In the event of such report being unsatisfactory, any Bursary may be withdrawn by the Council.

(7) Should the holder of a Bursary win the entrance or First Professional Scholarship he (or she) shall vacate his (or her) Bursary during the period covered by the Scholarship.

(8) Canvassing of members of the Ceylon Medical College Council by candidates or on their behalf shall disqualify any candidate.

F. O'B. ELLISON,  
Registrar and Professor of Physiology.

March 29, 1928.

**Interruption to Traffic on Main Roads.****CENTRAL PROVINCE (NORTH).****Kandy District.**

IT is hereby notified that, owing to the removal of the old bridge and erection of a new one, the 22nd mile of the Kandy-Haragama-Kurunduoya road will be closed for traffic from 6 A.M. on Saturday, April 21, to 6 P.M. on Monday, April 23, 1928.

W. J. THORNHILL,  
Public Works Office, for Director of Public Works.  
Colombo, March 30, 1928.

**Shorthand Typist, Secretariat.**

A SHORTHAND TYPIST at the Secretariat. The post will be pensionable and the salary attached to it will be Rs. 2,400 per annum rising by annual increments of Rs. 120 to Rs. 3,000 per annum, with the usual rent allowance.

Applications should be addressed to the Colonial Secretary so as to reach the Secretariat not later than April 16, 1928.

GEORGE PHOEBUS,  
Colonial Secretary's Office, for Colonial Secretary.  
Colombo, March 31, 1928.

WITH reference to the notification dated February 7, 1928, appearing in the *Government Gazette* No. 7,628 of February 10, 1928, relating to the creation of Teldeniya town Births and Deaths Registration division and the alteration of Births and Deaths Registration divisions of Pata Dumbara Palis pattu east division No. 5 (excluding the portion included in Teldeniya town division) and Pata Dumbara Palis pattu west division No. 6 (excluding the portion included in Teldeniya town division) it is hereby notified that the persons whose names appear in the subjoined schedule have been appointed with effect from April 1, 1928, to be Registrar of Births and Deaths for the divisions noted opposite their names holding office in the places appearing in column 3.

Registrar-General's Office,  
Colombo, March 30, 1928.

E. R. DE SILVA,  
Registrar-General.

SCHEDULE ABOVE REFERRED TO.  
*The Central Province—Kandy District.*

1. Name of Registrar.	2. No. and Name of Registration Division.	3. Place of Office.
W. M. I. W. R. B. Goonawardana ..	20—Pata Dumbara Palis pattu west division No. 5	Idamawalawwewatta in Karaliyadda. Additional office: Liyangollewatta in Werapitiya
P. E. M. Ran Banda ..	21—Pata Dumbara Palis pattu west division No. 6	Migastennewatta in Arattana. Additional office: Paluwatta in Naranpanawa
Dr. C. F. O. Pandithasekara ..	21A—Teldeniya town	Government hospital, Teldeniya
P. Nagalingam (Deputy) ..	do.	do.

Loss of Firearms.

JAFFNA DISTRICT.

(1) Description of the gun: A single-barrelled muzzle-loading gun licensed under No. A 82174/2157 and bearing No. X419 marked on the stock.

Name of owner: Supper Simhatamby of Pokkaruppu.  
Remarks: The owner is dead and the whereabouts of the gun are not known.

(2) Description of the gun: A single-barrelled muzzle-loading gun licensed under No. B11362/2469 and bearing No. 642 marked on the stock.

Name of owner: Arumugam Mootatamby of Kottan-darkulam.

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

(3) Description of the gun: A single-barrelled muzzle-loading gun licensed under No. B37593/2625 and bearing No. 638 marked on the stock.

Name of owner: Murugar Mailvaganam of Ittavil.  
Remarks: The owner is dead and the whereabouts of the gun are not known.

(4) Description of the gun: A single-barrelled muzzle-loading gun licensed under No. B37675/2707 and bearing No. X420 marked on the stock.

Name of owner: Kanapathy Sellar of Pulopalai.  
Remarks: The owner is dead and the whereabouts of the gun are not known.

(5) Description of the gun: A single-barrelled muzzle-loading gun licensed under No. B64477/2759 and bearing No. 0294 marked on the stock.

Name of owner: Velan Vairavan of Pokkaruppu.  
Remarks: The owner is dead and the whereabouts of the gun are not known.

(6) Description of the gun: A single-barrelled muzzle-loading gun licensed under No. B64479/2761 and bearing No. X477 marked on the stock.

Name of owner: Vairavan Kandan of Pokkaruppu.  
Remarks: The owner is dead and the whereabouts of the gun are not known.

(7) Description of the gun: A single-barrelled muzzle-loading gun licensed under No. B64508/2790 and bearing No. 846/1218 marked on the barrel.

Name of owner: Mr. E. S. W. Senathirajah of Kalvalavu estate, Pallai.  
Remarks: The owner is dead and the whereabouts of the gun are not known.

(8) Description of the gun: A single-barrelled muzzle-loading gun licensed under No. B64642/2924 and bearing No. 904 marked on the stock.

Name of owner: Kandiah Sithamparapillai of Soran-pattu.  
Remarks: The owner is dead and the whereabouts of the gun are not known.

The Kachcheri,  
Jaffna, March 29, 1928.

W. C. D. PENTELOW,  
for Government Agent.

RATNAPURA DISTRICT.

Description of property: One single-barrelled cap-gun No. 1,450 on stock.

Licensee: M. Brajmanahamy of Urawela.

Licence No. 637/KM

Remarks: Whereabouts of the licensee cannot be traced. Licence for 1927 has not been renewed.

J. M. DE SILVA,  
for Government Agent.

The Kachcheri,  
Ratnapura, March 30, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises known as the S. P. C. A. Refuge for animals, Baseline 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 26, 1928.

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

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 264, situated at Timbirigasyaya 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 18, 1928.

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

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 3, situated at Buller's road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 24, 1928.

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

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 10, situated at Vauxhall street, Slave Island, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 23, 1928.

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

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises known as the Septre Plumbago Works, Model Farm, Buller's road, Colombo: Such premises are, hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 20, 1928.

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

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 41/22, situate at Park 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 20, 1928.

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

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 480, situated at Kanatta road, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 20, 1928.

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

**Foot-and-Mouth Disease.**

WHEREAS by proclamation dated March 16, 1928, published in the *Government Gazette* No. 7,635 of March 22, 1928, the premises bearing assessment No. 207, situated at Bambalapitiya, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 27, 1928.

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

**Foot-and-Mouth Disease.**

WHEREAS by proclamation dated March 16, 1928, published in the *Government Gazette* No. 7,635 of March 22, 1928, the premises bearing assessment No. 21, situated at St. Joseph's lane, Bambalapitiya, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 27, 1928.

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

**Foot-and-Mouth Disease.**

WHEREAS by proclamation dated March 9, 1928, published in the *Government Gazette* No. 7,634 of March 16, 1928, the premises known as the Playground of Prince of Wales' avenue, 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 25, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 29, 1928. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS by proclamation dated March 20, 1928, published in the *Government Gazette* No. 7,635 of March 22, 1928, the premises known as the Modera Police Station, Modera, 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 25, 1928.

The Municipal Office, CHAS. W. PATE,  
Colombo, March 30, 1928. Municipal Veterinary Surgeon.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Tawalampitiya in Udugaha pattu, Hapitigam korale of 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 village boundaries of Wilwatta and Mirigama, south by village boundary of Kirindiwala, east by Crown land called Mirigankanda, west by Tawalampitiya-Danovita Village Committee road and the boundary of Sanitary Board town, Mirigama.

This declaration shall take effect from the date hereof.

March 24, 1928. A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Nawala, in garden No. 57, 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 Mrs. D. T. Weerasekera, south by land belonging to N. D. Cooray, east by land belonging to Mr. George de Vas Tilakarathna, west by fields belonging to the Crown.

This declaration shall take effect from the date hereof.

March 26, 1928. D. E. WIJESEKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Pepiliana, in garden Kahatagahawatta, 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 footpath of Pihimbiahawatta, south by footpath from Pepiliana to Bellantara, east by high road to Ratnapura, west by Ambagahawatta.

This declaration shall take effect from the date hereof.

March 26, 1928. D. E. WIJESEKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Nawala, in garden No. 278, 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 J. P. Rodrigo, south by land belonging to M. J. Marthis, east by Dewata road, west by land belonging to W. Salman Perera.

This declaration shall take effect from the date hereof.

March 26, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Nawala, in garden No. 84, 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 William Dias, south by dewata road, east by land belonging to R. A. Cooray, west by land belonging to E. S. Hamine.

This declaration shall take effect from the date hereof.

March 26, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Nawala in garden No. 270, 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. D. Cooray, south by land belonging to M. William Rodrigo, east by fields, west by Crown lands.

This declaration shall take effect from the date hereof.

March 26, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Nawala, in garden No. 60, 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 and land belonging to William Dias, south by land belonging to L. Arnolis Perera, east by dewata road and land belonging to N. D. Cooray, west by Crown land.

This declaration shall effect from the date hereof.

March 27, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Hithgahawatta at Meddogama, in Siyane korale east 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 paddy field called Wathdeniyekumbura, south by Maha-ela, east by paddy field called Ulahiripitiya and Maha-ela, west by Pasyala Hanwella District Road Committee road.

This declaration shall take effect from the date hereof.

March 26, 1928.

J. ERIC PERERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out on Kosgahawatta at Walpola, 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 Pinchadewage William Fernando, south by land belonging to Dadayakkaradewage Ewanis Fernando, east by field, west by boundary of land belonging to Ranpatidewage Arnolis Fernando, Police Vidane.

This declaration shall take effect from the date hereof.

Wattala, March 27, 1928.

TIMOTHY F. ABAYAKOON,  
Chief Headman.

**Foot Disease.**

**WHEREAS** foot disease has broken out at Lakmipathiya 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 the road to the Angulana Railway Station, south by the estate belonging to Mr. E. L. F. de Soysa, east by the estate belonging to Mr. Walter de Soysa, west by the Calle road.

This declaration shall take effect from the date hereof.

March 24, 1928.

G. W. DE FONSEKA,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Watareka in the Meda pattu, Hewagam 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 footpath, south by the field belonging to Kankanige Sinnappu, east by Pinnalanda estate, west by the Depa-ela.

This declaration shall take effect from the date hereof.

March 10, 1928.

A. E. ABHAYARATNE,  
Mudaliyar, Hewagam Korale.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Watareka in the Meda pattu, Hewagam 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 the Watarekaradagekumbura, south by the Galabendihena estate, east by ditto, west by Mahadeniyakumbura.

This declaration shall take effect from the date hereof.

March 10, 1928.

A. E. ABHAYARATNE,  
Mudaliyar, Hewagam Korale.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Watareka in the Meda pattu, Hewagam 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 the Depa-ela, south by the field called Weliwattakumbura, east by the field called Halkandawela, west by the land called Kandabodawatta.

This declaration shall take effect from the date hereof.

March 10, 1928. A. E. ABHAYARATNE,  
Mudaliyar, Hewagam Korale.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Aturugiriya, No. 490, in the Palle pattu, Hewagam 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 the land called Theberunwatta, south by the Talangama-Padukka District Road Committee road, east by the Mullegamwela, west by the village boundary of Pore.

