



THE CEYLON GOVERNMENT GAZETTE

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PART I.—GENERAL.

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

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

PROCLAMATIONS BY THE GOVERNOR,

BY HIS EXCELLENCY THE GOVERNOR.

J 440/28

A PROCLAMATION.

H. J. STANLEY.

K NOW Ye that We, the Governor of Ceylon, by virtue of the powers in Us vested by section 55 of "The Courts Ordinance, No. 1 of 1889," have been pleased to appoint that the District Court, Kalutara, shall be held at the Town Hall, Kalutara, from April 16, 1928, until such time as the ordinary Court-house ceases to be used by the Supreme Court.

Colombo, April 12, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

BY HIS EXCELLENCY THE GOVERNOR.

J 440/28

A PROCLAMATION.

H. J. STANLEY.

WHEREAS by the 5th section of "The Prisons Ordinance, No. 16 of 1877," as amended by section 1 of Ordinance No. 24 of 1890, it is enacted that it shall be lawful for the Governor, with the advice of the Executive Council, to establish any prison for this Island or for any part thereof :

And whereas it is expedient to establish a prison at Kalutara :

Now know Ye that We, the Governor of Ceylon, with the advice of the Executive Council, in exercise of the powers vested in Us aforesaid, do by this Our Proclamation establish nine lockups at the Kalutara Police Station as a prison at Kalutara aforesaid for the reception of every prisoners committed or remanded under the authority of the several courts of the Island for the period of the Kalutara Sessions of the Supreme Court of the Island of Ceylon, which begin on Monday, April 16, 1928.

Colombo, April 12, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 155 of 1928.

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

Mr. S. F. JOHNPULE to act as Extra Office Assistant to the Government Agent, Northern Province, from April 10 to 14, 1928, during the absence of Mr. C. RASANAYAGAM, or until further orders.

Mr. H. S. M. HOARE to be attached to the Anuradhapura Kachcheri, with effect from April 10, 1928, until further orders.

Mr. R. ST. L. P. DERANIYAGALA to act as Crown Counsel for the Island from April 10, 1928, until further orders.

Mr. F. C. LOOS (Jr.) to act as Crown Counsel for the Island from April 16, 1928, until further orders.

Mr. J. WILMOT PERERA to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Negombo, and Superintendent of Prisons, Negombo, on April 11, 17, and 18, 1928, during the absence of Mr. S. C. SANSONI.

The appointment of Mr. SANSONI as District Judge, &c., on the above dates is cancelled.

Mr. B. F. PERERA to the office of Commissioner of Requests and Police Magistrate, Kalutara, Additional District Judge, Kalutara, and to be Police Magistrate under section 3 of Ordinance No. 4 of 1891 for the Revenue District of Kalutara, with effect from April 3, 1928, until further orders.

Mr. J. A. COREA to act as Commissioner of Requests and Police Magistrate, Chilaw, during the absence of Mr. J. N. ARUMUGAM, from April 4 to 18, 1928, or until the resumption of duties by that officer.

Mr. AELIAN W. PEREIRA to act as Police Magistrate, Colombo, and Additional District Judge, Colombo, during the absence of Mr. H. P. KAUFMANN, from April 5 to 9, 1928, or until the resumption of duties by that officer.

Mr. R. Y. DANIEL to the office of Police Magistrate, Kandy; Additional Commissioner of Requests, Kandy; Municipal Magistrate, Kandy; Additional District Judge, Kandy, and while so acting to exercise concurrent jurisdiction over the Dumbara division; and also to be a Police Magistrate under section 3 of Ordinance No. 4 of 1891 for the Revenue District of Kandy, with effect from April 10, 1928, until further orders.

Mr. H. S. M. HOARE to be, in addition to his own duties, Additional Assistant Superintendent of the Prison at Anuradhapura, with effect from April 10, 1928, in place of Mr. C. B. P. PERERA, transferred.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, April 11, 1928. Colonial Secretary.

No. 156 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to make the following appointments, with effect from April 16, 1928, until such time as the Supreme Court Sessions to be held at Kalutara terminates:—

Mr. C. L. WICKREMESINGHE, Assistant Government Agent, Kalutara, to be, in addition to his own duties, Superintendent of the Prison at Kalutara.

Mr. ALBERT PEIRIS, Superintendent of Police, Kalutara, to be, in addition to his own duties, Assistant Superintendent of Prison at Kalutara.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, April 11, 1928. Colonial Secretary.

No. 157 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under the provisions of Chapter XXVI. of "The Criminal Procedure Code, 1898," as amended by Ordinance No. 31 of 1919, to appoint the under-mentioned ladies to be Probation Officers for the areas noted against each of them for the period of thirteen months from April, 1928:—

Mrs. T. H. E. MOONEMALLE for the Judicial District of Kurunegala.

Mrs. W. A. MUTUCUMARU for the Judicial District of Puttalam.

Mrs. W. D. NILES for the Judicial District of Chilaw.

Mrs. C. E. D. COREA for the Judicial District of Chilaw.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, April 4, 1928. Colonial Secretary.

No. 158 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Messrs. A. V. HERAT and B. N. TALDENA to be Inquirers for Wannu hatpattu and Hiriyala hatpattu, respectively, in the District of Kurunegala, North-Western Province.

HIS EXCELLENCY has also been pleased, under section 365 (1) of the Criminal Procedure Code, to grant Mr. A. V. HERAT authority to order post-mortem examinations when necessary.

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

No. 159 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. MAYA BANDARA JAYASEKERA MUDIYANSELAGE TKIRI BANDA AMBAHERA of Uduweriya to be an Inquirer for Pahala-wisideke korale, in Wannu hatpattu of the District of Kurunegala, North-Western Province, vice W. DINGIRI BANDA, deceased.

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

No. 160 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. HERAT SAMARAKON MUDIYANSELAGE HERAT BANDA SAMARAKON to be an Inquirer for Udukaha korale east, in Dambadeni hatpattu of the District of Kurunegala, North-Western Province, vice SIYATU BANDA, resigned.

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

APPOINTMENTS, &c., OF REGISTRARS.

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

Mr. BASTIAMPILLAI VRASPILLAI to act as Registrar of Lands, Mannar on March 30, 1928, during the absence of the Registrar, Mr. S. VRASPILLAI, on leave.

Mr. WIJEMUNI DUBLIUS DE ZOYSA to act as Registrar of Lands, Kurunegala, for twenty-nine days from April 2, 1928, during the absence of the Registrar, Mr. E. DE S. GUNAWARDANA, on leave.

Registrar-General's Office, E. R. DE SILVA,
Colombo, April 2, 1928. Acting Registrar-General.

IT is hereby notified that I have appointed NAGANATHAR RAJAH to act as Registrar of Births and Deaths of Point Pedro division, and of Marriages (General) of Vada-

maradchi division, in the Jaffna District of the Northern Province, for thirty days, with effect from April 1, 1928, vice KANAGARAYAR NAGANATHAR, discontinued. His office will be at Tevaran in Puloli South; station: Pillaiyantoddam in Puloli East.

Registrar-General's Office, E. R. DE SILVA,
Colombo, April 4, 1928. Acting Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed HETTIYAKANDAGE LIVINIS FERNANDO JAYAWARDANA to act as Registrar of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, on March 16, 1928

during the absence of the Registrar, EMANUEL ABRAHAM SALGADO, on leave. His office will be at Bulugahawatta in Rawatawatta; station: Buddhist Schoolroom at Egodaayana; additional station: Mumbuntuduwwatta in Indibedda.

The Additional Assistant Provincial Registrar, Colombo, has appointed HETTIYAKANDAGE LIVINIS FERNANDO JAYAWARDANA to act as Registrar of Marriages (General) of Palle pattu of Salpiti korale division, in the Colombo District of the Western Province, for two days from March 28, 1928, during the absence of the Registrar, EMANUEL ABRAHAM SALGADO, on leave. His office will be at Bulugahawatta in Rawatawatta; station: Buddhist Schoolroom at Egodaayana; additional station: Mumbuntuduwwatta in Indibedda.

The Additional Assistant Provincial Registrar, Colombo, has appointed SENABATMUDALIGE DON FRANCIS JAYATILAKA to act as Registrar of Births and Deaths of Welgama and Mapiutigama divisions, and of Marriages (General) of Gangaboda pattu of Siyane korale east division, in the Colombo District of the Western Province, for fourteen days from April 1, 1928, during the absence of the Registrar, HANAPANGODAMUDALIGE DON CYRUS, on sick leave. His office will be at Dalawitiyawatta alias Munamalghawatta in Welgama.

The Additional Assistant Provincial Registrar, Colombo, has appointed ALOYSIUS GOMES ABEYESINGHE to act as Registrar of Births and Deaths of Alutgama division, and of Marriages (General) of Meda pattu of Siyane korale west division, in the Colombo District of the Western Province, for four days from April 2, 1928, during the absence of the Registrar, MAHIPALAMUDALIGE DON PAULIS GUNARATNA, on leave. His office will be at Timbirigahawatta in Alutgama-Bogamuwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed MATOTA ARACHCHIGE DON PEDRICK WAIDYARATNE SAMARAWERA to act as Registrar of Births and Deaths of Pelpola division, and of Marriages (General) of Munwattebage pattu division, in the Kalutara District of the Western Province, for ten days from April 2, 1928, during the absence of the Registrar, LIYANAGE DON AWUNERIS, on leave. His office will be at Mahawatta in Pelpola and Pelawatta in Panagoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON SIMAN WEERAKODY WIJEGUNAWARDANA to act as Registrar of Births and Deaths of Warakagoda division, and of Marriages (General) of Gangaboda pattu division, in the Kalutara District of the Western Province, for thirty days from April 10, 1928, during the absence of the Registrar, ETULATMUDALIGE DON PEDRICK APPUHAMY, on leave. His office will be at Uyanwatta in Warakagoda and Kadamerulanda in Govinna.

The Additional Assistant Provincial Registrar, Galle, has appointed NIKULAS JAYAWARDENA to act as Registrar of Births and Deaths of Kottawa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for thirty days from April 1, 1928, vice WITANAWASAN JEERIS DE SILVA, suspended. His office will be at Talagahawatta in Tellambure.

The Additional Assistant Provincial Registrar, Galle, has appointed BARTHOLOMEUS DIAS ABAYWICKRAMA GUNASEKERA to act as Registrar of Births and Deaths of Hinatigala division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, on April 3, 1928, during the absence of the Registrar, JOHN DIAS ABEYWICKRAMA GUNASEKERA, on leave. His offices will be at Pillegewatta and Sallapuge-watta at Habaraduwa.

The Assistant Provincial Registrar, Matara, has appointed FRANCIS OBEYSEKARA WEERASINGHA to act as Registrar of Births and Deaths of Parawahera division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for two days from April 1, 1928, during the absence of the Registrar, HEWA MADDUMA LIYANAGE DON DEONIS, on leave. His office will be at Borellehena in Parawahera and Gurukandahenawatta in Aparekka.

The Assistant Provincial Registrar, Matara, has appointed MENDIS KOTI WIJEWERA to act as Registrar

of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for two days from April 3, 1928, during the absence of the Registrar, PETER PERERA MIHINDUKULASEKARA WIJAYADORU, on leave. His office will be at Mekiliyagahawatta in Gandara.

The Assistant Provincial Registrar, Trincomalee, has appointed VALLIPURAMPILLAI MUDALIYAR COOMABASAMY to act as Registrar of Marriages (General) of Trincomalee town and Gravets division, in the Trincomalee District of the Eastern Province, for twenty-two days from April 4, 1928, during the absence of the Registrar, THANGIAH AROKIAM PAVILUPPILLAI MYLVAGANAM, on leave. His offices will be at the Land Registry and Jasmine Lodge, Trincomalee.

The Provincial Registrar, Kurunegala, has appointed RATNAMALALA BANDARALAGE PUNCHI BANDA WANNINAYAKE to act as Registrar of Births and Deaths of Katuwanna korale division, and of Marriages (General) of Wann hatpattu division, in the Kurunegala District of the North-Western Province, for thirty days from March 26, 1928, during the absence of the Registrar, BALALLE LANSAKARA JAYASUNDARA MUDIANSSELAGE DINGIRI BANDA BALALLA, interdicted from duty. His office will be at Balalla.

The Provincial Registrar, Kurunegala, has appointed HERAT MUDIANSSELAGE RANHAMY to act as Registrar of Births and Deaths of Hatalispaha korale west division, and of Marriages (General) of Wann hatpattu division, in the Kurunegala District of the North-Western Province, for twenty-four days from March 28, 1928, during the absence of the Registrar, ERIYAWE RANGE BANDARA SINHAAPPRATAPA WANNINAYAKE MUDIANSSELAGE MUDIANSSE, on leave. His office will be at Monnankulama.