This declaration shall take effect from the date hereof.

March 15, 1928. A. E. ABHAYARATNE,  
Mudaliyar, Hewagam Korale.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Godagama, No. 483, in the Palle pattu of Hewagam 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 the temple land of Godgama, south by the lands belonging to Jayasinghe Aratchige Romanis Alwis and others, east by the tract of field called Kolaiawelyaya, west by Talangama-Padukka District Road Committee road.

This declaration shall take effect from the date hereof.

March 20, 1928. A. E. ABHAYARATNE,  
Mudaliyar, Hewagam Korale.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Asgiriya, 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 tract of field, south by tract of field, east by high road, west by tract of field.

This declaration shall take effect from the date hereof.

March 26, 1928. C. H. A. SAMARAKODY,  
Chief Headman.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Horetuduwa, in the Panadure-Totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by the cart road leading to Ihala-ganga, east by the Ihala-ganga, south by the approach

road to Fernando mills, and west by the Colombo-Galle high road, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from March 27, 1928.

EDMUND PIERIS,  
Mudaliyar of Panadure and Kalutara Totamunes.  
Panadure, March 27, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Hettimulla, in the Kalutara Totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by Kankanangoda and Ambe-pitiya, east and south by Kalawil-ganga, and west by the Colombo-Galle high road, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from March 31, 1928.

EDMUND PIERIS,  
Mudaliyar of Panadure and Kalutara Totamunes.  
Panadure, April 2, 1928.

**Foot-and-Mouth Disease.**

**WHEREAS** foot-and-mouth disease has broken out at Castlereagh estate in Ambagamuwa korale of Uda-Bulatgama district of the Central Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area excluding therefrom the cart road running through the estate, is infected, viz. :—

The area is bounded on the north by Claverton estate, south by Dankeld estate, east by Carfax river, west by Upper Dankeld.

This declaration shall take effect from the date hereof.

March 27, 1928. T. B. WAKAULLE,  
Acting Ratemahatmaya, Uda Bulatgama.

**Hoof-and-Mouth Disease.**

**WHEREAS** hoof-and-mouth disease has broken out at the villages of Udawela and Dehelgamuwa in Ihala-wisideke korale west of Hiriyala hatpattu of Kuru negala 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 village limit of Talahinna, south by Poramulla tank bund, east by Neganahirakanda, Walaskanda, and Batalagoda estate, west by village limits of Pannala, Wadupola, and Atalla.

This declaration shall take effect from the date hereof.

March 26, 1928. P. B. MADAHAPOLA,  
Ratemahatmaya, Hiriyala Hatpattu.

**Hoof-and-Mouth Disease.**

**WHEREAS** hoof-and-mouth disease has broken out at Udagama and Mohottawa palata, in Mahagalboda Megoda South korale of Weudawili hatpattu, in 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 Siyambalagastenna estate, south by the village boundary of Atamune and Maraluwawa, east by village boundary of Ranawana and Henegedera, west by Meddegamakanda.

This declaration shall take effect from the date hereof.

March 24, 1928. J. MADAWALA,  
Acting Ratemahatmaya, Weudawili Hatpattu.

## Summary of Accounts of the Jaffna Urban Education District Committee for the Year 1927.

(Vide Section 29 (2) of Ordinance, No. 1 of 1920.)

RECEIPTS.	Rs.	c.	PAYMENTS.	Rs.	c.
Revenue—			Expenditure—		
Government current ..	21,853	0	Salaries ..	1,530	0
Other receipts—			New school buildings ..	10,553	50
Security deposited by tenderer for school building	2,000	0	Miscellaneous ..	109	28
	<u>23,853</u>	<u>0</u>		<u>12,192</u>	<u>78</u>
Balance brought forward ..	7,989	40	Balance on December 31, 1927 ..	19,649	62
	<u>31,842</u>	<u>40</u>		<u>31,842</u>	<u>40</u>

Jaffna, March 28, 1928.

A. CANAGARATNAM,  
Chairman.

## Statement of Accounts of the Urban Education District Committee, Chilaw, for the Year 1927.

RECEIPTS.	Amount.	Total	PAYMENTS.	Amount.	Total.
	Rs.	Rs. c.		Rs. c.	Rs. c.
Balance on January 1, 1927 ..	4,136	90	Salaries ..	810	0
Bank interest on deposit ..	<u>75</u>	<u>24</u>	Allowances ..	32	54
		4,212	Stationery ..	34	18
			Rent and other charges ..	<u>63</u>	<u>0</u>
				<u>939</u>	<u>72</u>
			Balance in hand on December 31, 1927..	3,272	42
				<u>Total ..</u>	<u>4,212</u>
		<u>Total ..</u>			<u>14</u>
		4,212			14

Chilaw, March 27, 1928.

N. J. MARTIN,  
Chairman.

## NOTICE TO MARINERS.

No. 7 of 1928.

## CEYLON—NORTH COAST OBSTRUCTIONS.

**N**UMEROUS fish traps exist off the North Coast of Ceylon to which are attached large blocks of wood and 3½-inch Coir Moorings. These constitute a danger to steam vessels particularly at night.

Publications affected: Bay of Bengal, Pilot 5th Edition 1921, page 182.

Master Attendant's Office,  
Colombo, March 31, 1928.E. C. STUBBS, Captain, R.N. (Retired),  
Master Attendant.

## LOCAL BOARD NOTICES.

## Notice re Monthly Meetings, Local Board, Moratuwa.

**I**T is hereby notified for general information that the Ordinary Monthly Meetings of the Local Board of Moratuwa will be held on the third Tuesday of the month at 9 A.M. at the Local Board Office, Moratuwa.

Local Board Office,  
Moratuwa, March 28, 1928.D. B. SENEVIRATNE,  
Deputy Chairman.

## MUNICIPAL COUNCIL NOTICES.

## MUNICIPALITY OF KANDY.

Minutes of Proceedings of a Meeting of the Municipal Council of Kandy held in the Town Hall, Kandy, on January 21, 1928, at 8 a.m., in accordance with Notice dated January 17, 1928.

*Present* :—Mr. R. H. Whitehorn, Chairman; Mr. J. C. Ratwatte; Mr. G. E. de Silva; Dr. G. P. Hay; Mr. Haji M. S. Usoof Ismail; Mr. S. A. Wijayatilake; Dr. F. Keyt; Mr. A. V. Perera.

Before proceeding with the Agenda, Mr. de Silva moved—"That this Council do place on record their sense of sorrow at the death of Mr. J. C. Wimalasirie who acted as Secretary to the Municipal Free Ayurvedic Dispensary from its inception in 1925."

Mr. Wijayatilake seconded and the motion was carried, all members standing.

1. The Minutes of Proceedings of the Meeting held on December 10, 1927, and of the Special Budget Meeting held on the same date having been previously submitted to the Chairman for his approval and copies thereof furnished to each member were taken as read and confirmed by the Chairman.

2. The following documents were submitted :—

(a) Statement of Electricity Department accounts from close of 1926 to November 30, 1927.

(b) Progress report of works for December, 1927.

(c) Health Officer's report for December, 1927.

(d) Statement of cases instituted by the several Inspectors and of work done by the Municipal Magistrate during the month of December, 1927.

(e) The reservoir readings for December, 1927.

Resolved that the statement (a) together with the Minutes of Proceedings of this Meeting, as required by section 83 of the Municipal Councils Ordinance, No. 6 of 1910, be forwarded to the Colonial Secretary for publication in the *Government Gazette*.

3. Report from the Supervisor of Conservancy on public latrines inspected during December, 1927—Tabled.

4. Petitions :—(1) Mr. de Silva presented a petition from the residents of Mavilmada praying from the establishment of a cemetery in that locality.

Resolved that the Chairman look into the matter and report to Council.

(2) Mr. Perera drew the attention of the Council to a petition presented to the Council some time ago praying for the removal of the public latrine near the Katukele Hindu temple.

The Chairman agreed to look into the matter.

(3) Mr. Perera presented a letter addressed to him by Mr. W. H. Pate making various suggestions.

Resolved that the letter be circulated.

5. Correspondence :—(1) Letter No. U. 334/27 of December 9, 1927, from the Hon. the Colonial Secretary, stating that it is proposed to consider the question of lining the portion of the drain which passes under the railway near the cooly lines 8 and 9 on Deyanawella road in connection with the Government Estimates for 1928-1929.—Read.

(2) Letter No. M 535/27 of January 4, 1928, from the Hon. the Colonial Secretary stating that the Chairman's declaration dated December 17, 1927, under the Quarantine and Prevention of Diseases Ordinance, 1897, has been confirmed by the Governor in Executive Council.—Read.

6. Pursuant to notice, Mr. de Silva asked—What steps have been taken to widen Lady McCarthy's road?

The Chairman replied as follows :—As the efforts made to acquire the land necessary for widening the road, under section 151 of the Municipal Councils Ordinance, failed, an application was made to the Government Agent on October 4 last for acquisition under the Land Acquisition Ordinance. The work will be proceeded with as soon as the land is available. A vote for Rs. 850 on this account is being asked for. A vote for Rs. 880 has also been voted for the improvement of the hairpin bends on this road. This matter will be taken up shortly.

6A. Pursuant to notice, Mr. Ratwatte asked—Will the Chairman be pleased to table a statement showing the number of deaths in Kandy town during the months of October, November, and December, 1926, and for the same period in 1927?

The Chairman tabled a statement giving the information, which was as follows :—

## Deaths in Kandy Town.

				1926.	1927.
October	..	..	..	98 ..	113
November	..	..	..	98 ..	111
December	..	..	..	110 ..	126

7. Pursuant to notice, Mr. de Silva was to move—That Mr. Mohideen be given an opportunity to offer his explanation with regard to the report made against him that he is not efficient to carry on his work.

It was decided to consider the motion with item 16 on the Agenda.

8. Pursuant to notice, Mr. de Silva moved—In view of the complaints made as to the unsatisfactory state of sanitation in Kandy, that the Medical Officer of Health be asked to reorganize his Department in such a manner so as to ensure better working of the Department in future. Mr. Perera seconded.—Carried.

9. Pursuant to notice, Mr. de Silva was to move—As the residents in Malabar street and Lady McCarthy's road are put into great inconvenience owing to the unsatisfactory state of water service that provision be made to supply water in carts.

The Chairman explained that the Superintendent of Municipal Works was giving his attention to this matter, and the motion was not therefore proceeded with.

10. Pursuant to notice, Mr. de Silva was to move—With regard to the management of the plague within the Municipal limits of Kandy, I move that the Chairman be pleased to state on what terms the Central Government has taken the working of it in the future.

The Chairman explained that the Medical Officer of Health, Central Province, is responsible to him for all measures taken in connection with plague.

The mover was satisfied with the explanation and the motion was withdrawn.

11. Pursuant to notice, Mr. de Silva moved—That this Council is of opinion that the Central Government should contribute a major portion of the expenses incurred for the working of the Sanitary Department in connection with the plague. Mr. Ratwatte seconded.—Carried.

The Chairman explained that the financial relations commission have laid down what proportion of the expenditure on plague should be borne by the Central Government, and an account would be rendered to them in due course for the charges payable by them.

12. To consider applications received for the post of Assistant Superintendent of Municipal Works on the revised salary.

Resolved that the applications be circulated in the Works Committee.

13. To consider petition dated October 12, 1927, from the timber merchants in Trincomalee street, asking the Council to set aside the decision made recently to close their timber depôts from January 1, 1928.

Resolved to ask the Medical Officer of Health to define the area within which no timber or wholesale firewood depôts will be allowed and to furnish a list of the present depôts; and that thereafter the timber and wholesale firewood merchants be given notice to evacuate by May 1, 1928.

14. To consider whether licences should be allowed for 1928 to work brick kilns at Getembe.

Resolved not to allow licences for brick kilns at Getembe.

15. To define street lines on Peradeniya road as per plan bearing M. S. P. P. No. 12, sections 1-4.

Resolved that consideration be deferred.

16. Papers relative to the transfer of Mr. Mohideen, Clerk, Grade III., as Slaughter-house Clerk.

Resolved that Mr. Mohideen should revert to the Secretariat.

17. To consider the question of acquisition of road frontages under section 150 of the Municipal Councils Ordinance along the further section of Lady Manning's drive.

Resolved to adopt this principle in suitable cases.

18. Administration report for 1926.—Tabled.

19. To obtain a revote of Rs. 2,553.50 voted as half the cost of building a retaining wall opposite Mowbray School in Gregory road.

Resolved that the revote be allowed.

20. Extracts from Minutes of Meetings of Standing and Special Committees :—

*Law Committee Meeting of December 10, 1927.*

(1) Letter No. 3756/1374/27 of October 13, 1927, from the Attorney-General, stating that the Council's proposal to declare "rubber curing" a dangerous and offence trade when carried on elsewhere than on an estate where rubber is grown, is not in order.—Recommended that no further action be taken for the present.

(2) Letter No. 11,648 dated November 3, 1927, from the Superintendent of Police, Central Province, suggesting the adoption of the following by-laws relative to car and bus obstruction :—

- (i.) No person shall allow a motor bus to halt or stand within 50 yards of, nor any car within 25 yards of, the centre of King street, Trincomalee street junction, within the Municipality of Kandy.
- (ii.) No person shall allow a motor bus or motor car to halt or stand within 30 yards of the western end of the main Kandy-Galagedara and Kandy-Matale road bridge at Katugastota—the end furthest from the Katugastota Police Station.
- (iii.) Any person committing a breach of the above by-laws shall be guilty of an offence and shall be liable on conviction to a fine not exceeding Rs. 50.—Recommended that the by-laws be adopted, with the following amendment :—

In by-law (iii.) after the words "not exceeding" substitute "Rs. 100 or in default of payment to simple or rigorous imprisonment not exceeding three months."

(3) Letter dated November 30, 1927, from Mr. N. H. M. Abdulla Cader rejecting the sum of Rs. 1,850 offered him as damages for setting back the buildings at 54-59, Colombo street, and 18-21, Castle Hill street, to the new street line and claiming further compensation and damages for loss of rents.—Recommended to reply that the Council cannot increase the offer and that they deny the liability to pay damages for loss of rents.

(4) Municipal Councils Amendment Ordinance, No. 13 of 1927, enabling the Council to recover rents in default by distraint with memo from the Secretary dated November 7, 1927, suggesting termination of lease of right to collect rents on the Mahaiyawa Model Tenements.—Recommended to terminate the lease on March 31, 1928, and thereafter to carry out the collection departmentally.

*Sanitation Committee of December 10, 1927.*

(5) Letter dated November 3, 1927, from A. Abdulla Saibo, licensee of Market Stall No. 4 and 49, stating that he is leaving for India and asking that K. Dawood Saibo of 29, Castle Hill street, be registered as a partner.—Recommended to allow on payment of a premium of Rs. 100.

(6) Letter dated November 21, 1927, from the Honorary Secretary, Kandy Social Service League, asking whether the Council would allow the league to take over the supervision of the Dharma lines.—Recommended that the supervision be given over to the Kandy Social Service League.

(7) Memo dated December 6, 1927, from the Chairman suggesting the following by-law *re* rat holes :—

The owner, lessee, or occupier of every building shall cause the same to be kept free of rat holes. Failure to do so shall constitute an offence.

Recommended that the following by-law be adopted :—

The owner, lessee, or occupier of every building shall cause the same to be kept free of rat holes. In failure the Chairman shall cause the work to be done and shall recover the charges as if it were a rate.

(8) Petition from K. M. Raja and others objecting to dry fish boutiques in Colombo street.—Recommended that action is not required.

*Finance Committee of December 10, 1927.*

(9) Letter dated October 21, 1927, from the Manager, St. Cecilia's Band, asking for an enhanced subsidy from the Council.—Recommended that the grant be increased to Rs. 200 per mensem from January 1, 1928.

(10) Letter dated November 1, 1927, from Mrs. I. Beven, Secretary, Maternity and Child Welfare Committee, stating that the average monthly expenditure exceeds Rs. 700 and asking that the petty cash imprest be increased.—Recommended that the imprest be increased to Rs. 850 per mensem.

(11) Audit query No. 143 of October 12, 1927, asking for the Council's authority for the payment of wages to Waterworks Inspectors and coolies for night work at the rate of 1½ times the daily wage.—Recommended.



(12) Letter No. 1653 of November 19, 1927, from the Provincial Engineer suggesting the pay of Overseer F. A. Speldewinde employed on the investigations of water schemes be increased to Rs. 2.50 per diem.—Recommended from January 1, 1928.

(13) Memo dated November 28, 1927, from the Assistants to the Assessment Clerk inquiring whether they could write the annual notices before and after office hours and draw the allowance of Rs. 60 as they did last year.—Recommended.

(14) Memo dated December 6, 1927, from the Accountant suggesting that the under-mentioned officers who will be engaged in the closing of accounts and registers, &c., be paid overtime as usual :—

Bookkeeper, Mr. Senaratne, for December and January.

Revenue Clerk, Mr. Kulasekera, for December only.

Licence Clerk, Mr. Jawad, for December only.

Electricity Accounts Clerk, Mr. Perera, for December and January.

Time Clerk, Mr. Luchow, for December and January.

Electricity Revenue Clerk, Mr. Ratnayake, for January only.—Recommended.

(15) To consider whether premises No. 20, Victoria Drive, sold for default of rates and bought by the Council should be released on payment of all dues.—Recommended to release on payment of all arrears to date subject to satisfactory proof of ownership.

(16) Tenders for Holloluwa Ferry Tolls, 1928.—Recommended to accept the tender of S. I. Jayasinghe for Rs. 765.

(17) Tenders for the removal of blood and offal for five years from January 1, 1928.—Recommended to offer the privilege gratis as there were no tenders.

*Works Committee of December 23, 1927.*

(18) To obtain sanction to exchange lot 68A for 69½ in preliminary plan 6,980.

*Note.*—Lot 68A—06 perch in extent claimed by Kandy Municipal Council to be given over to Rajapakse Patrirage Dinaseena. Lot No. 69½—03 perch in extent claimed by Rajapakse Patrirage Dinaseena to be taken by Kandy Municipal Council.—Recommended.

(19) Letter dated September 27, 1927, from M. L. Samsudeen asking for water service to premises Nos. 307/308, Peradeniya road, on his undertaking to pay rates of an annual value of Rs. 1,200 (present annual value Rs. 258).—Recommended that the application be refused.

(20) Letter dated October 19, 1927, from Mr. H. Gray asking for water service to premises Nos. 147/149 in Katugastota road as he applied to the Superintendent of Municipal Works for water service before the present restrictions were imposed (annual value Rs. 360).—Recommended that the application be refused.

(21) Letter dated October 29, 1927, from A. C. Ahamed asking for water service to premises Nos. 783 and 784, Peradeniya road, on his undertaking to pay rates on an annual value of Rs. 1,200.

*Note.*—Revenue Inspector reports that these are two separate houses, annual value being Rs. 134 and Rs. 154 respectively.—Recommended that the application be refused.

(22) Letter dated December 2, 1927, from Mr. D. A. L. Ratwatte applying for water service to premises No. 222, Katugastota road (annual value Rs. 600).—Recommended that the application be refused.

(23) Letter dated October 5, 1927, from Mr. W. Louis de Silva asking for a water service to premises No. 453, Peradeniya road, for trade purposes (motor works), annual value Rs. 1,650.—Metered supply recommended.

(24) Letter dated October 10, 1927, from T. A. Majeed, owner of lots A and B in premises No. 242, Katugastota road, stating that E. N. Mohamed who is building on lot C of the same property is not leaving a 3-foot passage.—Recommended that the writer be referred to his legal remedy.

(25) Application dated October 26, 1927, from J. A. Raju for permission to build on premises No. 37, Katukella lake road, with necessary reports thereon.—Recommended.

(26) Application dated August 26, 1927, from K. Bala Subramaniam Murukal for permission to build at the back of premises Nos. 25 and 26, Peradeniya road, with necessary reports thereon.—Recommended that the application be refused.

(27) Application dated November 10, 1927, from B. Babanis for permission to build on premises No. 119, Mavilmada, with necessary reports thereon.—Recommended subject to Superintendent of Municipal Works' stipulation provided he makes the road 20 feet wide along his boundary or gives half the land necessary to make it 20 feet wide if there is land opposite.

(28) Papers relative to the building of a garage by Mr. A. R. Casse Lobbe at premises No. 236A, Trincomalee street.—Recommended as advised by the Superintendent of Municipal Works—deed to be executed.

(29) Letter No. R. A. 119 of November 24, 1927, from the Director of Medical and Sanitary Services, asking for deposits of Rs. 300 and Rs. 50 for analysis of water in connection with the new water scheme.—Recommended.

(30) Application from the Principal, St. Anthony's College, for water service to premises No. 174, Katugastota road.—Recommended that the application be refused pending the construction of the building.

*Electricity Committee of December 23, 1927.*

(31) Letter dated October 20, 1927, from Messrs. Brown & Co., Ltd., stating that Mr. A. V. Perera's statements relative to the new engine at the Power Station should be publicly contradicted.—Recommended to reply regretting delay and say that the question of the working of the engine is under inquiry by the Council and a further reply will follow when possible.

(32) Letter dated November 16, 1927, from S. M. Ahamodo & Sons, stating that electric wires in stalls 11, 12A, 12B, and 58B at the market caught fire when disinfecting the market and asking the Council to replace them.—Recommended.

(33) To sanction the following scale of charges for illumination lighting :—

*Hire of Lamps and Cost of Fittings.*—(i.) Rs. 2 per lamp for high voltage lamps plus current at 50 cents per unit, plus charges for all shortages and breakages. (ii.) 30 cents per lamp for low voltage screw lamps plus current at 50 cents per unit, plus charges for all shortages and breakages.

*Loan of Lamps.*—Re. 1 per lamp for high voltage lamps.—Recommended.

(34) Letter dated November 11, 1927, from W. Louis de Silva for permission to pay the balance of electricity dues in monthly instalments of Rs. 250.—Recommended, the full amount to become due in failure of any instalment.

(35) Letter dated October 24, 1927, from the Principal, Dharmaraja College, asking the Council to charge 45 cents per unit for lighting of the lake view school where lights were recently installed.—Recommended that the application be refused.