The Provincial Registrar, Kurunegala, has appointed LANSAKARA KULATUNGA MUDIANSSELAGE PUNCHI BANDA to act as Registrar of Births and Deaths of Hewawisse korale division, and of Marriages (General) of Hewudawili hatpattu division, in the Kurunegala District of the North-Western Province, for one day on April 2, 1928, during the absence of the Registrar, WIJESINGHE MUDIANSSELAGE APPUHAMY, on leave. His office will be at Welagedera.

The Assistant Provincial Registrar, Puttalam-Chilaw, has appointed WICKRAMA LAWRENCE MENDIS WIJEYAGOONERATNA 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 eight days from March 24, 1928, during the absence of the Registrar, WICKRAMA DAMIS MENDIS WIJEYAGOONERATNE SENANAYAKE, on leave. His office will be at Kosgahawatta, Madampe.

The Assistant Provincial Registrar, Puttalam, has appointed Dr. JOHN BENJAMIN RODRIGO to act as Medical Registrar of Births and Deaths of Puttalam town division, in the Puttalam District of the North-Western Province, for twenty-four days from March 30, 1928, during the absence of the Medical Registrar, Dr. JOHN PONNAMPALAM SUBRAMANIAM, transferred. His office will be at the Civil Hospital, Puttalam.

The Assistant Provincial Registrar, Puttalam, has appointed HALNETTY AARON SILVA to act as Registrar of Marriages (General) of Puttalam pattu and Gravets division, in the Puttalam District of the North-Western Province, for three days from April 2, 1928, during the absence of the Registrar, THAMBIPPILLAI SIVASUBRAMANIAM, on leave. His office will be at the Assistant Provincial Registrar's Office, Puttalam.

The Assistant Provincial Registrar, Badulla, has appointed ATTANAYAKAMUDIANSSELAGE SUDUBANDA ATTANAYAKA to act as Registrar of Births and Deaths of Wegampattu division, and of Marriages (General) of Wellassa division, in the Badulla District of the Province of Uva, for three days from April 10, 1928, during the absence of the Registrar, ATTANAYAKAMUDIANSSELAGE PUNCHIBANDA KOTAGAMA, on leave. His office will be at Watawanewatta in Kotagama.

Registrar-General's Office,
Colombo, April 10, 1928.

E. R. DE SILVA,
Acting Registrar General.

GOVERNMENT NOTIFICATIONS.

“THE REGISTRARS’ PROCEEDINGS VALIDATION ORDINANCE, No. 3 OF 1912.”

Z 69/28

An Order in Council for the Purpose of giving Validity to the Registration of a Birth and a Marriage in the Jaffna District of the Northern Province.

WHEREAS the registration specified in column 1 of the schedule hereto subjoined, relative to a birth and a marriage in the Jaffna District of the Northern Province is invalidated by reason of the informality set forth in the second column of the said schedule :

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

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

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

By His Excellency’s command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Northern Province, Jaffna District.

<p style="text-align: center;">1.</p> <p>Birth registration entry No. 16,216 of January 16, 1928, of N. Rajah, Acting Registrar of Point Pedro.</p> <p>Marriage registration entry No. 352 of January 16, 1928, of N. Rajah, Acting Registrar of Vadamaradchi.</p>	<p style="text-align: center;">2.</p> <p>The birth and the marriage were registered by Mr. N. Rajah before he was duly appointed Acting Registrar of Marriages, Births, and Deaths of the division.</p>
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“THE REGISTRARS’ PROCEEDINGS VALIDATION ORDINANCE, No. 3 OF 1912.”

Z 70/28

An Order in Council for the Purpose of giving Validity to certain Registration of Deaths in the Puttalam District of the North-Western Province.

WHEREAS the registration specified in the first column of the schedule hereto subjoined relative to certain deaths in Puttalam District is invalidated by reason of the mistake set forth in the second column of the said schedule :

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

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

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

By His Excellency’s command,

Colonial Secretary’s Office,
Colombo, April 5, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

<p style="text-align: center;">1.</p> <p>Death entries Nos. 3,540 and 3,541 of December 7, 1926 ; Nos. 3,542 to 3,544 of December 19, 1926 ; and Nos. 3,545 to 3,547 of December 20, 1926, of Kalpitiya division of the Puttalam District.</p>	<p style="text-align: center;">2.</p> <p>The Registrar who signed these entries had not been appointed to act on the dates on which they were made.</p>
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ORDINANCE No. 17 OF 1869.

S 53/28

IT is hereby notified that His Excellency the Governor in Executive Council, has been pleased, under the provisions of sub-section (4) of section 16 B of Ordinance No. 17 of 1869, as amended by Ordinance No. 17 of 1922, to prescribe the composite goods named in the schedule hereto, as composite goods on which the rebate allowable under the said section may be granted in respect of the ingredients contained therein on which import duty has been paid.

By His Excellency’s command,

Colonial Secretary’s Office,
Colombo, April 4, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE.

Confectionery manufactured or prepared in Ceylon.

G 171/28

APPLICATIONS on form General 187 (F 2) from officers in Classes I. and II. of the Clerical Service for transfer to the post of Chief Clerk, Puttalam Kachcheri, will be considered if forwarded through the Head of the applicant’s Department and received in the Secretariat on or before April 23, 1928.

By His Excellency’s command,

Colonial Secretary’s Office,
Colombo, April 12, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

Assessment Tax, Dumbara.

U 66/28

It is hereby notified that the Sanitary Board of the Ratnapura District has, in terms of section 7 of Ordinance No. 18 of 1922, made and assessed, with the sanction of the Governor and Executive Council, with effect from April 1, 1928, for a period of twelve months a rate of 4 per cent. on the annual value of all houses and buildings of every description and all lands and tenements whatsoever within the limits of the town of Dumbara in the Ratnapura District, save such as are by the said section of the said Ordinance exempted from the payment of such tax.

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

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

G 999/27

The following copies of the regulations and other papers issued by the Civil Service Commissioners respecting the examination for Eastern Cadetships in the Colonial Service to be held in London in July and August, 1928, are published for information.

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

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

**REGULATIONS RESPECTING OPEN COMPETITIVE EXAMINATIONS FOR EASTERN CADETSHIPS
IN THE COLONIAL SERVICE.**

The Civil Service Commissioners have been informed by the Colonial Office that, for the Open Competitive Examination to be held in July and August, 1928, candidates for Malayan Cadetships must have attained the age of 21 and must not have attained the age of 24 on August 1, 1928. The limits of age as stated in the regulations (22-24) will be retained in the case of candidates for Cadetships in Ceylon or Hong Kong.

Civil Service Commission,
March, 1928.

EASTERN CADETSHIPS IN THE COLONIAL SERVICE.

Open Competition of 1928.

An Open Competitive Examination under the enclosed regulations will be held in London in 1928. The *visd voce* test (subject 6) will be held in July, and each candidate will in due course be informed when he is to appear. The question papers for some written tests of Section B subjects will probably be set in the week beginning Sunday, July 22. The examination in Section A subjects which are taken by all candidates will begin on August 1.

The number of vacancies to be filled on the result of this Competition cannot yet be stated.

When vacancies in different Colonies are offered for competition the successful candidates are allowed to indicate the Colony or Dependency to which they would prefer to be assigned, but the final allotment is decided by the Secretary of State for the Colonies upon a consideration of all the circumstances, including the wishes of the candidates, and the requirements of the public service will rank before every other consideration.

No person will be admitted to compete from whom the Secretary, Civil Service Commission, has not received, on or before May 15, 1928, an application in the candidate's own handwriting on the prescribed form, a copy of which is sent herewith. No allegation that an Application Form or a letter respecting such Form has been lost or delayed in the post will be considered by the Commissioners unless the person making such allegation produces a Post Office Certificate of Posting. Candidates who delay their applications until the last days will do so at their own risk.

Acknowledgments of such application forms are sent, and any candidate who has filled up and returned the printed application form but has not received an acknowledgment of it within four complete days should at once write to the Secretary, Civil Service Commission, Burlington Gardens, London, W.1. Failure to comply with this provision will deprive the candidate of any claim to consideration.

Candidates will be notified in June of the date and place fixed for their *visd voce* test and of the manner in which the fee (£8) is to be paid. The time table of the written part of the examination will be posted early in July to the address given on the form of application, and will contain instructions as to the time and place at which candidates are to attend

NOTE.

If Open Competitive Examinations for the following services, viz. :—

Indian Civil Service ;

Junior Grade of the Administrative Class in the Home Civil Service ;

should be held in 1928 concurrently with the Open Competitive Examination for the Eastern Cadetships in the Colonial Service, candidates duly eligible in respect of age, &c., will be admitted to compete for any two or all three of these services, subject to the following conditions :—

(1) Every successful candidate who may have been admitted to compete for either the Indian or the Colonial Service (or both), as well as for the Home Service, will be called upon to declare immediately after the announcement of the result of the competitions, whether he prefers his name to remain on the list of candidates for the Indian or Colonial Service or on the list of candidates for the Home Service.

The name of any candidate who fails to declare his choice when called upon to do so will be removed from the list of candidates for the Home Service.

(2) Every successful candidate who may have been admitted to compete for both the Indian and Colonial Services will be called upon to declare immediately after the announcement of the result of the competitions, whether he prefers his name to remain on the list of candidates for the Indian Service or on the list of candidates for the Colonial Service.

The name of any candidate who fails to declare his choice when called upon to do so will be removed from the list of candidates for the Colonial Service.

(3) All declarations of choice are irrevocable.

(4) Candidates for all three or any two of the above-mentioned services will be required to pay a consolidated fee of £8.

Civil Service Commission,
February, 1928.

APPLICATION FORM.

Admin. (Final Edition).

For the use of candidates seeking admission to the concurrent Open Competitive Examinations to be held in London, in July and August, 1928, for appointment to services of the Administrative Group, namely :—

Home Civil Service : Administrative Class.
Northern Ireland Civil Service : Administrative Class.
Indian Civil Service.
Colonial Service : Eastern Cadetships.

Note 1.—Male candidates may include any or all of these four Services in their application (see paragraph 3 below), provided they are eligible in all respects under the regulations. Competitions for appointment to the Administrative Class of the Northern Ireland Civil Service, for appointments in the Indian Civil Service and for Eastern Cadetships in the Colonial Service are open to men only.

Note 2.—This form is to be filled up and returned to the Secretary (C. Room 19), Civil Service Commission, 6, Burlington Gardens, London, W.1, in time for delivery on or before *May 15, 1928*. No application form received after that date will be accepted.

A candidate who fills up and returns this application form and does not receive an acknowledgment of it within four complete days should inform the Secretary of the Civil Service Commission.

Note 3.—Candidates should, by consulting the regulations, make certain that they are eligible to compete for the services for which they make application, and that their selection of subjects conforms with the regulations. No scrutiny of the information which is given on this sheet is made by the Commissioner before the examination.

Note 4.—Should any of the particulars furnished by candidates be found to be false within their knowledge they will, if appointed, be liable to be dismissed; and, if otherwise entitled to superannuation allowance they will forfeit all claim thereto. The wilful suppression of any material fact will be similarly penalized.

1. (a) Surname .. .. .	.. .. .
(b) Christian name, or names (in full) .. .. .	.. .. .
2. Postal Address (in full) .. .. .	.. .. .
(Any change of address should be at once communicated.)		
3. Place your initials against the service or services for which you desire to be considered (see page 1551)		Home Civil Service: Administrative Class ----- Northern Ireland Civil Service: Administrative Class Indian Civil Service Colonial Service: Eastern Cadetships
4. Date of birth (see page 1551) .. .. .	.. .. .	Age last birthday :-----
Give place of birth, and state whether a natural born British subject.		
5. Father's name .. .. .	.. .. .
" address .. .. .	.. .. .
" profession or trade .. .. .	.. .. .
(If deceased, give the last address, profession, &c.)		
Give place of father's birth and his nationality at birth		
Give place of mother's birth and her nationality at birth		
Only for female Candidates—		
6. State whether single or widow .. .. .	.. .. .
If widow, state maiden name and give husband's birth-place, nationality, and date of death		
Only for natives of India :—		
7. State your community, religion, caste, sect, &c. .. .. .	.. .. .
Only for candidates for Eastern cadetships :—		
8. State whether you are of pure European descent or of pure Ceylonese descent, or of mixed European and Ceylonese descent .. .. .	.. .. .
9. Name, in order, the schools you have attended since the age of 12, giving addresses with dates of entering and leaving .. .. .	.. .. .
10. Have you been on any former occasion a candidate before the Civil Service Commissioners? If so, state when, and for what appointment .. .. .	.. .. .
11. Age on finally quitting school .. .. .	.. .. .
12. Have you been a student at any University? If so, name it, and give the dates of entering and leaving. State any degrees, honours, or prizes you have obtained. Name your College .. .. .	.. .. .