(36) Letter dated November 19, 1927, from Mr. Wilson, asking for installation of lights at his bungalow in Lewella road as he applied for it before the Council decided to stop further connection.—Recommended.

(37) To obtain a supplementary vote of Rs. 300 for tools for the Electricity Department.—Recommended.

(38) Letter dated October 13, 1927, from the Municipal Electrical Engineer suggesting that public lighting be paid for according to estimated consumption at 40 cents per unit, instead of by lamp nights as at present.—Recommended.

(39) Audit query Nos. 23 of May 10, 1926, 228 of April 11, 1927, and 144 of October 10, 1927, on the subject of assessment of the electric installation for purposes of rates, with memo from the Accountant.—Recommended the following suggestions of the Accountant be adopted from January 1, 1928 :—

- (a) That the undertaking be assessed for rates and the annual value for 1928 be fixed at Rs. 41,739.
- (b) That the supply of water be allowed free of charge.
- (c) That the payment for public lighting be made as recommended by the Municipal Electrical Engineer (*vide* item 13 above), and in addition the cost of upkeep of public lamps and the wages of lamp lighters be credited to the Electricity Department.
- (d) That debits to the Electricity Department on account of the salaries of Municipal Officers for services rendered to that Department be made as under :—
  - From Chairman's pay Rs. 250 per mensem.
  - From Secretary's pay Rs. 25 per mensem.
  - From Accountant's pay Rs. 100 per mensem.
  - From Shroff's pay Rs. 25 per mensem.
  - From Accounts Clerk's pay—full salary.

(40) Letter dated December 2, 1927, from the Secretary, Sri Puspadana Society, asking that they be allowed to pay for current consumed at 30 cents per unit instead of 50 cents now charged.—Recommended that the application be refused.

(41) Letter dated November 28, 1927, from P. K. Cader Meera Saibo, asking that the rate per unit for current consumed at 14, Ward street, be reduced from 50 cents to 45 cents per unit.—Recommended that the application be refused. Resolved that the recommendations be adopted with the exception of item (2).

With regard to item (2) it was decided to take steps as suggested by the Superintendent of Police in his letter No. 163 of January 6, 1928.

21. To reappoint the following Special Committees :—

- (1) Special Committee appointed to consider the Question of Taxation of paddy fields in the Municipal area : Chairman, Messrs. Ratwatte, de Silva, and Dr. Hay.
- (2) Special Committee appointed to Report from Time to Time on the Working of the Electricity Department : Chairman, the Provincial Engineer, Mr. de Silva, and Dr. Hay.
- (3) Special Committee appointed to Report on the Working of the Office : Chairman, Messrs. Ratwatte, de Silva, Wijayatilake, Ismail Perera, and van der Straaten.
- (4) Special Committee appointed to consider Ways and Means of Improving the Latrine Conservancy and Scavenging of the Town—Members of the Sanitation Committee and Messrs. Silva and Perera.
- (5) Special Committee appointed to report on certain allegations made against Mr. H. F. Mottram, Municipal Electrical Engineer : Chairman and all members.
- (6) Special Committee appointed to select a Site to be used as a Dumping Ground and Report to Council : Chairman, Mr. Ratwatte, Dr. Hay, Mr. Wijayatilake, the Medical Officer of Health, and the Superintendent of Municipal Works.

Resolved that the Special Committees be reappointed.

22. To elect the Standing Committees for the year 1928.

The election resulted as follows :—

- (1) Standing Committee on Law and General Subjects : Messrs. de Silva, Wijayatilake, and Perera.
- (2) Standing Committee on Markets and Sanitation : Dr. Hay, Mr. Wijayatilake, and Dr. Keyt.
- (3) Standing Committee on Finance and Assessment : Mr. Ratwatte, Dr. Hay, and Mr. Usoof Ismail.
- (4) Standing Committee on Municipal Works : Messrs. Ratwatte, Usoof Ismail, and van der Straaten.

23. To fix the amount of plague allowance of the Municipal Sanitary Inspectors.

Resolved that each of the Sanitary Inspectors be given a plague allowance of Rs. 50 per mensem from October 23 last.

Confirmed this 25th day of February, 1928 :

R. H. WHITEHORN,  
Chairman, Municipal Council, Kandy.

#### AGGREGATE STATEMENT, 1927.

REVENUE.	Estimate.		Actual.	
	Rs.	c.	Rs.	c.
A.—General revenue account .. .. .	485,689	75	501,221	14
B.—Electricity Department : Revenue account .. .. .	201,400	0	242,875	67
Electricity Department : Nett revenue account .. .. .	1,600	0	18,370	86
	<u>688,689</u>	<u>75</u>	<u>762,467</u>	<u>67</u>
EXPENDITURE.				
A.—General revenue account .. .. .	440,146	37	449,129	92
B.—Electricity Department : Revenue account .. .. .	100,610	70	132,891	92
Electricity Department : Nett revenue account .. .. .	29,325	0	42,150	63
	<u>570,082</u>	<u>7</u>	<u>624,172</u>	<u>47</u>
<i>Capital Services provided from Revenue.</i>				
A.—General revenue account .. .. .	41,179	0	42,948	80
B.—Electricity Department .. .. .	44,381	0	49,112	21
	<u>85,560</u>	<u>0</u>	<u>92,061</u>	<u>1</u>
<i>Capital Services provided from Loan Funds.</i>				
A.—General revenue account .. .. .	—	—	48,282	2
<b>Total .. .. .</b>	<u>655,642</u>	<u>7</u>	<u>764,515</u>	<u>50</u>

## A.—GENERAL REVENUE ACCOUNT.

Revenue Account for the Twelve Months, January 1 to December 31, 1927.

EXPENDITURE.	Estimated for 1927.		Incurred from Jan. to Dec., 1927.		REVENUE.	Estimated for 1927.		Accrued from Jan. to Dec., 1927.	
	Rs.	c.	Rs.	c.		Rs.	c.	Rs.	c.
1 Administrative, personal emoluments ..	78,681	3	84,216	88	1 Consolidated rate ..	206,000	0	212,809	7
1A Administrative, other charges ..	20,460	0	19,412	1	2 Taxes ..	36,432	0	42,135	65
2 Rice allowance to coolies ..	1,800	0	287	58	3 Tolls ..	27,477	0	5,392	0
3 Collectors ..	9,000	0	8,475	85	4 Licence fees and stamp duties—				
4 Infectious diseases, prevention ..	4,000	0	27,132	32	(a) Licence fees ..	4,950	0	5,302	17
5 Scavenging streets and removal of house and trade refuse ..	36,660	0	31,977	62	(b) Stamp duties ..	23,895	0	28,298	50
6 Conservancy of latrines ..	47,600	0	44,465	45	5 Slaughter-house fees ..	10,850	0	13,111	23
7 Minor sanitary services ..	3,045	0	1,289	77	6 Conservancy fees ..	32,950	0	35,351	94
8 Roads, buildings, parks, &c., maintenance ..	54,895	0	45,286	39	7 Rents ..	72,985	75	80,434	46
9 Public lighting ..	29,000	0	30,950	74	8 Judicial fines ..	6,500	0	7,712	41
10 Water services ..	11,600	0	10,075	23	9 Water service ..	11,250	0	13,153	90
11 Town improvements ..	6,700	0	6,758	12	10 Government grants ..	34,600	0	32,799	36
12 Markets ..	8,166	40	8,417	5	11 Education account ..	—	—	—	—
13 Slaughter-houses ..	4,771	81	4,064	80	12 Miscellaneous receipts ..	17,800	0	24,720	45
14 Cemetery ..	2,557	0	2,515	53					
15 Municipal court ..	2,372	0	2,174	1					
16 Police ..	30,000	0	30,000	0					
17 Education ..	200	0	200	0					
18 Free library ..	2,400	0	2,400	0					
19 Poor relief and public recreation ..	15,070	0	14,871	59					
20 Pensions ..	3,956	63	5,212	84					
21 Loan repayments and interest ..	60,361	50	60,361	50					
22 Miscellaneous services ..	6,850	0	8,544	64					
	440,146	37	449,129	92					
23 Capital expenditure (provided from revenue) ..	41,179	0	42,948	80					
	481,325	37	492,078	72					
Balance being Revenue in excess of Expenditure ..	—	—	9,142	42					
			501,221	14		485,689	75	501,221	14

Kandy, February 24, 1928.

E. B. PEIRIS, Accountant.

## Balance Sheet, December 31, 1927.

LIABILITIES.		Amount.	Total.	Amount.	Total.
		Rs.	c.	Rs.	c.
Loans outstanding :—					
Government of Ceylon ..	105,402	98			
Local loans commissioners on December 31, 1926 ..	414,666	66			
Less repayment in 1927 ..	33,066	66			
	381,600	0	487,002	98	
Loans redeemed account on December 31, 1926 ..	385,230	36			
Redeemed in 1927 ..	33,066	66	418,297	2	
Revenue contributions to capital outlay on December 31, 1926 ..	613,159	42			
Contributed in 1927 ..	42,948	80	656,108	22	
Government contributions for capital services on December 31, 1926 ..	—	—	121,953	34	
Private donations for capital services on December 31, 1926 ..	2,900	0			
Donation from the Sr Chandrasekera Fund towards the Free Library Building ..	1,000	0	3,900	0	
			1,687,261	56	
Capital account, balance in hand ..	—	—			128,624
Sundry creditors :—					
Police bill account ..	15,000	0			
Tradesmen ..	11,209	73			
Outstanding wages ..	5,854	37			
Market stall rent securities ..	4,602	50			
Model tenement securities ..	1,200	0			
Sundry securities ..	1,124	70			
Free Library upkeep account ..	28	33			
Free Library Members' deposit account ..	408	50			
Miscellaneous deposits ..	4,543	50			
Municipal court fines awards ..	169	50			
Lettering vehicles ..	0	50			
Times book club account ..	113	25			
Board of improvement deposit account ..	2,407	75			
Collectors' securities ..	8,500	0			
Plague contacts' securities ..	1,560	0			
					56,722
Back lane scheme, contributions ..	—	—			24,283
Sinking fund :—					
Amount to credit invested as per contra ..	—	—			65,854
Revenue account, balance from 1926 ..	284,939	80			
Add revenue in excess of expenditure from January 1 to December 31, 1927, as per revenue account ..	9,142	42			
					294,082
					569,567

## ASSETS.

	Expended to Dec. 31, 1926.		Expended during 1927.		Total Capital Outlay.		Unexpended Balance in Hand.		Total Assets.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
Capital outlay :—										
Town Hall and Municipal offices ..	37,469	98	1,130	12	38,600	10	—	—	38,600	10
Markets ..	77,442	91	1,398	53	78,841	44	—	—	78,841	44
Rice granaries and depôts ..	60,860	38	—	—	60,860	38	—	—	60,860	38
School buildings ..	10,156	51	—	—	10,156	51	—	—	10,156	51
Model dwellings ..	250,790	61	1,801	78	252,552	37a	22,447	63	274,999	0
Ayurvedic dispensary ..	2,824	36	—	—	2,824	36	75	64	2,899	0
Do. lighting ..	357	56	—	—	357	56	—	—	357	56
Other Municipal buildings ..	66,658	53	4,238	95	70,897	48	—	—	70,897	48
Roads, pavements, &c... ..	116,013	19	8,104	66	124,117	85	—	—	124,117	85
Drainage ..	156,343	28	18,482	9	174,825	37	—	—	174,825	37
Public latrines ..	30,083	58	2,893	40	32,976	98	—	—	32,976	98
Motor, carriage, and rickshaw stands ..	3,361	72	93	65	3,455	37	—	—	3,455	37
Recreation grounds ..	30,649	26	—	—	30,649	26	—	—	30,649	26
Waterworks ..	472,089	79	1,733	4	473,822	83	—	—	473,822	83
Investigations into water schemes ..	5,476	59	2,668	8	8,144	67	—	—	8,144	67
Waterworks, new scheme ..	101,188	9	22,195	89	116,848	186	98,016	82	214,864	68
Steam road roller ..	14,902	36	—	—	14,902	36	—	—	14,902	36
Conservancy hand carts ..	226	0	—	—	226	0	—	—	226	0
Incinerator ..	679	1	—	—	679	1	—	—	679	1
Fire extinguishing apparatus ..	4,461	34	—	—	4,461	34	—	—	4,461	34
Burial grounds and cemeteries (improvements from 1925) ..	1,334	52	—	—	1,334	52	—	—	1,334	52
Free public library building ..	—	—	—	—	—	—	1,000	0	1,000	0
Road scarifier ..	—	—	1,748	17	1,748	17	—	—	1,748	17
Public notice boards ..	106	40	—	—	106	40	—	—	106	40
Dredger ..	3,939	2	—	—	3,939	2	—	—	3,939	2
Dhobies' tanks ..	11,560	83	458	11	12,018	94	—	—	12,018	94
Paving Meda-ela ..	15,006	64	24,284	35	39,270	99	7,084	1	46,354	0
	1,473,982 46									
b Less amount recovered by sale of pipes ..	6,535 80									
	1,467,446 66									
a Less value of stores returned to Municipal stores ..	40 2									
	1,467,406 64		91,230 82		1,558,637 46		128,624 10		1,687,261 56	
Loan to Electricity Department ..	—	—	—	—	—	—	—	—	162,758	3
Investments held by trustees of Sinking Fund ..	—	—	—	—	—	—	—	—	65,854	80
Stocks and stores :—										
Stores ..	—	—	—	—	—	—	10,301	86	—	—
Rice ..	—	—	—	—	—	—	10	65	—	—
							10,312 51			
Stationery stock account ..	—	—	—	—	—	—	—	—	—	—
Sundry debtors :—										
Rates, taxes, &c. ..	—	—	—	—	—	—	82,166	76	—	—
Cheques returned by bank ..	—	—	—	—	—	—	283	80	—	—
Advance of pay, &c. ..	—	—	—	—	—	—	430	2	—	—
Sale of stores ..	—	—	—	—	—	—	137	94	—	—
Board of improvement ..	—	—	—	—	—	—	2,551	81	—	—
Loans to Municipal Officers for purchase of cars ..	—	—	—	—	—	—	2,887	50	—	—
							88,457 82			
Cash :—										
In Mercantile Bank, fixed deposit ..	—	—	—	—	—	—	206,500	0	—	—
In National Bank, fixed deposit ..	—	—	—	—	—	—	2,000	0	—	—
In Mercantile Bank, current account ..	—	—	—	—	—	—	32,521	90	—	—
Petty cash in hand of shroff ..	—	—	—	—	—	—	1,155	30	—	—
Cash in hand of Secretary, Maternity and Child Welfare Committee ..	—	—	—	—	—	—	6	94	—	—
							242,184 14			
									569,567 67	

## Nett Revenue Account, January 1 to December 31, 1927.

	Rs.	c.	Rs.	e.		Rs.	c.
Interest on loan from Municipal Funds .. .. .	—		8,196	0	Balance from 1926 .. .. .	74,869	67
Interest on loan from Local Loan Commissioners .. .. .	—		4,220	14	Refund of Customs duty .. .. .	6,580	73
Instalment of principal on loan from Local Loan Commissioners .. .. .	—		5,900	0	Surplus in stores .. .. .	11,780	13
Depreciation .. .. .	—		23,834	49	Gross profit .. .. .	109,983	75
Nett profit unappropriated on December 31, 1926 .. .. .	74,869	67					
Nett profit, January to December, 1927 .. .. .	86,203	98					
			161,073	65			
			203,224	28			
Capital account—amount transferred thereto .. .. .			47,301	54			
Balance carried forward to 1928 .. .. .			113,772	11	Nett profit brought down .. .. .	161,073	65
			161,073	65		161,073	65

Kandy, March 26, 1928.

E. B. PEIRIS, Accountant.

## Electricity Department.

## BALANCE SHEET, DECEMBER 31, 1927.

LIABILITIES.		Rs.	c.	Rs.	c.
Revenue contribution to capital outlay .. .. .		102,523	95		
Contributed in 1927 .. .. .		47,301	54		
				149,825	49
Loan from Local Loan Commissioners .. .. .				82,600	0
Temporary loan from Municipal fund .. .. .				162,758	39
Reserve for depreciation .. .. .				59,079	39
Loans redeemed account .. .. .				5,900	0
				460,163	27
Local Loans Commissioners—interest and principal account .. .. .				6,965	25
Sundry creditors .. .. .				7,810	36
Outstanding wages .. .. .				1,088	22
Customers deposits .. .. .				1,976	66
Nett revenue account—balance at credit .. .. .		161,073	65		
Appropriated for capital expenditure .. .. .		47,301	54		
				113,772	11
				591,775	87
				113,772	11
				591,775	87
ASSETS.	Expended up to Dec. 31, 1926.	Expended during 1927.	Refund during 1927.	Total.	
	Rs.	Rs.	Rs.	Rs.	c.
Capital outlay:—					
Acquisition of undertaking .. .. .	150,000	0	—	150,000	0
Extensions of building .. .. .	26,377	81	4,327	30,704	96
New parts for engine .. .. .	7,276	73	—	7,276	73
Storage battery .. .. .	48,955	14	—	48,955	14
Switch board .. .. .	2,012	35	—	2,012	35
Meters .. .. .	4,963	97	1,934	6,898	76
Mains provided from revenue contribution .. .. .	69,552	63	42,850	112,402	90
Mains provided from loans fund .. .. .	28,500	0	—	28,500	0
Air compressor .. .. .	2,319	21	—	2,319	21
New generating plant .. .. .	72,057	18	—	71,093	22
	412,015	2	49,112	460,163	27
Stores on hand .. .. .				58,284	69
Repairs to fan .. .. .				57	25
Fitting on hire .. .. .				296	4
Sundry debtors .. .. .				69,777	26
Petty cash—Municipal Electrical Engineer .. .. .				1	63
Petty cash—Shroff, Municipal Council, Kandy .. .. .				238	64
Advances to check roll coolies .. .. .				111	0
Lamp post account .. .. .				2,846	9
				591,775	87

Kandy, March 26, 1928.

E. B. PEIRIS, Accountant.

## B.—ELECTRICITY DEPARTMENT.

Revenue Account for the Twelve Months, January 1 to December 31, 1927.

EXPENDITURE.	Estimated	Expended	Total.
	for 1927.	1927.	
	Rs. c.	Rs. c.	Rs. c.
Generation of electricity :—			
Fuel .. .. .	20,663 28	19,373 49	
Oil, waste, and engine room stores ..	4,809 0	8,408 59	
Salaries and wages at works ..	8,520 0	10,520 11	
Repairs and maintenance :—			
(a) Buildings .. .. .	500 0	1,733 87	
(b) Engines, boilers, machinery, and plant ..	4,500 0	3,302 89	
Distribution of electricity :—			43,338 95
Salaries of outdoor staff .. .. .	3,984 0	4,514 61	
Repairs and maintenance of meters, switches, and other apparatus .. .. .	950 0	2,533 38	
			7,047 99
Public lamps :—			
Salaries and wages .. .. .	4,400 0	5,626 72	
Repairs and maintenance .. .. .	3,000 0	3,391 27	
			9,017 99
Works executed for customers :—			
Labour .. .. .	8,880 0	10,817 65	
Materials .. .. .	19,600 0	37,620 35	
			46,438 0
Management and general expenses :—			
Salaries .. .. .	17,339 42	18,391 30	
Rent of Engineer's bungalow .. .. .	1,200 0	1,400 0	
Printing and stationery .. .. .	750 0	2,849 69	
Legal expenses .. .. .	50 0	60 60	
Telephone .. .. .	225 0	223 85	
Audit fees .. .. .	600 0	600 0	
Sundry charges .. .. .	500 0	739 37	
Fee for reporting on electric installation ..	—	491 45	
Bicycle for Meter Inspector .. .. .	140 0	—	
Tools .. .. .	—	292 73	
			25,048 99
Total amount of working expenses .. .. .	100,610 70	—	132,891 92
Gross profit carried to nett revenue account ..	—	—	109,983 75
			242,875 67

INCOME.	Estimated	Realized	Total.
	for 1927.	1927.	
	Rs. c.	Rs. c.	Rs. c.
Sale of electricity :—			
Private lighting .. .. .	116,000 0	124,016 57	
Power of heating .. .. .	—	2,146 15	
Public lighting .. .. .	36,500 0	34,625 11	
Municipal Department .. .. .	400 0	671 62	
			161,459 45
Public lamps :—			
Attendance and maintenance .. .. .	—	—	
Works executed for customers and goods sold :—			
From customers .. .. .	43,000 0	74,193 5	
			74,193 5
Rent of meters :—			
Recoveries .. .. .	4,500 0	5,559 58	
			5,559 58
Sundry revenue :—			
Miscellaneous receipts .. .. .	1,000 0	1,663 59	
			1,663 59
	201,400 0	242,875 67	

Kandy, March 26, 1928.