<p>13. Give the name of your Director of Studies or College Tutor, or of the Professor or other responsible person to whom reference can be made as being best acquainted with your conduct and the character of your work. You should give one name only, selecting the person to whom you think reference would be most useful. If you have been at more than one University, the referee should be chosen from your later University, unless you entered it at a later date than October, 1927</p>	
<p>14. Have you had any special teaching for examinations for these situations? If so, state where and by whom it was given, and the dates of beginning and ending. If it was part-time preparation, state what fraction of your study time it occupied and whether by day or in the evening. Regular University courses are to be excluded</p>	
<p>* 15. State any University or College colours, and any position of responsibility or distinction in University or College societies that you hold or have held</p>	
<p>16. Give particulars showing dates, certificates obtained, and ranks of any service in:—Junior Division Officers Training Corps, Senior Division Officers Training Corps, Territorial Army, Territorial Cadets</p>	
<p>17. Have you served in the Naval, Military, or Air Forces? If so, state your rank (or rating) and official number if any Your corps, regiment, or other unit Dates of your service</p>	
<p>18. If your time since leaving school is not fully accounted for by replies given above, account for the remainder here, with dates If you have had employers, state their names and addresses in full</p>	
<p>19. Give the names, professions, and <i>present</i> addresses (in full) of two referees, who should be responsible persons (not relations), well acquainted with you in private life, and unconnected with your school or college</p>	<p>1. 2.</p>
<p>20. Are you free from pecuniary embarrassments? If you are under liability to repay money advanced by an institution or party for your education, state the particulars</p>	
<p>21. Signature and date</p>	

Administrative Group Competition, 1928.

Selection of Subjects.

1. Do you take an auxiliary language under subject 5? If so, name it here. If you take a substitute for the auxiliary language show it in answer to question 6 _____.
2. Do you take an auxiliary language as extra numerum subject? If so, name it here. If you take an Anthropology subject or a substitute for the extra numerum subject show it in answer to question 6 _____.
3. Do you select any of the subjects for which evidence of training is required? If so, pin the necessary vouchers to this form, stating here the subjects to which each voucher applies _____.
4. If you are taking a degree examination any portion of which, written or oral, falls in July of this year, name and the University here _____.
5. Is your mother tongue an Indian language? If so, name it _____.

6. In the following list place a cross, so, ×, on the dotted line opposite each of the subjects you take in Section B including any subject which is compulsory for the Service for which you are a candidate. If you are a candidate for more than one service and you wish to offer different subjects for different Services, append a statement showing to which Service your selection applies, and the variations you desire for other Services. If you mark subjects in excess of the prescribed limitation, the Commissioners cannot undertake to avoid clashing among your subjects in the time table :—

7. English History to 1660	.....	39. Lower Physiology	.....
8. British History, 1660-1914	.....	40. Higher Physiology	.....
9. European History, Period 1	.....	41. Lower Zoology	.....
European History, Period 2	.....	42. Higher Zoology	.....
10. European History, Period 3	.....	43. Engineering	.....
11. General Economics	.....	44. Geography	.....
12. Economic History	.....	45. General Anthropology	.....
13. Public Economics	.....	46. Special Anthropology (Social	.....
14. Political Theory	.....	Physical)	.....
15. Political Organization	.....	47. Agriculture	.....
16. Constitutional Law	.....	48. English Literature, Period 1	.....
17. Private Law	.....	49. English Literature, Period 2	.....
18. Roman Law	.....	50. Latin Language	.....
19. International Law	.....	51. Roman Civilization	.....
20. Moral Philosophy	.....	52. Greek Language	.....
21. Metaphysics	.....	53. Greek Civilization	.....
22. Logic	.....	54. French Language	.....
23. Psychology	.....	55. French Civilization	.....
24. Experimental Psychology	.....	56. German Language	.....
25. Lower Pure Mathematics	.....	57. German Civilization	.....
26. Higher Pure Mathematics	.....	58. Spanish Language	.....
27. Lower Applied Mathematics	.....	Italian Language	.....
28. Higher Applied Mathematics	.....	59. Spanish Civilization	.....
29. Astronomy	.....	Italian Civilization	.....
30. Statistics	.....	60. Russian Language	.....
31. Lower Chemistry	.....	61. Russian Civilization	.....
32. Higher Chemistry	.....	62. Arabic Language	.....
33. Lower Physics	.....	63. Arabic Civilization	.....
34. Higher Physics	.....	64. Persian Language	.....
35. Lower Botany	.....	65. Persian Civilization	.....
36. Higher Botany	.....	66. Sanskrit Language	.....
37. Lower Geology	.....	67. Sanskrit Civilization	.....
38. Higher Geology	.....	

Signature _____

Procedure.

Immediately the results of the examination are known, all successful candidates will be summoned to attend at the Civil Service Commission to be medically examined and to state their choice among the services open to them and among the various Departments, Provinces, or Colonies. That statement of choice is irrevocable.

Evidence of Age.

A candidate born in the United Kingdom must not send in a birth certificate with this form, but must be prepared to produce it when required.

A European or Anglo-Indian who was born in India must be prepared to produce when required a certificate of baptism from the district in which he or she was baptized. If this does not also mention the date of birth it must be accompanied by a statutory declaration by one of the candidate's parents, stating the date and place of birth.

An Indian born in India must send in with this form a certificate under Government of India Notification No. 1,114 of September 12, 1918. If the candidate's family is resident in British India the certificate must be signed by the Secretary to the Government of their province or by the Commissioner of their division. If they reside in an Indian State it must be signed by the highest political officer accredited to that State.

Fee.

Fees are not to be forwarded by candidates. Instructions respecting the manner of payment of the fee prescribed (£8), and respecting the time and place of the examination, will be sent to candidates before the examination.

INDIAN CIVIL SERVICE GROUP OF COMPETITIONS.

Syllabus for such competitions as may be held in London in the year 1928 for appointment to the following services :—

Indian Civil Service.

Junior Grade of the Administrative Class in the Home Civil Service.

Colonial Service : Eastern Cadetships.

Foreign Office and Diplomatic Service.

Consular Services (General, Levant, and Far East) and Intelligence Officer Grade in the Department of Overseas Trade.

Evidence of Training.—Candidates who desire to offer any of the subjects 24, 29, 31-44, 46 (Physical Anthropology branch only), or 47 must send to the Secretary of the Civil Service Commission, so as to arrive not later than May 15, 1928, the evidence of training described below. Such evidence should be in the form of a certificate signed by a responsible officer of the institution. In the case of an institution not situated in the British Isles, the certificate must state that the institution in which the work has been done is authorized to prepare candidates in that subject for a degree.

SECTION A.

1. *Essay*.—An essay to be written on one of several specified subjects.
2. *English*.—A paper of questions to test the understanding of English and the workmanlike use of words. An optional exercise in the writing of verse will be included.
3. *Present Day*.—Questions on contemporary subjects, social, economic, and political. A liberal choice of questions will be given. Effective and skilful exposition will be expected.
4. *Everyday Science*.—In this subject such knowledge will be expected as candidates will have who have studied science intelligently at school and have since then kept their eyes open. A liberal choice of questions will be given. Attention should be paid to orderly, effective, and exact expression.
5. *Auxiliary Language*.—Passages dealing with history and politics may be set, but no technical matter. Verse is not excluded. Accuracy and skill in the use of English will be expected.
6. *Vivid Voce*.—The examination will be in matters of general interest, not in matters of academic interest; it is intended to test the candidate's alertness, intelligence, and intellectual outlook. The candidate will be afforded an opportunity of furnishing the record of his life and education. On the interview and record the Commissioners judge the value of the candidate's personality for each service for which he is entered. His value may differ for different services, and in that case the mark by which the Commissioners express their decision will differ for different services.

SECTION B.

HISTORY: Subjects 7-10.—Candidates should know something of the original authorities, of the principles of historical criticism, and of the principles and the facts of geography in relation to history. They must be prepared to draw sketch maps. Although a fixed date is given for the end of each period, candidates will be expected to have some general knowledge of the subsequent development of movements which continued beyond the period; similarly, when a fixed date is given for the beginning of a period, they will be expected to know in general outline how the initial position was reached.

7, 8. *English History to 1660, British History 1660-1914*.—The history will be taken as a whole; politics, economics, and constitution will be considered as mutually affecting each other, and all together as the outcome of the common life of the nation. Literature will not be excluded. Candidates will be expected to know so much of European history as will make the external action of this country fully intelligible and will explain those movements at home which had their beginnings abroad, e.g., the Renaissance, the Reformation, and the reactions in this country of the French Revolution. In subject 8 the outstanding incidents and movements in the history of British possessions will be included.

9, 10. *European History*.—Period 1, from 400 to 1494; Period 2, from 1494 to 1763; Period 3, from 1763 to 1914. The history of the American continent, of India, and of the Far East, will be included in so far as it influences European fortunes in an important degree.

11. *General Economics*.—The subject will be treated as a whole, and candidates should be prepared to illustrate the theory by the facts and to analyse the facts by the help of the theory. The history of economic thought will be included.

12. *Economic History*.—Candidates will be expected to have a general acquaintance with the early economic history of England; but special attention will be paid to the economic development of the British Isles and other portions of the Empire during the last two or three centuries, and so much knowledge of European and American conditions will be expected as is necessary for the understanding of British economic history.

13. *Public Economics*.—The questions will deal with the main forms of state action, central and local, in the economic sphere, together with public finance.

14. *Political Theory*.—Candidates will be expected to show a knowledge of political theory and its history, political theory being understood to mean not only the theory of legislation, but also the general history of the State and its connection with kindred studies such as Ethics, Psychology, Jurisprudence, Public International Law, and Economics. Candidates will be expected to show a knowledge of original authorities.

15. *Political Organization*.—This will include Constitutional Forms (Representative Government, Federalism, &c.) and Public Administration, central and local. The history of institutions is not included, but candidates will be expected to know the earlier stages from which existing institutions have directly developed.

16. *Constitutional Law*.—The Constitutional Law of the United Kingdom and of the British Empire, and the Law of English Local Government.

17. *Private Law*.—The following branches of English Private Law:—The Law of Real and Personal Property (including the Law of Succession), Contracts, and Torts.

18. *Roman Law*.—Roman Private Law and its history studied in connection with the Institutes of Gaius and Justinian, including the history of the legislative and judicial processes. Passages will be set for translation and comment, but credit will not be given merely for capacity to translate the texts.

19. *International Law*.—Public International Law.

20. *Moral Philosophy*.—The history of the subject will be included. Candidates will have an opportunity of showing their strength either in Ancient Philosophy or in Modern Philosophy.

21. *Metaphysics*.—As for Moral Philosophy.

22. *Logic*.—The subject will be interpreted in a wide sense. Epistemology in its bearing on logical problems will be included, together with Formal Logic and Scientific Method. Questions may be set on Mathematical Logic, i.e., on the Logic of Mathematics, Symbolic Logic, and the Logic of Probability; and also on the history of Logic. A considerable choice of questions will be allowed.

23. *Psychology*.—Questions on the history of the subject may be included.

24. *Experimental Psychology*.—A candidate who desires to offer this subject must produce evidence satisfactory to the Civil Service Commissioners of laboratory training in an institution of university rank.

MATHEMATICS: Subjects 25-28.—The use of the slide-rule and of mathematical tables will be allowed.

25. *Lower Pure Mathematics*.—Geometry of two and of three dimensions according to Euclid (synthetic geometry) to Descartes (analytical geometry), and to Monge (descriptive geometry, dealing with three-dimensional figures by the use of plan and elevation). The method of vectors including scalar and vector products, with applications. Only the main properties of conics and quadrics, including those of poles, polars and polar planes, are expected.

Algebra: Complex numbers; uniformly converging infinite series; the elements of the theory of equations including the numerical solution of algebraic equations, but not including the formal solution of the cubic and quartic.

Infinitesimal calculus of real variables to partial differentiation and multiple integrals, with applications to geometry. Candidates should be able to deal with the types of differential equations occurring in elementary mechanics.

The proof of Taylor's series will not be required.

No great skill will be expected in solving complicated problems of an elementary nature. The questions will involve the use of mathematical instruments.

26. *Higher Pure Mathematics*.—Lower Pure Mathematics together with—

The geometry of curves and surfaces. Tensor calculus.

Elementary analysis, including simple functions of a complex variable and contour integration.

Differential equations in one independent variable. Elementary treatment of partial differential equations with special reference to the differential equations of mathematical physics. Existence theorems are excluded.

Mathematical theory of probability, including theory of errors, method of least squares, curve fitting, and correlation.

Calculus of finite differences, including numerical integration and summation and linear difference equations.

A considerable choice of questions will be allowed, so that full marks may be obtained by covering about half the range stated.

27. *Lower Applied Mathematics*.—Statics, hydrostatics, dynamics, elementary theory of electricity and magnetism including the induction of currents. Questions will be of an elementary character, but will not be confined to two dimensions; they will involve the use of the calculus. Candidates are free to use differential equations, but a knowledge thereof will not be necessary to answer the questions. Attention will be paid to problems which arise naturally and to general principles; artificial problems will be avoided. The questions will involve the use of mathematical instruments.