E. B. PERIS, Accountant.

## A.—General Revenue Account.

## Detailed Statement of Revenue and Expenditure from January 1 to December 31, 1927.

## DETAILS OF REVENUE.

	Estimate for 1927.		Accrued Jan. 1 to Dec. 31, 1927.		Total.
	Rs.	c.	Rs.	c.	Rs. c.
<b>1.—CONSOLIDATED RATE.</b>					
Rates for 1927 (16 per cent. and 8 per cent.)	204,000	0	210,679	65	
Costs on recoveries on warrants	2,000	0	2,129	42	
					212,809 7
<b>2.—TAXES.</b>					
Tax on vehicles and animals	4,000	0	3,422	50	
Tax on Motor vehicles	16,000	0	22,170	0	
Costs on recovery of taxes on vehicles and animals	5	0	14	45	
Commutation under the Road Ordinance	16,427	0	16,528	70	
					42,135 65
<b>3.—TOLLS.</b>					
Gonawatte and Talatuoya	50	0	50	0	
Halloluwa	1,585	0	1,585	0	
Lewella	3,657	0	3,657	0	
Illukmodera and Kundasale (5 years)	100	0	100	0	
Government compensation on account of abolished tolls	22,085	0	—	—	
					5,392 0
<b>4.—LICENCE FEES AND STAMP DUTIES.</b>					
<i>(a) Licence Fees.</i>					
Auctioneers and Brokers	1,600	0	1,400	0	
Dangerous and offensive trades	2,700	0	3,294	17	
Sundries	650	0	608	0	
					5,302 17
<i>(b) Stamp Duties.</i>					
Butchers	215	0	250	0	
Carriages	1,500	0	1,541	50	
Motor Vehicles	9,000	0	10,375	0	
Carriers	800	0	794	50	
Hotels	1,700	0	1,505	0	
Liquor	7,500	0	10,217	50	
Notaries	500	0	484	0	
Proctors	1,500	0	1,428	0	
Poisons	80	0	40	0	
Firearms	1,100	0	1,658	50	
Special permits for slaughter	—	—	4	50	
					28,298 50
<b>5.—SLAUGHTER-HOUSE FEES.</b>					
Slaughtering fees on cattle	5,000	0	6,410	25	
Slaughtering fees on sheep, goats, and pigs	1,200	0	1,553	87	
Housing and feeding fees	4,600	0	5,097	11	
Sundries	50	0	50	0	
					13,111 23
<b>6.—CONSERVANCY FEES.</b>					
Bucket fees and day service	31,000	0	33,878	60	
Fees for removal of trade refuse	600	0	684	0	
Costs on recoveries on warrants	1,000	0	496	60	
Fees for emptying private cesspits	350	0	292	74	
					35,351 94
<b>7.—RENTS.</b>					
Markets (monthly rents)	26,000	0	27,912	50	
Markets (daily rents)	20,935	75	20,935	80	
Grain sheds	7,500	0	7,840	0	
Model tenements under Housing Scheme	12,300	0	12,881	76	
Other lands, buildings, and encroachments	5,500	0	10,057	15	
Costs on recoveries on warrants	750	0	807	25	
					80,434 46
<b>8.—JUDICIAL FINES.</b>					
Municipal Courts	6,500	0	7,712	41	
					7,712 41
<b>9.—WATER SERVICE.</b>					
House service	5,000	0	6,675	20	
Rents of meters	1,200	0	1,228	62	
Water used for other than domestic purposes	5,000	0	5,223	94	
Costs on recoveries on warrants	50	0	26	14	
					13,153 90
<b>10.—GOVERNMENT GRANTS.</b>					
In aid of the maintenance of Police	30,000	0	30,000	0	
Dredging Kandy Lake	3,000	0	—	—	
Moiety towards maintenance of Lady Horton's Walk	1,100	0	1,100	0	
Refund of Customs duty	500	0	1,699	36	
					32,799 36

	Estimate for 1927.		Accrued Jan. 1 to Dec. 31, 1927.		Total.
	Rs.	c.	Rs.	c.	Rs. c.
<b>11.—MISCELLANEOUS RECEIPTS.</b>					
Cemetery fees .. .. .	1,500	0	1,614	0	
Registration of dogs .. .. .	600	0	714	75	
Interest .. .. .	12,000	0	17,451	47	
Badges and fare tables .. .. .	400	0	408	50	
Produce sold .. .. .	1,800	0	1,868	29	
Sundries .. .. .	1,500	0	2,663	44	
					24,720 45
					501,221 14

## DETAILS OF EXPENDITURE.

	Estimate for 1927.		Supplementary Estimate for 1927.		Incurring 1927.	Total.
	Rs.	c.	Rs.	c.	Rs. c.	Rs. c.
<b>I.—ADMINISTRATIVE.</b>						
Personal emoluments .. .. .	78,681	3	3,413	94	84,216 88	84,216 88
<b>1A.—ADMINISTRATIVE OTHER CHARGES.</b>						
1. Commuted travelling allowances with temporary increases thereon .. .. .	8,010	0	322	50	7,617 61	
2. Uniforms .. .. .	2,000	0	—	—	2,210 79	
3. Stationery, books, stamps, printing, and advertising .. .. .	7,000	0	—	—	6,131 79	
4. Telephone charges .. .. .	450	0	—	—	441 19	
5. Audit fee .. .. .	2,000	0	—	—	1,981 11	
6. Sundry charges .. .. .	1,000	0	—	—	907 2	
7. Typewriter (Works Department) .. .. .	—	—	—	—	—	
8. Bicycle .. .. .	—	—	125	0	122 50	
						19,412 1
<b>2.—RICE ALLOWANCE TO COOLIES.</b>						
1. Difference in value of rice supplied to coolies .. .. .	1,800	0	—	—	287 58	287 58
<b>3.—COLLECTORS.</b>						
1. Commission .. .. .	8,400	0	—	—	7,917 53	
2. Assistants to collectors .. .. .	600	0	—	—	558 32	
						8,475 85
<b>4.—INFECTIOUS DISEASES PREVENTION.</b>						
1. Preventive measures against plague and other diseases .. .. .	4,000	0	900	0	27,132 32	27,132 32
<b>5.—SCAVENGING STREETS AND REMOVAL OF HOUSE AND TRADE REFUSE.</b>						
1. Coolies, carts, &c. .. .. .	34,000	0	—	—	29,651 86	
2. Scavenging Katugastota (contract service) .. .. .	2,660	0	40	0	2,325 76	
						31,977 62
<b>6.—CONSERVANCY OF LATRINES.</b>						
1. Coolies .. .. .	30,800	0	—	—	30,209 34	
2. Drums and materials and repairs to carts .. .. .	13,000	0	—	—	10,644 67	
3. Scavenging pits .. .. .	3,500	0	—	—	3,426 4	
4. Emptying private cesspits .. .. .	300	0	—	—	185 40	
						44,465 45
<b>7.—MINOR SANITARY SERVICES.</b>						
1. Works recommended by the Medical Officer of Health .. .. .	300	0	—	—	190 9	
2. Clearing side drains of town .. .. .	1,245	0	—	—	484 28	
3. Analysis of milk .. .. .	1,000	0	—	—	301 79	
4. Removing sick and burying dead paupers .. .. .	300	0	—	—	154 83	
— Sundry services .. .. .	200	0	120	0	158 78	
						1,289 77
<b>8.—MAINTENANCE OF ROADS.</b>						
Estimate No.						
1. Upkeep of payments .. .. .	3,000	0	—	—	2,724 37	
2. Town streets .. .. .	12,800	0	—	—	10,827 4	
3. Alutgantota and Lady Anderson's road .. .. .	1,025	0	—	—	994 15	
4. Udawattekelle roads .. .. .	2,200	0	—	—	2,199 81	
5. Halloluwa, Bahirawakanda, and Hospital roads .. .. .	2,040	0	—	—	1,326 56	



Estimate No.		Estimate for 1927.		Supplementary Estimate for 1927.		Incurred 1927.		Total. Rs. c.
		Rs.	c.	Rs.	c.	Rs.	c.	
18.	Lady Blake's drive ..	570	0	—	..	311	91	
20.	Lady McCallum's drive ..	1,000	0	—	..	988	12	
7.	Watering streets ..	1,480	0	—	..	189	90	
—	Repairing Ellagala road ..	—	..	—	..	—	—	
—	Renovating Old Mosque road ..	—	..	—	..	—	—	
—	Upkeep of Asgiriya road ..	—	..	—	..	—	—	
—	Retaining wall along Lady Anderson's road ..	—	..	—	..	—	—	
—	Repairs to steps in Katukele Lake road ..	—	..	—	..	—	—	
—	Retaining wall in Gregory road near Mowbray school ..	—	..	—	..	—	—	
21.	Tarring roads ..	7,000	0	—	..	6,953	1	
—	Tarring trunk roads (contribution to Public Works Department) ..	—	..	—	..	—	—	
24.	Upkeep of back lanes ..	900	0	—	..	115	90	
23.	Upkeep of Lady Manning's drive ..	750	0	—	..	255	76	
45.	Repairs to Green path, Lady Mac Carthy's road ..	—	..	100	0	51	15	
						26,937	68	
<i>Maintenance of Buildings.</i>								
6.	Municipal buildings ..	2,900	0	200	0	3,187	83	
8.	Market buildings ..	2,893	50	45	0	1,637	47	
22.	Model dwellings ..	3,410	0	—	..	3,242	34	
—	Rebuilding a portion of boundary wall at the back of Town Hall premises ..	—	..	—	..	—	—	
43.	Repairs to Roseneath bungalow ..	—	..	550	0	498	84	
—	Rebuilding outer wall of Secretary's quarters ..	—	..	—	..	—	—	
—	Repairs to ambalams ..	—	..	—	..	—	—	
						8,566	48	
<i>Maintenance of Parks, Public Seats, &amp;c.</i>								
12.	Recreation ground and esplanade ..	1,118	0	—	..	751	90	
15.	Wace park ..	510	0	—	..	426	71	
17.	Public seats maintenance ..	350	0	—	..	300	86	
						1,479	47	
<i>Miscellaneous.</i>								
9.	Ornamental plants ..	546	0	—	..	430	4	
10.	Tools ..	1,000	0	—	..	975	33	
11.	Bathing and dhobies' tanks ..	155	0	—	..	73	9	
13.	Sundry minor works ..	1,000	0	—	..	228	77	
14.	Upkeep of cemetery and cemetery-keeper's bungalow ..	400	0	—	..	259	55	
16.	Repairs to motor bus and rickshaw stands ..	150	0	—	..	78	81	
19.	Upkeep of land above old Garrison cemetery ..	207	50	—	..	202	68	
D. & E.	Ferry boats ..	2,400	0	—	..	1,155	16	
F.	Repairs to approach road to Lowella ferry ..	70	0	—	..	26	87	
G.	Dharma line ..	280	0	—	..	276	15	
J.	Maintenance of grass lands ..	820	0	—	..	736	27	
—	Fire engine ..	—	..	—	..	—	—	
—	Dredging Kandy lake ..	3,000	0	—	..	2,994	43	
—	Upkeep of vistas ..	—	..	—	..	—	—	
—	Upkeep of cattle shed ..	520	0	—	..	460	48	
—	Sick pay and orderly ..	400	0	—	..	405	13	
—	Municipal Office alterations ..	—	..	—	..	—	—	
—	Clearing metal quarry ..	—	..	—	..	—	—	
						8,302	76	
						45,286	39	
9.—PUBLIC LIGHTING.								
1.	Lighting of streets ..	29,000	0	—	..	30,990	74	30,990 74
10.—WATER SERVICES.								
1.	Maintenance of waterworks ..	5,000	0	—	..	4,813	24	
2.	Maintenance of two fountains ..	100	0	—	..	50	0	
3.	House service connections ..	5,000	0	—	..	3,573	70	
4.	Upkeep of meters ..	1,500	0	—	..	1,638	29	
E 45/26	Scraping water mains ..	—	..	2,469	93	—	—	
6.	Meter parts (revote) ..	—	..	3,334	4	—	—	10,075 23