28. *Higher Applied Mathematics*.—Lower Applied Mathematics together with—

Statics to a more advanced stage, including graphical treatment.

Dynamics to the equations of Euler and Lagrange and including the theory of the vibration of strings and other simple systems.

Hydrodynamics, including the elementary theory of the motion of solids through a liquid, surface waves, and vibrations in gases.

Elasticity, including the elements of the vibrations of rods, plates, and bars.

Electricity and Magnetism.

Thermodynamics, kinetic theory of gases, radiation.

A considerable choice of questions will be allowed, so that full marks may be obtained by covering about half the range stated.

29. *Astronomy*.—Geometrical optics will be included.

A candidate who desires to offer this subject must produce evidence satisfactory to the Civil Service Commissioners of practical training in an observatory.

30. *Statistics*.—Frequency distributions, averages, percentiles, and simple methods of measuring dispersion; graphic methods; elementary treatment of qualitative data, e.g., investigation of association by comparison of ratios, consistency of data: the practice of the simplest graphic and algebraic methods of interpolation.

Practical methods used in the analysis and interpretation of statistics of prices, wages and incomes, trade, transport, production, and consumption, education, &c.; the more elementary methods of dealing with population and vital statistics; miscellaneous methods used in handling statistics of experiments or observations.

Elements of modern mathematical theory of statistics:—Frequency curves and the mathematical representation of groups generally; accuracy of sampling as affecting averages, percentages, the standard deviation; significance of observed differences between averages of groups, &c.; the theory of correlation for two variables.

NATURAL SCIENCE: *Subjects 31-42*.—The standard of the higher division of a science will be that which is required in the main subject for an honours degree at the universities. The standard for the lower division of a science will be that required in a subject subsidiary to the main subject whether required at the final degree examination or at a preceding examination.

A candidate who desires to offer a science must produce evidence satisfactory to the Civil Service Commissioners of laboratory training in that science in an institution of university rank; the period of training required is one academic year, whether the candidate offers the higher division of the science or the lower division or both divisions.

35. *Lower Botany*

36. *Higher Botany*

37. *Lower Geology*

38. *Higher Geology*

} Vegetable Physiology will be included in each division.

} Mineralogy will be included in each division.

43. *Engineering*.—Strength of materials; theory of structures; mechanism and dynamics of machines; heat and thermodynamics; surveying; hydraulics, including hydraulic machines; electricity and magnetism.

The subject will be treated in a general manner and the questions will be confined to the more elementary parts of the subject. The candidate will be expected to be familiar with graphical methods and to have some skill in mechanical drawing.

A candidate who desires to offer Engineering must produce evidence satisfactory to the Civil Service Commissioners of training for at least one academic year in an institution of university rank.

44. *Geography*.—Geography as understood in the universities, not excluding topics which concern geography jointly with other subjects such as economics, history, physics, botany, and geology. There will be a practical test which will necessitate a knowledge of cartographical methods and notations, and for this test drawing instruments may be required.

A candidate who desires to offer this subject must produce evidence satisfactory to the Civil Service Commissioners of training for at least one academic year in an institution of university rank.

45. *General Anthropology*.—Primitive culture in its various aspects; including economic pursuits (food collecting, hunting, fishing, domestication of animals, agriculture); the general scheme of primitive social organization; early religion and magic, mythology, beliefs, rituals and ceremonial; decorative art, music, dancing. Candidates will be expected to show some knowledge of the customs, institutions, and beliefs of living races of rude culture rather than knowledge of prehistory, archaeology, or evolutionary or historical conjectures.

46. *Special Anthropology*.—Candidates will choose between Social Anthropology and Physical Anthropology.

Social Anthropology.—A fuller knowledge of primitive social organization will be here expected: the tribe, the village community, kinship grouping, and the family. Study of the manner in which law works among primitive people and of their forms of administering justice. The economic organization of the primary pursuits and industries; the types of distribution, exchange, and trade. Exchange and the beginnings of currency. Adjustments of European economic systems, laws and morality to races on an earlier level or of a different type of culture. Early forms of magical and religious belief and ritual. The relation between faith and knowledge in primitive societies.

Physical Anthropology, with which are included Prehistoric Archaeology and Technology. Candidates will be expected to have such knowledge as may be acquired by laboratory and museum work, consisting mainly in the handling and study of specimens and exhibits. The subject will be treated with special, but not exclusive, reference to peoples of rude culture, including prehistoric civilizations.

A candidate who desires to offer Physical Anthropology must produce evidence satisfactory to the Civil Service Commissioners of training in an institution of university rank.

47. *Agriculture*.—Agricultural chemistry, agricultural botany, and agricultural zoology will be included.

A candidate who desires to offer this subject must produce evidence satisfactory to the Civil Service Commissioners of training in an approved institution.

48, 49. *English Literature*.—*Period 1*, from 1350 to 1700; *Period 2*, from 1660 to 1914.

Candidates should be prepared to show a first-hand knowledge of some of the works of the following authors and of their place in the history of their country:—

PERIOD 1.

Chaucer	Malory	Spenser	Shakespeare	Bacon	Milton	Bunyan
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PERIOD 2.

Dryden	Fielding	Scott	Keats
Congreve	Johnson	Jane Austen	Dickens
Defoe	Burke	Wordsworth	Carlyle
Swift	Goldsmith	Coleridge	Tennyson
Addison	Burns	Shelley	Browning
Pope			

Questions on other writers will not be excluded, but, on the whole, the questions will be directed to the best-known authors and their best-known works. Candidates should know so much of the history as is necessary to understand the literature in its relation to other activities of the nation.

Questions will not be set on the history of the language before Chaucer, nor, in general, on its morphological or phonological changes since his time; the history of workmanship, style, and prosody will not be excluded.

CIVILIZATIONS AND LANGUAGES: Subjects 50-67.—In these the civilization subject associated with a language can be taken only by candidates who also offer themselves for examination in the language itself.

In the questions on civilization, history, and literature will, as far as possible, be brought into close relation. In history, candidates will be expected to show a knowledge of the original authorities. They must also be prepared to answer questions on historical geography, and to draw sketch maps. The questions on literature will require first-hand knowledge of the authors; and the authors dealt with will be those which candidates ought to have read. Passages of literature may be set for comment on matters of social, political, legal, or other historical importance. Questions on philology and the older forms of the languages may be set, but will not be compulsory. In the question papers on civilization candidates will not be required to write their answers in the foreign language.

In the conversation test importance is attached to pronunciation. The study of phonetics is an important aid to correctness of pronunciation, and candidates who take modern languages will be expected to have studied phonetics in connection with the language or languages taken.

50. *Latin Language*.—Translation and prose or verse composition. The composition paper will be so arranged that candidates may confine themselves to prose composition or to verse composition or, if they prefer, may take some prose and some verse.

51. *Roman Civilization*.—Roman History and Latin Literature. The outlines of the history and development down to 180 A.D. should be known; but the main stress will be laid on the period 133 B.C. to 117 A.D.

52. *Greek Language*.—As for Latin.

53. *Greek Civilization*.—Greek History and Literature. In history the main stress will be on the period 510 B.C. to 323 B.C.

54. *French Language*.—Translation, free composition, set composition, and conversation.

55. *French Civilization*.—French History and Literature. The outlines of the history and development prior to 1589 should be known; the period from 1589 to 1660 in somewhat more detail; but the main stress will be on the period from 1660 to the present day.

56. *German Language*.—As for French.

57. *German Civilization*.—German History and Literature. Candidates should know in outline the history of the Medieval Empire, of the growth of the German cities, of the Reformation in Germany, and of the Thirty Years War; but the main stress will be on the period from the accession of Frederick the Great to the present day.

58. *Spanish, Italian, Language*.—As for French.

59. *Spanish Civilization*.—Spanish History and Literature. In history the main stress will be on the periods from the Union of Castile and Aragon under Ferdinand and Isabella to the liberation of the Netherlands, and again from 1800 to the present day.

Italian Civilization.—Italian History and Literature. In history the main stress will be on the 15th century and the first half of the 16th century, and again on the period from 1789 to the present day. Sufficient should be known of the earlier period to understand the position of the Pope and the Emperor in Italy, the rise of the towns, and the position of Dante in history.

60. *Russian Language*.—As for French.

61. *Russian Civilization*.—Russian History and Literature. Something should be known of the history since the accession of Peter the Great, but the main stress will be on the period from 1800 to the present day. Only the broadest outlines of the history prior to Peter the Great will be required.

62. *Arabic Language*.—Translation, free composition, set composition, conversation. The examination will be in the modern language.

63. *Arabic Civilization*.—Arabic History and Literature. The main stress in both history and literature will be on the period from the middle of the 6th century A.D. to the middle of the 13th century A.D.

64. *Persian Language*.—Translation, free composition, set composition, conversation. The examination will be in the modern language.

65. *Persian Civilization*.—Persian History and Literature. The main stress in both history and literature will be on the period 1000 A.D. to 1500 A.D. Candidates will be expected to have a general knowledge of the history of Persia before 1000 A.D. and from 1500 A.D. to the present time.

The following applies only to Candidates for the Indian Civil Service:—

66. *Sanskrit Language*.—Translation, prose composition, and questions on Vedic and Sanskrit grammar. Both Vedic and classical Sanskrit passages will be set for translation; composition will be required in classical Sanskrit alone.

67. *Sanskrit Civilization*.—Sanskrit literature and the history of the civilization and thought of India from the Vedic period to A.D. 1200.

E. Cadets/O.C.

REGULATIONS FOR EXAMINATIONS FOR EASTERN CADETSHIPS, VIZ., FOR CADETSHIPS IN THE CIVIL SERVICES OF CEYLON, HONG KONG, AND MALAYA.

1. The Cadets are selected by open competitive examination held by the Civil Service Commissioners, to whom all inquiries on the subject should be addressed.

Any such examination is open, under such general restrictions as may be laid down, to all natural-born, but not naturalized, British subjects, being of the requisite age, health, and character.

2. Candidates for Ceylon Cadetships must be natural-born British subjects either of pure European or Ceylonese descent on both sides or of mixed European and Ceylonese descent. Candidates for Hong Kong or Malayan Cadetships must be natural-born British subjects of pure European descent on both sides.

3. Candidates successful in the competition who may be assigned to any of these Cadetships may be called upon to satisfy the Secretary of State for the Colonies that they fulfil the above requirements as regards descent. To avoid delay candidates claiming to be of Ceylonese or mixed descent would do well to provide themselves in advance with a form of certificate by application to the Colonial Secretary's Office, Colombo.

4. The examinations for these appointments will, as a rule, be held in the months of July and August of those years in which vacancies have occurred in any of the above Services; and the successful Candidates will be allotted, as and when opportunity offers, to the various Colonies or States in which vacancies may exist upon a consideration of all the circumstances, including their own wishes; but the requirements of the Public Service will rank before every other consideration, and the Secretary of State retains full discretion to allot as he thinks fit.

5. Candidates must have attained the age of 22 and must not have attained the age of 24 on the first day of August in the year in which the examination is held, and must satisfy the Civil Service Commissioners that they are duly qualified in respect of health and character. They must be of sound constitution, possessed of good sight, and physically qualified for service in tropical climates, and they will be called upon to undergo a strict medical examination to test these points:

6. The examination will include the following subjects.* The numerical value is shown against each subject.

SECTION A.

Subject to the instructions at the head of Section B of this rule candidates are to take up all the subjects in this section.

	Marks.		Marks.
1. Essay	100	4. Everyday Science	100
2. English	100	5. Auxiliary Language	100
3. Present Day	100	6. Vivid Voce	300

SECTION B.—OPTIONAL SUBJECTS.

Candidates are allowed to take up subjects in this section up to a total of 1,000 marks, but candidates taking one modern foreign language in Section B may take, in lieu of the auxiliary language in Section C, a further subject in Section B carrying 100 marks, and candidates taking two or more modern languages in Section B may take, in lieu of both auxiliary languages (Sections A and C), a further subject or subjects in Section B to a total of 200 marks.

	Marks.		Marks.
<i>History.</i>			
7. English History to 1660	200	36. Higher Botany	200
8. British History, 1660-1914	200	37. Lower Geology	200
9. European History, either Period 1 or Period 2	200	38. Higher Geology	200
10. European History, Period 3	200	39. Lower Physiology	200
<i>Economics, Politics, Law, and Philosophy.</i>			
11. General Economics	200	40. Higher Physiology	200
12. Economic History	100	41. Lower Zoology	200
13. Public Economics	100	42. Higher Zoology	200
14. Political Theory	100	43. Engineering	400
15. Political Organization	100	44. Geography	400
16. Constitutional Law	100	45. General Anthropology	100
17. Private Law	200	46. Special Anthropology consisting of either Social Anthropology or Physical Anthropology	100
18. Roman Law	100	47. Agriculture	200
19. International Law	100	<i>English Literature, Languages, and Civilizations.</i>	
20. Moral Philosophy	100	48. English Literature, Period 1	200
21. Metaphysics	100	49. English Literature, Period 2	200
22. Logic	100	50. Latin Language	200
23. Psychology	100	51. Roman Civilization	200
24. Experimental Psychology	100	52. Greek Language	200
<i>Mathematics and Science.</i>			
25. Lower Pure Mathematics	200	53. Greek Civilization	200
26. Higher Pure Mathematics	200	54. French Language	200
27. Lower Applied Mathematics	200	55. French Civilization	200
28. Higher Applied Mathematics	200	56. German Language	200
29. Astronomy	200	57. German Civilization	200
30. Statistics	100	58. Spanish or Italian Language	200
31. Lower Chemistry	200	59. Spanish or Italian Civilization	200
32. Higher Chemistry	200	60. Russian Language	200
33. Lower Physics	200	61. Russian Civilization	200
34. Higher Physics	200	62. Arabic Language	200
35. Lower Botany	200	63. Arabic Civilization	200
		64. Persian Language	200
		65. Persian Civilization	200

SECTION C.

Subject to the instructions at the head of Section B of this rule an Extra Numerum subject may be offered carrying 100 marks, and chosen from the following:—

General Anthropology. | Special Anthropology. | An auxiliary language.

* A syllabus defining in general terms the character of the examination in the various subjects is sent herewith.

7. The auxiliary language in Section A or Section C will be tested by means of translation from the language. The following languages may be offered:—French, German, Italian, Spanish, Portuguese, Dutch, Norwegian, Swedish, Danish, Russian, Latin, Ancient Greek.

No candidate may offer any language or General Anthropology or Special Anthropology twice in the examination.

No candidate may offer in Sections A and C together two languages of the group Italian, Spanish, Portuguese, or two of the group Norwegian, Swedish, Danish.

Only a candidate who takes two modern languages in Section B may offer Latin or Ancient Greek as an auxiliary language.

Instead of an auxiliary language a candidate whose mother tongue is a Ceylonese language may offer as subject either General Anthropology or Special Anthropology.

8. In subjects 50 to 65 the civilization subject associated with a language can only be taken by candidates who offer the language itself for examination in Section B.

9. A candidate desiring to offer subject 24 or any of the subjects 31 to 43 must produce evidence satisfactory to the Commissioners of laboratory training in an institution of university rank. For Astronomy (29), Geography (44), the Physical Anthropology branch of Special Anthropology (46), and Agriculture (47), other equivalent training will be required. There will be no laboratory test as part of the examination.

10. From the marks assigned to candidates in each subject such deduction will be made as the Civil Service Commissioners may deem necessary in order to secure that no credit be allowed for merely superficial knowledge.

11. Moreover, if a candidate's handwriting is not easily legible a further deduction will, on that account, be made from the total marks otherwise accruing to him.*

12. Application for permission to attend one of these examinations must be made in the writing of the candidate, at such times and in such manner as may be fixed by the Commissioners.

13. A fee of £8 will be required from every candidate attending an examination.†

Civil Service Commission,
February, 1928.

“THE REVENUE COLLECTION ORDINANCE, 1925.”

U 116/26

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

Colonial Secretary's Office,
Colombo, April 4, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

REGULATION REFERRED TO.

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

“THE CEMETERIES AND BURIALS ORDINANCE, 1899.”

K 244/28

NOTICE is hereby given that His Excellency the Governor has, in exercise of the powers vested in him by section 34 of “The Cemeteries and Burials Ordinance, 1899,” and on the recommendation of the “proper authority,” to wit, the Government Agent, North-Western Province, been pleased to approve of 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, April 12, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Lot 14½ in final village plan No. 361.

Name of land: Godellehena *alias* Delgahahena.

Situation: Katudeniya village in Meda pattu korale east, in Katugampola hatpattu of the District of Kurunegala, North-Western Province.

Boundaries: North by lot 13½ in final village plan No. 361; east by lot 12 in final village plan No. 361; south by lots 14½, 14½, and 14½ 0 in final village plan No. 361; and west by lot 14½A1 in final village plan No. 361.

Extent: 2 roods and 37 perches.

“THE CEMETERIES AND BURIALS ORDINANCE, 1899.”

K 284/28

NOTICE is hereby given that His Excellency the Governor has, in exercise of the powers vested in him by section 34 of “The Cemeteries and Burials Ordinance, 1899,” and on the recommendation of the “proper authority,” to wit, the Government Agent, North-Western Province, been pleased to approve of 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, April 12, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Lot 2 in final Village plan No. 944.

Name of land: Paragahamulahena.

Situation: Katuwattewela village in Mayurawati korale in Dambadeni hatpattu of the District of Kurunegala, North-Western Province.

Boundaries: North by Yatikaha korale boundary; and on all other sides by lot 2B in final village plan No. 944.

Extent: 19 perches.

* It is notified for general information that the number of marks deducted for bad handwriting may be considerable.

† When an Open Competitive Examination for Eastern Cadetships in the Colonial Service is held concurrently with an Open Competitive Examination for the Indian or the Home Civil Service, candidates admitted to compete for any two or all of these Services will be required to pay only one consolidated fee of £8

"THE MOTOR CAR ORDINANCE, 1927."

W 85/28

REGULATION made by His Excellency the Governor in Executive Council under section 58 (1) of the above-named Ordinance.

Colonial Secretary's Office,
Colombo, April 4, 1928.

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

REGULATION.

The use by omnibuses of the road mentioned in the schedule hereto is prohibited. Provided, however, that omnibuses, which are garaged in premises situated alongside such road, may use such road for the purpose of going to or from their garages only, but may not carry any passengers, when so proceeding.

Schedule.

Katubedde Broadway in Moratuwa, in the Colombo District of the Western Province.

"THE STAMP ORDINANCE, 1909."

F 256/28

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

K 413/27

IT is hereby notified that the notice dated June 6, 1927, appearing in *Government Gazette* of June 10, 1927, ordering that no petitions drawn by S. Rahaman of Anuradhapura and addressed to His Excellency the Governor or to any Head of a Government Department or other Public Officer should receive attention is amended limiting the prohibition to a period of two years from June 9, 1927.

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

By order,
A. G. M. FLETCHER,
Colonial Secretary.

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

C 14/28

The Constituency of the Ratnapura Revenue District Electorate.

NOTICE is hereby given that a poll will be taken for the purpose of electing a Member of the Legislative Council for the above-named constituency on April 21, 1928.

The names of the candidates and of their proposers and seconders are as follows:—

1. Candidate : Harry Ellawala of Eheliyagoda.
Proposed by Arnold Constantine Attygalle.
Seconded by Edward William Wallagoda Nawaratne Goonatilleke Daundesekere.
2. Candidate : George Reginald de Silva of Green Lodge, Kotahena, Colombo.
Proposed by Egbert Arthur Elapata.
Seconded by Martin Arthur Wimala Goonesekere.

The places at which the polls will be taken and the districts assigned to each polling station are—

<i>Polling Station.</i>	<i>District assigned.</i>
Ratnapura Kachcheri	.. Meda and Palle pattuwa of Nawadun korale, Meda pattuwa of Kukul korale, and Uda pattuwa south of Kuruwiti korale
Balangoda Court-house	.. Kadawata and Meda korales
Rakwana Court-house	.. Kolonna korale, Uda pattuwa of Kukul korale, Depattuwa and Meda pattuwa of Atakalan korale
Pelmadulla Resthouse	.. Pannil pattuwa of Atakalan korale and Uda pattuwa of Nawadun korale
Kendangamuwa Village Tribunal	.. Uda pattuwa north and Palle pattuwa of Kuruwiti korale
Kiriella Village Tribunal	.. Palle pattuwa of Kukul korale and Meda pattuwa of Kuruwiti korale

The Notifications dated March 21, 1928, and March 28, 1928, published in *Government Gazette* No. 7,635 of March 22, 1928, and *Government Gazette* No. 7,636 of March 30, 1928, respectively, are hereby cancelled.

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

By order,
A. G. M. FLETCHER,
Colonial Secretary.

NOTICES CALLING FOR TENDERS.

SCHEDULES of rates are hereby invited for proposed Store Room at the Government Stores, Colombo.

2. The whole of the work to be undertaken (a) on agreements to be entered into monthly by the District Engineer, Buildings, Colombo, and the contractor on the basis of his accepted tendered schedule of rates, and finally subject to the approval of the Construction Engineer, Public Works Department, Colombo, or (b) a measured lump sum contract may be entered into (type articles of agreement can be inspected with the plans, &c.)

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Buildings, Colombo, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Construction Engineer, Public Works Department, Colombo, and the duplicate addressed to the District Engineer, Buildings, Colombo, endorsed on the outside "Schedule of Rates for Proposed Store Room at the Government Stores, Colombo," so as to reach the offices of the foregoing officers on or before 12 noon on Friday, April 27, 1928.

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

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

7. 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 to whom the Construction Engineer, Public Works Department, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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

E. W. BARTHOLOMEW,
Public Works Office,
Colombo, April 4, 1928.

SCHEDULES of rates are hereby invited for widening 16th mile, Ja-ela-Kotadeniya road, Negombo District.

2. The whole of the works to be undertaken on agreements to be entered into monthly by the District Engineer, Negombo, 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, Negombo, any week day between the hours of 9.30 A.M. and 4.30 P.M. (Saturdays, 9.30 A.M. and 2 P.M.).

4. Schedule of rates must be submitted on forms to be obtained from the Office of the District Engineer, Negombo, 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, Negombo, endorsed on the outside "Schedule of Rates

for widening 16th Mile, Ja-ela-Kotadeniya Road," so as to reach the offices of the foregoing officers on or before 12 noon on April 23, 1928.

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

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

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

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

E. W. BARTHOLOMEW,
Public Works Office,
Colombo, April 4, 1928.

TENDERS are hereby invited for the supply of best (Milchar No. 1), rice for the use of the Public Works Department in Kandy District, for period of six months commencing from June 1, 1928:—

(a) Rate for delivery in Kandy town.

(b) Rate for delivery at the following overseers' quarters:—

Peradeniya-Deltota-Rikiligasgoda road at miles 5, 19, and 27.

Kandy-Haragama-Kurundu-oya road, miles 4, 15, 22, and 27

Kadugannawa-Peradeniya road, mile 65.

Kadugannawa to Alagalla, mile 4.

(An average flat rate for places mentioned under (b) must be tendered.)

(An average of 400 bushels of rice per month will be required for Kandy District, but no guarantee is given that this or any other quantity will be ordered each month. The bags supplied will not be returned to the contractor.)

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for the Supply of Rice, Public Works Department, Kandy District, 1927-28," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on April 24, 1928.

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

5. The sample of rice, not less than a measure, should be deposited in sealed packets or bottles at the Office of the Provincial Engineer, Central Province (North), Kandy, not later than 12 noon on April 24, 1928.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the rice adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Central Province (North), Kandy and no tender will be considered unless it is

furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer.

8. 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 Provincial Engineer, Central Province (North), Kandy that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Central Province (North), Kandy.

10. Before any tender is accepted the contractor will be required to sign a contract to make due delivery in accordance with the description and the quantity of rice tendered by him and as per approved samples submitted. In order to secure the due and punctual performance of the contract, the successful tenderer will be required to deposit a sum of Rs. 350 in respect of the particular contract entered into by him.

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

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

14. 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.

15. Tenderers, who have not previously held Government contracts, when applying for tender forms, should 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 be also given.

In the case of persons who have carried out contracts with the Public Works Department, but not in the division or district concerned in the notice calling for tenders, they should state in which division or district or divisions or districts they held contracts.

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

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

17. Tenders for imported rice 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.

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

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

Public Works Office,
Colombo, April 2, 1928.

SCHEDULES of rates are hereby invited for works connected with the construction of the Bridge at Tangalla, in Southern Province:—

- (1) Transporting materials from Matara Railway Station to Tangalla Bridge site, including loading and unloading.
- (2) Supplying $\frac{3}{4}$ -in. metal at Bridge site.
- (3) Supplying 1-in. metal at Bridge site.
- (4) Supplying $1\frac{1}{2}$ -in. metal at Bridge site.
- (5) Supplying and filling earth to approaches.

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

3. Schedules of rates must be submitted on forms to be obtained from the Office of the Factory Engineer, Colombo, duly signed and dated, and forwarded in securely sealed envelopes addressed to the Factory Engineer, Colombo, and endorsed on outside the nature of the materials for which tendered, so as to reach the Office of the Factory Engineer, Colombo, on or before 12 noon on Thursday, April 26, 1928.

4. A cash deposit of Rs. 10 will be required to be made at any Kacheheri and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract bond, or fail to furnish approved security within ten days of receiving notice in writing from the Factory Engineer, 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.