	Estimate for 1927. Rs. c.	Supplementary Estimate for 1927. Rs. c.	Incurred 1927. Rs. c.	Total. Rs. c.
<b>11.—TOWN IMPROVEMENTS.</b>				
1. One-third of the cost of establishment of the Board of Improvement ..	6,700 0 ..	— ..	6,758 12	6,758 12
<b>12.—MARKETS.</b>				
1. Salaries ..	4,166 40 ..	— ..	4,231 94	
2. Lighting ..	3,600 0 ..	— ..	3,656 52	
3. Sundry charges ..	400 0 ..	— ..	528 59	
				8,417 5
<b>13.—SLAUGHTER-HOUSE.</b>				
1. Salaries ..	1,571 81 ..	— ..	1,509 61	
2. Grass ..	3,000 0 ..	— ..	2,413 90	
3. Sundry charges ..	200 0 ..	— ..	141 29	
				4,064 80
<b>14.—CEMETERY.</b>				
1. Salaries ..	2,382 0 ..	— ..	2,368 56	
2. Uniforms to coolies ..	75 0 ..	— ..	57 0	
3. Sundry charges ..	100 0 ..	— ..	89 97	
				2,515 53
<b>15.—MUNICIPAL COURT.</b>				
1. Salaries ..	1,872 0 ..	— ..	1,674 1	
2. Contribution towards salary of Municipal Magistrate ..	500 0 ..	— ..	500 0	
				2,174 1
<b>16.—POLICE.</b>				
1. Cost of police within Municipal limits ..	30,000 0 ..	— ..	30,000 0	30,000 0
<b>17.—EDUCATION.</b>				
1. Grant in aid to Free Night School (Sinhalese Young Men's Association)	200 0 ..	— ..	200 0	200 0
<b>18.—FREE LIBRARY.</b>				
1. Upkeep ..	2,400 0 ..	— ..	2,400 0	2,400 0
<b>19.—POOR RELIEF AND PUBLIC RECREATION.</b>				
1. Grant to Kandy Friend-in-Need Society	600 0 ..	— ..	600 0	
2. Grant to Kandy District Nurse Association ..	500 0 ..	— ..	500 0	
3. Maternity and Child Welfare ..	8,000 0 ..	779 44 ..	8,071 36	
4. Grant to St. Cecilia's Band ..	1,800 0 ..	— ..	1,800 0	
5. Vagrant charges ..	250 0 ..	— ..	73 23	
6. Grant to Lady Blake's Institution ..	250 0 ..	— ..	250 0	
7. Free Ayurvedic Dispensary ..	3,670 0 ..	— ..	3,453 5	
8. King's Birthday celebrations—contribution by Municipal Council ..	— ..	50 0 ..	50 0	
9. Equipment for playground at Mahaiyawa ..	— ..	112 50 ..	73 95	
				14,871 59
<b>20.—PENSIONS.</b>				
1. Pensions ..				
2. Temporary increases ..	3,956 63 ..	— ..	3,955 92	
Gratuity to Sillai, widow of Suppiah, night soil cooly ..	— ..	— ..	39 24	
Gratuity to Appuhamy, cooly at trenching grounds ..	— ..	167 29 ..	167 29	
Gratuity to Ponnamma, widow of Allagan, market cooly ..	— ..	66 0 ..	66 0	
Gratuity to Murugan, scavenging cooly ..	— ..	195 17 ..	195 17	
Gratuity to Palani, conservancy cooly ..	— ..	182 50 ..	182 50	
Gratuity to Viyapuri, conservancy cooly ..	— ..	108 99 ..	108 99	
Gratuity to Palaniandy, conservancy cooly ..	— ..	195 17 ..	195 17	
Gratuity to Arokiam, Works Department cooly ..	— ..	86 7 ..	86 7	
Gratuity to Ramalingam, Works Department cooly ..	— ..	143 46 ..	143 46	
Gratuity to Nallamma, Works Department cooly ..	— ..	73 3 ..	73 3	
				1,256 92
<b>21.—LOAN REPAYMENTS AND INTEREST.</b>				
1. Drainage scheme—				5,212 84
(a) Interest ..	514 62 ..	— ..	514 62	
(b) Contribution to sinking fund ..	392 45 ..	— ..	392 45	
2. Acquisition of lands—				
(a) Interest ..	3,174 48 ..	— ..	3,174 48	
(b) Contribution to sinking fund ..	2,479 95 ..	— ..	2,479 95	
3. Housing scheme—				
(a) Interest ..	11,000 0 ..	— ..	11,000 0	
(b) Principal refunded ..	18,333 34 ..	— ..	18,333 34	

	Estimate for 1927.		Supplementary Estimate for 1927.		Incurred 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
4. Waterworks scheme—								
(a) Interest .. .. .	8,558	34	—	..	8,558	34		
(b) Principal refunded .. .. .	13,166	66	—	..	13,166	66		
5. Paving Meda-ela—								
(a) Interest .. .. .	1,175	0	—	..	1,175	0		
(b) Principal refunded .. .. .	1,566	66	—	..	1,566	66		
							60,361	50
<b>22.—MISCELLANEOUS SERVICES.</b>								
1. Upkeep of Town Clock .. .. .	180	0	—	..	180	0		
2. Upkeep of Town Hall .. .. .	1,000	0	300	0	1,038	60		
3. Furniture .. .. .	750	0	225	0	1,151	89		
4. Plates, badges, fare tables, street names, and house numbers .. .. .	900	0	—	..	909	41		
5. Rents of leased lands .. .. .	320	0	—	..	305	63		
6. Destruction of dogs .. .. .	1,700	0	130	0	1,319	66		
7. Personal allowance to Municipal officers to meet tax on their vehicles .. .. .	200	0	—	..	193	0		
8. Legal expenses .. .. .	1,200	0	—	..	1,329	35		
9. Interest on overdraft .. .. .	—	..	—	..	—	..		
10. Sundry charges .. .. .	600	0	50	0	964	74		
11. Laying street lines on Davie road .. .. .	—	..	—	..	—	..		
12. Address of Welcome to His Excellency Sir Hugh Clifford .. .. .	—	..	—	..	—	..		
13. Fire engine upkeep .. .. .	—	..	230	84	246	45		
14. Address of Welcome to His Excellency Sir Herbert Stanley .. .. .	—	..	200	0	150	0		
15. Address of Welcome to Mahatma Ga dhi .. .. .	—	..	50	0	50	0		
16. Prize for best design for Library building .. .. .	—	..	100	0	—	..		
17. Warning boards to motorists .. .. .	—	..	490	0	478	80		
18. Model tenements lighting .. .. .	—	..	—	..	227	11		
							8,544	64
							449,129	92
<b>23.—CAPITAL EXPENDITURE.</b>								
25. Dumping septic tank at Mahaiyawa .. .. .	8,631	0	—	..	—	..		
26. Building roadside drains along Galagedara road .. .. .	3,530	0	—	..	3,529	76		
27. Building the roadside drain from house No. 363 in Peradeniya road to the culvert near Ellagalla road junction .. .. .	1,480	0	—	..	1,313	71		
28. Building roadside drain between houses No. 236–238, Peradeniya road .. .. .	800	0	—	..	733	23		
29. Building a section of barrel drain in King street .. .. .	5,100	0	—	..	4,447	20		
30. Building a drain in Town Hall premises .. .. .	517	0	—	..	407	89		
31. Building a breakfast room for Municipal officers .. .. .	820	0	—	..	722	23		
32. Fencing the Municipal land in Malabar street .. .. .	260	0	—	..	193	76		
33. Building a retaining wall along a portion of Bahirawakanda road .. .. .	1,625	0	—	..	692	68		
34. Building an office and store room for Market keeper .. .. .	1,500	0	—	..	1,398	53		
35. Widening Lady Longdon's drive .. .. .	636	0	—	..	528	18		
36. Road scarifier .. .. .	1,700	0	—	..	1,748	17		
37. Constructing pavements along Mosque road opposite the market .. .. .	5,870	0	—	..	5,376	16		
38. Drains along Katugastota road .. .. .	4,700	0	—	..	4,652	39		
39. Set of cooly lines .. .. .	4,010	0	—	..	3,594	20		
46/1926 Building a dumping septic tank in Peradeniya road .. .. .	—	..	3,504	40	2,893	40		
30/1926 Widening a portion of Hantane road .. .. .	—	..	1,560	0	1,507	64		
42/1926 Side drains Katugastota-Halloluwa road .. .. .	—	..	511	50	511	0		
47/1926. Fencing newly acquired land in Hantane .. .. .	—	..	724	67	649	41		
40. Laying reservoir water to the market .. .. .	—	..	1,160	0	1,083	63		
41. Building side drains at Bahirawakanda road .. .. .	—	..	990	0	917	77		
42. Maligawa latrine drainage .. .. .	—	..	950	0	784	68		
44. Building side drains along Halloluwa road .. .. .	—	..	750	0	620	43		
47. Building drain 104–110, Madawella road .. .. .	—	..	84	0	84	0		
48. Rickshaw stand .. .. .	—	..	100	0	93	65		

	Estimate for 1927.		Supplementary Estimate for 1927.		Incurred 1927.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
49. Cement concrete drain near Mr. F. D. Pieris' house, Ampitiya road ..	—	..	1,000	0	887	92		
52. Building a shed for night soil drums..	—	..	508	0	450	99		
53. Improvements to dhobies' tanks, Deyannewela ..	—	..	583	0	458	11		
32/1926. Improvements to dangerous positions of Lady MacCarthy's road ..	—	..	850	0	—			
35/1926. Decrating footpath to Asgiriya Viharaya ..	—	..	400	0	—			
40/1926. Building 81 feet of drain near Municipal school, Katukele (revote) ..	—	..	125	0	—			
51. Acquisition of land near Mahaiyawa cemetery for a halting place for motor cars ..	—	..	800	97	—			
54. Half cost of building a retaining wall near Mowbray school ..	—	..	2,553	50	—			
Investigations of water schemes ..	—	..	3,525	0	2,668	8		
							42,948	80
							492,078	72

## Statement of Debt, December 31, 1927.

Amount of Original Debt.	Amount Repaid.	Amount Outstanding at the end of the year 1927.	To Whom Due.	Rate of Interest.	When incurred and for what purpose.	Provision for Payment of Interest and Sinking Fund.	Total Amount paid into Sinking Fund.
Rs. c.	Rs. c.	Rs. c.		Per Cent.			Rs. c.
16,300 0..	1,596 41..	14,703 59a	Government of Ceylon	3½	October 21, 1899, for Drainage Scheme	Rates and taxes imposed and levied under the Municipal Councils Ordinance, No. 7 of 1887	8,992 58b
103,000 0..	12,300 61..	90,699 39a	do.	3½	June 4, 1898, Rs. 25,000; August 1, 1898, Rs. 60,000; December 6, 1898, Rs. 18,000. For purpose of acquisition of land in the catchment area of the Kandy Reservoir	Water-rate imposed and levied under Ordinance No. 18 of 1884	56,862 22b
75,000 0..	25,000 0..	50,000 0..	Local Loans and Development Fund	5	January 12, 1922. For construction of tenements for the housing of the poor	Rates and taxes imposed and levied under the Municipal Councils Ordinance, No. 6 of 1910	—c
75,000 0..	25,000 0..	50,000 0..	do.	5	November 8, 1922. For construction of tenements for the housing of the poor	do.	—d
50,000 0..	13,333 34..	36,666 66..	do.	5	December 1, 1923. For construction of tenements for the housing of the poor	do.	—e
197,500 0..	39,500 0..	158,000 0..	do.	5	December 15, 1924. For extending and improving the Kandy water supply	do.	—f
75,000 0..	10,000 0..	65,000 0..	do.	5	May 12, 1925. For construction of tenements for the housing of the poor	do.	—g
112,000 0..	7,466 66..	104,533 34..	do.	5	April 21, 1926. Purchasing of generating plant for Power Station, Rs. 60,000; improvement and extension of electric mains, Rs. 28,500; paving Meda-ela, Rs. 23,500	do.	—h
<b>703,800 0</b>	<b>134,197 2</b>	<b>569,602 98</b>					
	General revenue account					Rs. c.	
	Electricity Department					487,002 98	
						82,600 0	
						<b>569,602 98</b>	

a As at December, 1905.

b Exclusive of interest earned. Annual contribution to sinking fund is 2 per cent. on the original loan. The loan will be redeemed on November 30, 1928.

c Repaid by annual instalments of Rs. 5,000, with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on January 12, 1937.

d Repaid by annual instalments of Rs. 5,000, with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on November 8, 1937.

e Repaid by annual instalments of Rs. 3,333.33, with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on December 1, 1938.

f Repaid by annual instalments of Rs. 13,166.66, with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on December 15, 1939.

g Repaid by annual instalments of Rs. 5,000, with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on May 12, 1940.

h Repaid by annual instalments of Rs. 7,466.66, with interest at 5 per cent. on the outstanding balance. Loan will be extinguished on April 21, 1941.