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

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

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 contracts shall be entered into with any person whose name is on the list of Crown defaulting contractors, either individually or jointly with any other person, nor shall the contractor employ any person whose name is on the list of Crown defaulting contractors, or any other person to whom the Factory Engineer, Colombo, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

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 one item to any one contractor.

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

SCHEDULES of rates are hereby invited for the transport of stores for the Public Works Department, Matara District, from May 15, 1928, to September 30, 1928:—

- (1) To and from Railway station, Matara, to Public Works Department Store.
- (2) From Railway Station, Matara, or Public Works Department Store to a radius of 1 mile in town.
- (3) To and from Public Works Department Store, Matara, to Goiyapana-Tangalla road.
- (4) To and from Public Works Department Store, Matara, to Matara-Akuressa-Viharahena road.
- (5) To and from Public Works Department Store, Matara, to Deniyaya-Hayes road.

- (6) To and from Public Works Department Store, Matara, to Tihagoda-Kamburupitiya road.
- (7) To and from Public Works Department Store, Matara, to Hakmana-Tangalla road.
- (8) To and from Public Works Department Store, Matara, to Weligama-Telijjawela road.

At _____ per cwt. per mile for heavy and light articles, respectively, at _____ per cart per mile and at _____ per half cart per mile, including loading and unloading.

2. Schedules of rates in respect of the foregoing services must be submitted on detailed schedule forms to be obtained from the District Engineer, Matara, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate to the District Engineer, Matara, endorsed on the outside "Tender for the Transport of Stores, Matara District," so as to reach the office of the foregoing officer on or before 12 noon on April 27, 1928.

3. Any alterations made in the tenders should be authenticated by the initials of the tenderer.

4. The rates should include all handling charges and stacking of stores as loading and unloading at Railway Station.

5. Intimation of receipt of stores at the Goods Shed, Matara, will be made to the contractor, who personally or by deputy must keep in touch with the District Engineer's Office, and must give an address where he can receive instructions at all times. Any demurrage, if claimed by the Railway Department for delay in clearing goods, must be borne by the contractor.

6. The contract shall not be assigned, sublet, or otherwise transferred without the consent and authority of the Director of Public Works previously obtained in writing.

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

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

9. A deposit of Rs. 10 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 contract and bond or fail to furnish approved security within 10 days of receiving notice from the District Engineer, Matara, 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.

10. Conditions of contract and any other particulars could be obtained at the Office of the District Engineer, Matara, any week day between the hours of 8.30 A.M. and 4 P.M. (Saturdays, 8.30 A.M. and 12 noon).

11. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specification and the general conditions therein set forth and to deposit a sum of Rs. 75 for the due and faithful performance of the contract.

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

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

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

Public Works Office,
Colombo, April 4, 1928.

TENDERS are hereby invited separately for the supply of (a) Country rice and (b) Coast rice (Kallunda) for the use of the Public Works Department, in the Hambantota District of the Southern Province, delivered at the Hambantota town for a period of 6 months commencing from May 1, 1928, to October 31, 1928.

Hambantota District.

(An average of 350 bushels of rice per month will be required for Hambantota District, but no guarantee is given that this or any other quantity will be ordered each month.)

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for Supply of Rice, Public Works Department, Southern Province, 1927-28," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue, not later than 12 noon on April 24, 1928.

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

5. The sample of rice, not less than a measure, should be deposited in sealed bottles at the Office of the Provincial Engineer, Southern Province, Galle, not later than 12 noon on April 24, 1928.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of the rice adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Southern Province, Galle, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer.

8. 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 Provincial Engineer, Southern Province, Galle, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Southern Province, Galle.

10. Before any tender is accepted the contractor will be required to sign a contract to make due delivery in accordance with the description and the quantity of rice tendered by him and as per approved samples submitted. In order to secure the due and punctual performance of the contract the successful tenderer will be required to deposit a sum of Rs. 100 in respect of the particular contract entered into by him.

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

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

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

14. 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.

15. Tenderers, who have not previously held Government contracts, when applying for tender forms should 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.

In the case of persons who have carried out contracts with the Public Works Department, but not in the division or district concerned in the notice calling for tenders, they should state in which division or district or divisions or districts they held contracts.

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

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

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

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

Public Works Office,
Colombo, April 2, 1928.

TENDERS are hereby invited for the supply of country rice for the use of the Public Works Department in the Eastern Province, delivered at the Overseers' quarters at the under-mentioned places, for the following periods:—

- (a) May 1, 1928, to July 31, 1928.
- (b) May 1, 1928, to October 31, 1928.
- (c) May 1, 1928, to April 30, 1929.

Trincomalee District.

Trincomalee town, Neeroddumunai, Kilivetti, Mavadichchenai, Coast road, 6th mile.

Trincomalee-Anuradhapura road, 6th mile.

Trincomalee-Anuradhapura road, 10th mile.

Trincomalee-Anuradhapura road, 16th mile.

Trincomalee-Anuradhapura road, 22nd mile.

Trincomalee-Puttalam road, 81st mile.

Trincomalee-Kituluttu road, 7th mile.

Trincomalee-Kituluttu road, 10th mile.

Trincomalee-Kituluttu road, 17th mile.

Trincomalee-Kituluttu road, 22nd mile.

Trincomalee-Kituluttu road, 26th mile.

Trincomalee-Kuchchaveli road, 6th mile.

Trincomalee-Kuchchaveli road, 15th mile.

Trincomalee-Kuchchaveli road, 21st mile.

(An average of 350 bushels of rice per month will be required for Trincomalee District, but no guarantee is given that this or any other quantity will be ordered each month.)

2. All tenders must be in duplicate, both copies being sealed in the same envelope, and addressed to the Chairman of the Tender Board, Office of the Controller of Revenue, Colombo.

3. Tenders must be marked "Tender for the Supply of Rice, Public Works Department, Eastern Province, 1928-29," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than 12 noon on April 24, 1928.

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

5. The sample of rice, not less than a measure, should be deposited in sealed bottles at the Office of the Provincial Engineer, Eastern Province, Batticaloa, not later than 12 noon on April 24, 1928.

6. To each sample must be firmly attached a label on which is stated the name of the tenderer, the *Gazette* number of the notice calling for the tender, and the description of rice adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Eastern Province, Batticaloa, and no tender will be considered unless it is furnished on the recognized form thus obtained. Any alterations made in tenders should bear the initials of the tenderer.

8. 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 Provincial Engineer, Eastern Province, Batticaloa, that his tender has been accepted, such deposit will be forfeited to the Crown. All other deposits will be returned upon signature of a contract.

9. Further information may be obtained on application at the Office of the Provincial Engineer, Eastern Province, Batticaloa.

10. Before any tender is accepted the contractor will be required to sign a contract to make due delivery in accordance with the description and the quantity of rice tendered by him and as per approved samples submitted. In order to secure the due and punctual performance of the contract, the successful tenderer will be required to deposit a sum of Rs. 300 in respect of the particular contract entered into by him.

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

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

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

14. 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.

15. Tenderers, who have not previously held Government contracts, when applying for tender forms, should 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.

In the case of persons who have carried out contracts with the Public Works Department, but not in the division or district concerned in the notice calling for tenders, they should state in which division or district or divisions or districts they held contracts.

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

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

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

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

Public Works Office,
Colombo, April 2, 1928.

TENDERS are invited for the purchase of all enumerated timber and firewood standing within the boundaries of the demarcated coupe described in the annexed schedule, subject to the following conditions.

2. All tenders should be in duplicate and sealed under one cover, and should be addressed to the Conservator of Forests, Kandy.
3. Tenders should either be deposited in the tender box in the Office of the Conservator of Forests, Kandy, or be sent through the post.
4. Tenders should be marked "Tenders for the Purchase of Timber and Firewood, Southern Division (West)," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests, Kandy, not later than midday on Saturday, May 12, 1928.
5. The tenders are to be made upon forms which will be supplied upon application to the Divisional Forest Office, Galle. 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.
7. Tenderers should satisfy themselves by inspection before tendering as to the volume of the enumerated trees referred to in the annexed schedule as the figures given therein are estimated only and their correctness is no way guaranteed.
8. It will be incumbent on the successful tenderer to remove all timber and firewood from the area before August 31, 1929.
9. Tenderers are informed that no part of the area is further than 30 chains from Public Works Department main road, Galle-Udugama, 10 mile at Kottawa.
10. A cart track has been opened, and the successful tenderer will be expected to make good any damage resulting from his work.
11. The successful tenderer will be required to execute a purchase agreement, and all tenderers should read and initial a copy of this agreement at the Office of the Divisional Forest Officer, Southern Division (West), Galle, at the time of obtaining tender forms.
12. Before execution of the agreement the purchaser will be required (a) to pay either the full purchase amount, or if paying by instalment 40 per cent. thereof; (b) to deposit as security for efficient and punctual fulfilment of the agreement Rs. 300. If paying by instalments, the balance 60 per cent. of the full purchase price shall be paid by the purchaser in two equal instalments in accordance with clause 2 and 3 of the special conditions set out below in this notice.
13. After payment of the first instalment of the purchase price, deposit of the security and execution of the agreement, the purchaser will be entitled on application to refund of his tender deposit. Should the successful tenderer fail to carry out the requirements of clauses 11 and 12 of this notice within fourteen days of receiving notice in writing from the Divisional Forest Officer that his tender has been accepted, the Rs. 20 deposited will be forfeited to the Crown. The successful tenderer will be entitled to a refund of the amount deposited by him on application to the Divisional Forest Officer concerned.
14. Tenderers should make offers, written both in figures and in words, for the timber and firewood contained in the area described in the annexed schedule.
15. The upset price is based at a rate of Rs. 5 per tree of trees box species, Rs. 7 per tree of hora, Rs. 3 per tree of other species, and 60 cents per cubic yard of firewood.
16. No tender will be considered unless the procedure laid down above has been strictly complied with. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all tenders, and of accepting any portion of a tender.
17. The special rules for felling, conversion, and removal, which the agreement will require to be observed are specified in the special conditions advertised below. Nothing in these special conditions shall render the purchaser in any way exempt from liability under the Forest Ordinance of 1907, should he be responsible for the commission of a forest offence outside the boundaries of his purchased coupe.

SPECIAL CONDITIONS.

- (1) Only enumerated trees are to be felled: sapling where possible are to be preserved intact.
- (2) On payment of the full purchase amount the purchaser will be entitled to fell and remove on or before August 31, 1929, in the manner specified below, all firewood contained in the purchased coupe. Any firewood not removed by the expiry date, August 31, 1929, shall *ipso facto* revert to the Crown.
- (3) If the purchaser desires to pay by instalments payment of a first instalment of 40 per cent. of the full purchase price tendered shall entitle him to fell and remove one-third of the trees in the coupe. Payment of 70 per cent. of the full purchase price by means of a second instalment of 30 per cent. shall entitle the purchaser to fell and remove not more than two-thirds of the total number of trees.
- (4) The purchaser shall pay for the second instalment, or in all 70 per cent. of the full purchase price, within four months, and the third and the final instalment within seven months of the date of execution of the agreement. Should the purchaser fail to pay the second and final instalment when due, it shall be within the discretion of the Divisional Forest Officer to cancel the agreement as from the date of such default. Any unremoved timber will revert to the Crown as from the date of such cancellation, and the purchaser will forfeit all claims thereto. On no account shall any postponement of the instalment payments or extension of the felling dates be granted.
- (5) Should the purchaser fell or remove timber trees in excess of the quantity specified in special condition 2, nothing in the agreement shall exempt him from being liable for illicit felling and removal under the Forest Ordinance, No. 16 of 1907.
- (6) The purchaser will be required to spread the branchwood evenly over coupe immediately after conversion, so as to leave no bare patches liable to soil erosion.
- (7) The purchaser shall either exercise such personal supervision as will ensure the conditions of this agreement being efficiently executed or employ an efficient supervisor.
- (8) The purchaser or his agent or his workman shall not damage any boundary pillars or calamander plants, or block up the boundaries by depositing any brushwood or branches. All lines so blocked must be recleared by the purchaser.
- (9) A penalty up to Rs. 100 will be levied by the Divisional Forest Officer for any wanton damage caused by careless or careless felling to calamander plants, or to small poles or undergrowth.
- (10) Dragging of timber by elephants is prohibited: all timber is to be sawn on the spot and firewood removed by headload.
- (11) Carting is to be confined to the tracks opened by the Forest Department.
- (12) A general removal permit will be issued by the Divisional Forest Officer authorizing the purchaser to remove the firewood standing in one-third of the trees according to the purchase amount paid, *vide* conditions 2 and 3 in such daily quantities as will be specified in cart notes which must accompany each and every cart track in transit. The Forest Ranger or Forest Overseer or the Forest Guard will measure up the wood which is ready for removal twice daily at 9.30 A.M. and 3.30 P.M. and will issue the necessary cart notes which shall accompany each and every cart in transit.

(13) The successful tenderer may not transport his material across any part of the area now being felled by S. Wijewardena; and before using any cart tracks allotted to the latter the successful tenderer must submit to the Divisional Forest Officer a written agreement to that effect signed by both parties.

(14) The purchaser shall agree that for each and every infringement of the above conditions, he shall become liable to a fine not exceeding Rs. 100 to be imposed by the Divisional Forest Officer in writing at his discretion, and to be recovered from the purchaser's security money.

(15) The purchaser shall agree that, in the event of security money having become exhausted, it shall be within the discretion of the Divisional Forest Officer either (a) to accept a further security deposit amounting to 10 per cent. of the full tendered purchase price, or (b) to cancel the agreement and to refund to the purchaser such balance of the paid up purchase money, if any, as remains after deducting the value of firewood removed by the purchaser on the date of such cancellation. For the purpose of this clause the value of each removed cubic yard of firewood shall be reckoned at full royalty rates.

(16) The purchaser shall have the right of appeal to the Conservator of Forests in the event of the enforcement of any of the penalties specified in these conditions, and the purchaser shall agree to accept the Conservator's decision as final and binding.

SCHEDULE.

Kottowa Mukalana.

Area to be exploited is the calamander area at Kottowamukalana at the 10th milepost east of the Galle-Udugama road, situated at Kottowa in Talpe pattu of the Galle District, as follows:—

Trees of Box Species.		Trees of Hora.		Trees of Milla.		Trees of Na.		Trees of Other Species.		Total.	Firewood.	Upset Price.	Remarks.
3 ft. 6 in. to 5 ft.	Over 5 ft.	3 ft. 6 in. to 5 ft.	Over 5 ft.	3 ft. 6 in. to 5 ft.	Over 5 ft.	3 ft. 6 in. to 5 ft.	Over 5 ft.	3 ft. 6 in. to 5 ft.	Over 5 ft.				
51	53	11	21	2	—	4	2	158	49	351	Cubic Yards. 750	Rs. c. 1,815 0	No trees of Milla and Na are to be felled.

Office of the Conservator of Forests,
Kandy, April 3, 1928.

J. D. SARGENT,
Conservator of Forests.

Heenatedeniya and Thandikele Reforestation Scheme.

SEPARATE tenders are invited for the purchase of all timber and firewood standing or fallen within the boundaries of the demarcated coupes described in the annexed Schedule A and B.

2. Tenders should be in duplicate, sealed under one cover, and addressed to the Conservator of Forests, Kandy.

3. Tenders should either be deposited in the tender box in the Office of the Conservator of Forests, Kandy, or be sent by the registered post.

4. Tenders should be marked "Tender for the Purchase of Timber and Firewood, Sabaragamuwa Division," in the left hand top corner of the envelope, and should reach the Office of the Conservator of Forests, Kandy, not later than midday on May 29, 1928.

5. The tenders are to be made upon forms which will be supplied upon application at the Divisional Forest Office, Ratnapura. No tender will be considered unless it is on the recognized form. Alterations must be initialed, otherwise the tenders may be treated as informal and rejected.

6. A deposit of Rs. 100 will be required to be made either at the Treasury or any Kachcheri, and a receipt produced for same before any form of the tender is issued.

7. Tenderers should satisfy themselves by inspection before tendering as to the acreage and contents of the demarcated coupes referred to in the annexed schedules as the figures therein are estimated only and their correctness is in no way guaranteed. The boundaries of coupes in Thandikele and Heenatedeniya mukalana will be pointed out by the Range Forest Officer, Ratnapura.

8. The successful tenderer will be required to execute a purchase agreement in respect of each coupe, and all tenderers should read and initial a copy of this agreement at the Office of the Divisional Forest Officer, Sabaragamuwa Division, Ratnapura, at the time of obtaining forms for tendering.

9. Before execution of the agreement, the purchaser will be required (a) to pay either the full purchase amount or, if payment by instalments, 40 per cent. thereof, (b) to deposit as security for efficient and punctual fulfilment of the agreement 5 per cent. of the full purchase amount tendered by him or Rs. 100 whichever is greater.

If paying by instalments the balance 60 per cent. of the full purchase price shall be paid by the purchaser in two equal instalments in accordance with clauses 3 and 5 of the special conditions set out below in this notice.

10. After payment of the first instalment of the purchase price, deposit of the security, and execution of the agreement the purchaser will be entitled on application to a refund of the sum of Rs. 100 deposited by him prior to tendering.

11. Tenderers should make separate offers, written both in words and figures, for the timber and firewood contained in the coupes described in the annexed schedule.

12. No tender will be considered unless the procedure laid down above has been strictly complied with. The Conservator of Forests reserves to himself the right, without question, of rejecting any or all tenders, and of accepting any tender not necessarily the highest tender.

13. The special rules for felling, conversion, and removal which the agreement will require to be observed are specified in the special conditions advertised below. Nothing in these special conditions shall render the purchaser in any way exempt from liability for punishment, under the Forest Ordinance of 1907, should he or any of the workmen in his employ be responsible for the commission of a forest offence outside the boundaries of his purchased coupe.

14. The purchaser shall further make himself liable for punishment under the Forest Ordinance of 1907 for the commission of any forest offence within the limits of the whole block of forest in which such coupe is situated, by whosoever committed and shall agree to take the steps necessary for the prevention of the commission of such forest offence.

Special Conditions.

(1) On payment of the full purchase amount the purchaser shall be entitled to fell and remove on or before May 1, 1929, in the manner specified below, all the timber and firewood contained in the purchased coupe. No extension of the time limit fixed for felling, and removal will under any circumstances be granted, and all timber and firewood not removed by the date of expiry of agreement, i.e., May 1, 1929, shall *ipso facto* revert to the Crown.

(2) The purchaser shall further agree that should any timber be left standing or lying felled within the coupe on the date of expiry, the expenses incurred by Government for their removal be defrayed from the amount deposited by him as security under clause (b) in paragraph 9 above.

(3) If the purchaser desires to pay by instalments payment of a first instalment of 40 per cent. of the full purchase price of the coupe shall entitle him to fell and remove all the trees in an area not exceeding one-third of the total area of such coupe. Payment of 70 per cent. of the full purchase price by means of a second instalment of 30 per cent. shall entitle the purchaser to fell and remove all the trees in an area not exceeding two-thirds of the total area of such coupe.

(4) The purchaser shall agree to commence felling along the full length of one boundary of each coupe previously pointed out to him by the Range Forest Officer, Ratnapura, and laid down on the plan of the coupe annexed to agreement. He shall further agree to progress the felling in a direction parallel to the boundary along which the felling has been commenced in the manner prescribed under clauses (a) and (b) below:—

(a) All tree seedlings and saplings which are under 3 inches in diameter shall be cut out flush with the ground;

(b) All saplings and trees over 3 inches in diameter shall be felled within 6 inches of the ground.

(5) If paying by instalments, the purchaser shall pay the second instalment or in all 70 per cent. of the full purchase price, within four months and the third and final instalments within seven months of the date of execution of the agreement.

Should the purchaser fail to pay either instalment when due it shall be within the discretion of the Divisional Forest Officer to cancel the agreement as from the date of such default, and to declare same to be null and void. Any unremoved or unfelled timber or firewood lying or standing in the coupe shall unconditionally revert to the Crown as from the date of such cancellation, and the purchaser shall have no further claim thereto. On no account shall any postponement of the date of such payment be made.

(6) Should the purchaser fell or remove trees or firewood from any area of the coupe he has not paid for, or from any area of forest outside the demarcated boundaries of his coupe, nothing in the agreement shall exempt him from liability to punishment for illicit felling and removal, under the provisions of Forest Ordinance, No. 16 of 1907, and of the rules framed thereunder. For the purpose of the special condition 3, it shall be presumed that the purchaser as previous to entering into the agreement satisfied himself as to the position of the lines and pillars demarcating his coupe, and that the purchaser has further agreed that he shall not in the event of any dispute put forward a plea of ignorance of the limits or extent of his coupe.

(7) The purchaser or his agent or any of his employees shall not damage any boundary pillars or block up the boundaries. Should the lines become blocked or the pillars thrown down due to unavoidable circumstances, such lines should be at once cleared or such pillar replaced.

(8) The purchaser shall not for the purpose of removing timber from his own coupe enter into any other area of forest not paid for by him except with the permission of the Range Forest Officer, and along paths permitted by him.

(9) The purchaser shall further agree to compensate the Crown for any damage to produce caused by himself, his employees, his animals, his machinery or his material, in transit over any area of forest not paid for by him at rates to be assessed by the Divisional Forest Officer, Ratnapura.

(10) If no objection exists in the opinion of the Divisional Forest Officer, the purchaser will further be permitted to erect wire shoots for the transport of materials always, provided that he pays full royalty values for the forest produce outside his own coupe damaged during such erection or in using such shoot. The permission in writing of the Divisional Forest Officer, Ratnapura, must be obtained before erection of any and every wire shoot.

(11) All produce from the coupe should in the first instance be removed to a depot and stacked separately to

facilitate inspection. Removal permits will then be issued by the Range Forest Officer, Ratnapura, for the removal of such produce to a final destination.

(12) Purchaser shall agree that for each and every infringement of the above conditions he shall become liable to a fine of an amount not exceeding Rs. 50, to be imposed in writing by and at the discretion of the Divisional Forest Officer, Ratnapura, and this fine will be recovered from the tenderer's security deposit.

(13) Purchaser shall also agree that in the event of security money having become exhausted owing to imposition of fines, it shall be within the discretion of the Divisional Forest Officer either (a) to accept a further security deposit amounting to 5 per cent. of the full purchase price, or (b) to cancel the agreement and to refund to the purchaser such balance of the paid up purchase money, if any, as may remain after deducting the value of all timber and firewood removed by the purchaser on the date of such cancellation and such amount as may be needed to carry out any of the provisions of special conditions 4 and 7 which the purchaser may not at the time of such cancellation have fulfilled. For the purpose of this clause the value of each cubic foot of timber and cubic yard of fuel removed shall be fixed at full royalty rates.

(14) On termination of the agreement it shall be within the discretion of the Divisional Forest Officer, to call upon the purchaser to fence and reforest the area in such manner and with such species as shall be determined by the Divisional Forest Officer.

(15) In the event of his being called upon to reforest the area, the purchaser shall—

(a) Enter into an agreement to fence, reforest, and maintain the planted coupe for a period of 3 years entirely at his own expense; and

(b) Deposit a sum of Rs. 5 per acre for the whole extent of the coupe as security.

(16) The purchaser shall agree to reforest the area in such manner and with such species as shall from time to time be communicated to him by the Divisional Forest Officer.

(17) The purchaser shall be given the concession of simultaneously raising food crops (which may be converted to his own use or benefit) on the area, provided that he agrees to introduce no food crop likely in the opinion of the Divisional Forest Officer to have an adverse effect on the species reforested.

(18) The purchaser shall further be remunerated at the rate not exceeding Rs. 15 per acre provided that, in the opinion of the Divisional Forest Officer, the reforestation is fully satisfactory, when the area is taken over at the expiry of the third year, the exact amount of remuneration being proportionate to the degree of efficiency as judged by the Divisional Forest Officer of the work performed.

(19) The security deposited will then be released.

(20) If at any time during the term of agreement (i.e., 3 years) the area reforested does not appear to have been properly planted, weeded, or fenced, it shall be within the discretion of the Divisional Forest Officer to enforce any or all of the following:—

(a) To cancel the agreement;

(b) To require the purchaser or his workmen to vacate the area;

(c) To confiscate the amount deposited as security; and

(d) To seize all food crops planted or lying in the area.

The purchaser shall have the right of appeal to the Conservator of Forests in the event of any of the enforcement of any of the above penalties specified in the above conditions, and the purchaser shall agree to accept the Conservator of Forests' decision as final and binding.

Schedule A.

To purchase all timber and firewood trees standing or fallen excepting the boles of trees marked "S" within the demarcated boundaries of a coupe of 10 acres demarcated from Heenatedeniyamukalana of the Palle pattu reserve, situated at Marambekanda, Kalutuwawa East, Ratnapura District.

The total value of timber and firewood has been departmentally assessed at Rs. 20.52 and Rs. 36, respectively, per acre making a total of Rs. 565.20 for the whole coupe.

Schedule B.

To purchase all timber and firewood trees standing or fallen within the demarcated boundaries of a coupe of 10 acres in the Thandikele other Crown forest situated in the village of Yatipahuwa in the Meda pattuwa of Kuruwiti korale, Ratnapura District.

The total value of timber and firewood in the coupe has been estimated at Rs. 150.14 and Rs. 60, respectively, per acre thus making a total value of Rs. 2,101.40 for the whole coupe.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, April 2, 1928.