Kandy, February 24, 1928.

E. B. PEIRIS,  
Accountant.

## Statement of Revenue and Expenditure of the Sanitary Board Towns, Matale District, for the Year 1927.

## DAMBULLA.

REVENUE.	Amount.		Total. Rs. c.	EXPENDITURE.	Amount.		Total. Rs. c.
	Rs.	c.			Rs.	c.	
Taxes ..	662	29	1,206 58	Establishment ..	163	10	1,169 59
Licences ..	418	0		Commission ..	34	12	
Rents ..	—	—		Value of vehicle plates ..	10	0	
Fines ..	105	0		Office contingencies ..	36	98	
Slaughter-house fees ..	—	—		Sanitation ..	448	37	
Miscellaneous ..	—	—		Police charges ..	—	—	
Total revenue ..	1,185	29	517 12	Public works ..	272	6	554 11
Other receipts— Deposits ..	21	29		Lighting ..	—	—	
Balance on December 31, 1926 ..	—	—		Miscellaneous ..	33	67	
				Loan charges ..	140	0	1,723 70
				Cost of audit ..	12	0	
				Total expenditure ..	1,150	30	
				Other payments— Deposits repaid ..	19	29	
				Balance on December 31, 1927 ..	—	—	
Total ..	1,723	70		Total ..	1,723	70	

## RATTOTA.

REVENUE.	Amount.		Total. Rs. c.	EXPENDITURE.	Amount.		Total. Rs. c.
	Rs.	c.			Rs.	c.	
Taxes ..	1,614	31	3,752 86	Establishment ..	325	62	3,223 84
Licences ..	514	75		Commission ..	175	25	
Rents ..	1,373	50		Value of vehicle plates ..	—	—	
Fines ..	195	0		Office contingencies ..	89	27	
Slaughter-house fees ..	38	0		Sanitation ..	1,068	18	
Miscellaneous ..	11	30		Police charges ..	11	75	
Total revenue ..	3,746	86	2,472 45	Public works ..	1,201	79	3,001 47
Other receipts— Deposits ..	6	0		Lighting ..	42	60	
Balance on December 31, 1926 ..	—	—		Miscellaneous ..	38	90	
				Loan charges ..	217	50	6,225 31
				Cost of audit ..	47	68	
				Total expenditure ..	3,217	84	
				Other payments— Deposits repaid ..	6	0	
				Balance on December 31, 1927 ..	—	—	
Total ..	6,225	31		Total ..	6,225	31	

## MADAWELA.

REVENUE.	Amount.		Total. Rs. c.	EXPENDITURE.	Amount.		Total. Rs. c.
	Rs.	c.			Rs.	c.	
Taxes ..	841	87	2,005 60	Establishment ..	163	8	555 89
Licences ..	197	23		Commission ..	42	98	
Rents ..	—	—		Value of vehicles plates ..	10	0	
Fines ..	12	0		Office contingencies ..	31	98	
Slaughter-house fees ..	—	—		Sanitation ..	267	35	
Miscellaneous ..	6	0		Police charges ..	—	—	
Total revenue ..	1,057	10	337 34	Public works ..	19	22	1,787 5
Other receipts— Deposits ..	948	59		Lighting ..	—	—	
Balance on December 31, 1926 ..	—	—		Miscellaneous ..	10	28	
				Loan charges ..	—	—	2,342 94
				Cost of audit ..	10	0	
				Total expenditure ..	554	89	
				Other payments— Deposits repaid ..	1	0	
				Balance on December 31, 1927 ..	—	—	
Total ..	2,342	94		Total ..	2,342	94	

## KAWUDUPELELLA.

REVENUE.	Amount.		Total.	EXPENDITURE.	Amount.		Total.
	Rs.	c.			Rs.	c.	
Taxes ..	891	47		Establishment ..	163	21	
Licences ..	379	0		Commission ..	85	63	
Rents ..	—	—		Value of vehicle plates ..	5	0	
Fines ..	22	50		Office contingencies ..	38	98	
Slaughter-house fees ..	—	—		Sanitation ..	427	7	
Miscellaneous ..	0	50		Police charges ..	5	50	
Total revenue ..	1,293	47		Public works ..	93	57	
Other receipts—	954	50		Lighting ..	56	40	
Deposits ..	—	—		Miscellaneous ..	15	78	
Balance on December 31, 1926 ..	—	—	2,247 97	Loan charges ..	—	—	
			584 75	Cost of audit ..	15	0	
				Total expenditure ..	906	14	
				Other payments—	3	0	
				Deposits repaid ..	—	—	909 14
				Balance on December 31, 1927 ..	—	—	1,923 58
Total ..	2,832	72		Total ..	2,832	72	

## PALAPATWELA.

REVENUE.	Amount.		Total.	EXPENDITURE.	Amount.		Total.
	Rs.	c.			Rs.	c.	
Taxes ..	822	6		Establishment ..	163	17	
Licences ..	251	75		Commission ..	81	66	
Rents ..	—	—		Value of vehicle plates ..	5	52	
Fines ..	68	75		Office contingencies ..	3	0	
Slaughter-house fees ..	—	—		Sanitation ..	602	35	
Miscellaneous ..	26	50		Police charges ..	7	0	
Total revenue ..	1,169	6		Public works ..	187	71	
Other receipts—	3	0		Lighting ..	12	20	
Deposits ..	—	—		Miscellaneous ..	10	62	
Balance on December 31, 1926 ..	—	—	1,172 6	Loan charges ..	214	0	
			621 18	Cost of audit ..	10	0	
				Total expenditure ..	1,332	23	
				Other payments—	3	0	
				Deposits repaid ..	—	—	1,335 23
				Balance on December 31, 1927 ..	—	—	458 1
Total ..	1,793	24		Total ..	1,793	24	

## ALUWIHARE.

REVENUE.	Amount.		Total.	EXPENDITURE.	Amount.		Total.
	Rs.	c.			Rs.	c.	
Taxes ..	1,061	38		Establishment ..	163	21	
Licences ..	151	50		Commission ..	131	27	
Rents ..	—	—		Value of vehicle plates ..	39	4	
Fines ..	267	0		Office contingencies ..	623	1	
Slaughter-house fees ..	—	—		Sanitation ..	8	0	
Miscellaneous ..	233	0		Police charges ..	456	96	
Total revenue ..	1,712	88		Public works ..	72	60	
Other receipts—	1,809	50		Lighting ..	35	28	
Deposits ..	—	—		Miscellaneous ..	377	53	
Balance on December 31, 1926 ..	—	—	3,522 38	Loan charges ..	10	0	
			1,029 50	Cost of audit ..	—	—	
				Total expenditure ..	1,916	90	
				Other payments—	9	50	
				Deposits repaid ..	—	—	1,926 40
				Balance on December 31, 1927 ..	—	—	2,625 48
Total ..	4,551	88		Total ..	4,551	88	

The Kachcheri,  
Matale, March 28, 1928.

F. JAYARATNE,  
Chairman, Sanitary Board.

## ROAD COMMITTEE NOTICES.

## Norwood-Upeot 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 mile.

Total acreage, 6564—Moiety of cost, Rs. 865·90—  
Sectional rate, ·13191c.—Total rate, ·13191c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
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	28

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, Kincora	.. 245	..	169	54
----------------------------------	--------	----	-----	----

1st to 10th section, 6½ miles.

Total acreage, 4,814—Moiety of cost, Rs. 519·54—  
Sectional rate, ·10792c.—Total rate, ·70936c.

Geo. Steuart & Co.	.. Gouravilla	.. 705	..	177	98
Ceylon Tea Plantations Company	.. Alton	.. 225	..	177	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.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.	
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	.. Upeot	.. 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
		<u>32 2</u>
		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	.. 802
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,  
Chairman.

Provincial Road Committee's Office,  
Kandy, March 26, 1928.

**Kadugannawa-Alagalla Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for 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.
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 & Seafeld	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. Gruishank (N. H. G. Campbell)	Kottegodde	105

And at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions.

W. L. KINDERSLEY,  
Chairman.

Provincial Road Committee's Office,  
Kandy, March 27, 1928.

**Elkaduwa-Hunugala Branch Road.  
(Flood Damages.)**

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 repairs to flood damages to 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 in Kandy, proceed to assess the under-mentioned estates to make up the private contribution:—

Government moiety	Rs. 2,321.00
Private contribution	Rs. 2,379.02

1st and 2nd section, .77 miles.

Private contribution Rs. 412.40.

Proprietors or Agents.	Estates.	Acreage.
Rangala Consolidated, Ltd. (M. M. Smith, Agents); F. A. E. Price	Elkaduwa Group	1,827
Hattangala Tea & Rubber Co., Ltd. (Geo. Steuart & Co., Agents), C. G. Graham	Galgawatta	253

1st-3rd section, 1.03 miles.

Private contribution Rs. 188.11.

H. L. Anley	Mahatenne	374
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1st-4th section, 1.41 miles.

Private contribution Rs. 1,778.51.

Hunugala Tea & Rubber Co., Ltd. (Skrine & Co., Agents), C. A. Evans	Hunugalla	684
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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 30, 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 Rs. c.
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.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
W. A. Sandiris de Silva	Kekunahena	80	3 98
W. A. Akolis Silva (W. A. Sandiris Silva)	do.	—	3 98
W. A. Thepanis Silva (W. A. Kovis Appu)	do.	—	2 53
B. 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
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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
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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
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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 84
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
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1st to 10·1 sect on, 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

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
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. SCHRADER,  
Provincial Road Committee,  
Galle, March 20, 1928.Chairman.

## 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	do.	—	1 47
D. O. Kulasuriya (R. K. P. de Silva)	do.	—	3 32
D. M. Rajapakse	do.	—	0 86
D. K. Dias Appu	do.	—	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
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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.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
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.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
W. A. Elias A. S. S.	.. 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, 14·1784c.—Total rate, 86·088c.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
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.

Proprietors or Agents.	Estates.	Acreage.	Assessment. Rs. c.
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.

Provincial Road Committee,  
Galle, March 20, 1928.

L. W. C. SCHRADER,  
Chairman.