SEPARATE tenders for scavenging and cleaning the drains and public latrines, &c., in the Sanitary Board towns of Kadugannawa and Teldeniya twice daily, from May 1, 1928, to December 31, 1928, and also separate tenders for conservancy of private latrines, once daily, from May 1, 1928, to December 31, 1928, will be received by the Chairman, Sanitary Board, Kandy District, at the Kandy Kachcheri, up to noon on April 24, 1928.

2. For particulars of work and conditions of contract, apply to the Chairman, Sanitary Board, Kandy.

3. The Chairman does not bind himself to accept the lowest or any tender, and reserves to himself the right of accepting any tender.

The Kachcheri,
Kandy, April 4, 1928.

R. M. DAVIES,
for Chairman.

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 8½ in. by 4½ in. by 2½ 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.

SALE OF UNSERVICEABLE ARTICLES, &c.

NOTICE is hereby given that the following private properties of long-sentenced and deceased prisoners of Bogambra Prison will be sold by public auction at the prison premises on April 21, 1928, at 11.30 A.M. :—

14 coats	26 banians	21 shirts	1 pair shoes
18 cloths	23 handkerchiefs	5 towels	1 pair socks
4 sarongs	24 belts	8 rags	2 pair shorts
4 buttons	11 shop studs	1 hat	1 pair trousers

C. P. BROHIE,
Superintendent of Prisons.

Kandy, April 4, 1928.

NOTICE is hereby given that the following private properties of long sentenced prisoners of Jaffna Prison will be sold by public auction on Friday, April 27, 1928, at 11 A.M., in Jail premises, viz. :—

11 vety cloths	1 sarong
11 shawls	1 cloth belt
3 shirts	1 piece of rag
7 banians	1 pair ear studs

April 2, 1928

H. H. DAY,
Superintendent.

NOTICE is hereby given that the unclaimed productions and effects lying at the Police Court of Mullaittivu will be sold on April 16, 1928, at 2 P.M. :—

1 gunny bag	4 ear studs
1 knife	2 cloths
1 banian	1 aluminium breakfast carrier
1 torch ball of thread	3 small tins
1 small open wooden box	3 rosaries
1 black coat	1 nickel wire
1 gunny bag	1 horoscope bundle
1 bottom of lamp	1 pair spectacles
1 veddukatty	2 books
1 handle of an axe	1 aluminium tiffin carrier
1 clasp knife	2 sail knives
1 blood stained cloth	1 arecanut pounder
1 ebony club in pieces	1 arecanut cutter
1 satinwood club	1 pair earrings
1 knife	1 pair ear ornament
1 key bunch	1 pen knife
1 umbrella	1 belt
1 silver velanku	1 brass ring

March 31, 1928.

P. SARAVANAMUTTU,
Police Magistrate.

THE 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.

NOTICE 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.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended March 31, 1928.

Births.—The total births registered in the city of Colombo in the week were 171 (1 European, 12 Burghers, 93 Sinhalese, 22 Tamils, 27 Moors, 10 Malays, and 6 Others). The birth rate per 1,000 per annum (calculated on the estimated population on January 1, 1928, viz., 263,249) was 34.0, as against 33.2 in the preceding week, 31.0 in the corresponding week of last year, and 32.6 the weekly average for last year.

Deaths.—The total deaths registered were 135 (1 European, 6 Burghers, 81 Sinhalese, 22 Tamils, 16 Moors, 4 Malays, and 5 Others). The death rate per 1,000 per annum was 26.0, as against 27.2 in the previous week, 29.4 in the corresponding week of last year, and 27.6 the weekly average for last year.

Infantile Deaths.—Of the 135 total deaths, 23 were of infants under one year of age, as against 22 in the preceding week, 42 in the corresponding week of the previous year, and 30 the average for last year.

Stillbirths.—The number of stillbirths registered during the week was 10.

Principal Causes of Death.—1. (a) Eighteen deaths from *Pneumonia* were registered, 9 in Maradana hospitals (including 3 deaths of non-residents), 2 each in Kotahena South and Wellawatta North, and 1 each in Pettah, Maradana North, Maradana South, Kollupitiya, and Wellawatta South, as against 30 in the previous week and 19 the weekly average for last year.

(b) Eleven deaths from *Influenza* were registered, 4 in New Bazaar, 2 in St. Paul's, and 1 each in San Sebastian, Kotahena South, Maradana North, Maradana South, and Slave Island, as against 10 in the previous week and 6 the weekly average for last year.

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

2. Six deaths from *Phthisis* were registered, 2 each in New Bazaar and Maradana hospitals, and 1 each in Kotahena South and Maradana North, as against 17 in the previous week and 11 the weekly average for last year.

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

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

5. Nine deaths from *Debility* were registered, 5 each from *Diarrhoea* and *Enteritis*, 4 from *Accidents*, 3 each from *Dysentery*, *Infantile Convulsions*, and *Worms*, 2 from *Bronchitis*, 1 each from *Tetanus* and *Puerperal Septicaemia*, and 58 from *Other Causes*.

6. Eighty-one cases of *Chickenspox*, 6 of *Enteric Fever*, 4 of *Plague*, and 1 of *Measles* were reported during the week, as against 81, 6, nil, and 2, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 82.0°, against 81.0° in the preceding week and 82.4° in the corresponding week of the previous year. The mean atmospheric pressure was 29.889 in., against 29.918 in. in the preceding week and 29.861 in. in the corresponding week of the previous year. The total rainfall in the week was 0.30 in., against 0.15 in. in the preceding week and 2.58 in. in the corresponding week of the previous year.

Registrar-General's Office,
Colombo, April 3, 1928.P. D. RATNATUNGA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

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

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) Kinellar 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.

- (e) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (f) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (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.
- (a 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.
- (a 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.
- (a 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.
- (a 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
Jas. F. MARREK, Colombo	One
Total Shares taken	Seven

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

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

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

The regulations contained in the Table C in the schedule annexed to "The Joint Stock Companies Ordinance, 1861," shall not apply to this Company, which shall be governed by the regulations contained in these Articles, but subject to appeal, 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 permits 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 this basis that it shall acquire Abergelle, Kinellan, and Betworth estates, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors nor shall any claim be made on any of the vendors on any such ground. Every Shareholder of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is One million Rupees (Rs. 1,000,000), divided into 100,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALLS.

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

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

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

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

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

TRANSFER OF SHARES.

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

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

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

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

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

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

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

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

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

TRANSMISSION OF SHARES.

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

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

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

SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PREFERENCE SHARES.

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

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

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

BORROWING POWERS.

52. The Directors shall have power to procure from time to time in the usual course of business such temporary advances on the produce in hand, or in the future to be obtained from the Company's estates, as they may find necessary or expedient for the purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees One hundred thousand (Rs. 100,000).

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

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

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

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

GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

The Bargelle Tea Estates Company, Limited.

I, _____, of _____, appoint _____, of _____ as my proxy, to represent me and to vote for me and on my behalf at the Ordinary (or Extraordinary, as the case may be) General Meeting of the Company to be held on the _____ day of _____, One thousand Nine hundred and _____, and at any adjournment thereof, and at every poll which may be taken in consequence thereof.

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

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

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

DIRECTORS.

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

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

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

87. The first Directors shall be Messrs. F. F. Roe and R. J. Hartley of Colombo, and Messrs. A. J. Hamilton Harding and C. C. Hamilton Harding, both of the Agras, who will join the Board after allotment. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

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

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

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

ROTATION OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

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

DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the Company other than Manager, Managing Director, Visiting Agent, Superintendent, Agent or Secretary of the Company or trustee for debenture holders.
- (b) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.
- (c) If by reason of mental or bodily infirmity he becomes incapable of acting.
- (d) If he ceases to hold the required number of shares to qualify him for the office.
- (e) If he resigns his office under the provisions of clause 97.
- (f) If he ceases to have his ordinary place of residence Ceylon or is absent from Ceylon for a period of three consecutive months.

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

POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

- (a) To institute, conduct, defend, compromise, settle, or abandon any action, suit, prosecution, or other legal proceedings on behalf of the Company, and also to compound and allow time for payment or satisfaction of any debts due to or from the Company, and any claims or demands made by or against the Company.
- (b) To refer any claims or demands by or against the Company to arbitration, and observe and perform or enforce the awards.
- (c) To make and give receipts, releases, and other discharges for money payable to the Company and for claims and demands by the Company.
- (d) To act on behalf of the Company in all matters relating to bankrupts and insolvents with power to accept the office of trustee, assignee, liquidator, or inspector, or any similar office.
- (e) To invest any of the moneys of the Company which the Directors may consider not to be immediately required for the purposes thereof, upon such securities and in such manner as they may think fit, and so that they shall not be restricted to such securities as are permissible to trustees, without special powers, and from time to time to vary or realize such investments.
- (f) To delegate to any one or more of the Directors of the Company for the time being, or any other person or company for the time being, residing or carrying on business in Ceylon or elsewhere, all or any of the powers or functions given to or exercisable by the Directors; and to confer such powers for such time and to be exercised for such objects and purposes, and upon such terms and conditions and with such restrictions as the Directors may think expedient, and to confer such powers either collaterally with or to the exclusion of, and in substitution for, all or any of the powers of the Directors in that behalf, and from time to time to revoke, withdraw, alter, or vary all or any of such powers. The Directors may allow to any person or company to whom any powers may be so delegated such remuneration as they in their absolute discretion shall think fit.

PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

AGENTS AND SECRETARIES.

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

ACCOUNTS.

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

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

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

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

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

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

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

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

AUDIT.

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

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

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

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

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

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

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

DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

NOTICES.

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

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

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

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

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

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

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

EVIDENCE.

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

PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

F. F. ROE, Colombo

R. J. HARTLEY, Colombo.

A. W. HARRISON, Colombo.

LIONEL BRAY, Colombo.

M. N. WAYMAN, Colombo.

H. S. WAKE, Colombo.

JOS. F. MARTYN, Colombo.

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

Mineral Publications

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, Coombalacodie, 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 up on the shares held by them.

7. In a winding up, voluntary or otherwise, the assets available for distribution amongst the members shall be applied:—

- (1) To the payment off of the capital paid up on the said preference shares with the arrears of dividend thereon whether declared or not up to the commencement of the winding up.
- (2) To the payment off of the capital paid up on all the remaining shares and any dividend on the said shares up to the date of winding up in accordance with the Articles of Association.
- (3) To the division among the Shareholders, other than the holders of the cumulative preference shares aforesaid, in proportion to the number of shares held by each of them, of any balance remaining after payment of capital and dividends as provided in sub-sections (1) and (2) hereof.

8. The rights for the time being attached to the said preference shares may be modified or dealt with in the manner mentioned in clauses 51 and 155 of the accompanying Articles of Association, but not otherwise, and those clauses shall be deemed to be incorporated herein and have effect accordingly.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
O. P. RUST, Colombo	One
P. J. PARSONS, Colombo	One
W. S. FLINDALL, Colombo	One
SYDNEY JULIUS, Colombo	One
B. J. LALLYETT, Colombo	One
F. A. W. MITCHELL, Colombo	One
H. F. PARFITT, Colombo	One
Total Shares taken ..	Seven

Witness to the above signatures, at Colombo, this 19th day of March, 1928 :

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

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

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

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

INTERPRETATION CLAUSE.

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

The word "Company" means "The Cotengady Tea and Coffee Estates Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Seven hundred and Fifty thousand Rupees (Rs. 750,000) divided into 1,500 cumulative preference shares of Rs. 100 each and 60,000 ordinary shares of Rs. 10 each.

5. The Directors may, with the sanction of a special resolution of the Company in General Meeting, increase the capital of the Company by the creation of new shares of such amounts per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto, as such resolution shall direct; provided, however, that such new shares shall have no preferential rights over the 1,500 cumulative preference shares above referred to.

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

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

SHARES.

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

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

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

11. In case of the increase of the capital of the Company by the creation of new shares, such new shares shall be issued upon such terms and conditions, and with such preferential, deferred, qualified, special, or other rights and privileges annexed thereto, as the General Meeting resolving on the creation thereof, or any other General Meeting of the Company shall direct, and if no direction be given, as the Directors shall determine, and in particular such shares may be issued with a preferential or qualified right to the dividends, and in the distribution of the assets of the Company, and with a special or without any right of voting; provided, however, that such new share shall have no preferential rights over the 1,500 cumulative preference shares above referred to.

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

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

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

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

15. Any one of the joint-holders of a share, other than a firm, may give effectual receipts for any dividends payable in respect of such share; but only one of such joint-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, Coomblacodie, and Oota Cooly estates, and the lease, purchase, or acquisition of any other lands, estates, or property, they may think fit, or any share or shares thereof.

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

104. The Directors shall have power to make, and may make such rules or regulations for the management of the business and property of the Company as they may from time to time think proper, and shall carry on the business of the Company in such manner as they may think most expedient; and, in addition to the powers and authorities by any Ordinance or by these presents expressly conferred on them, they may exercise all such powers, give all such consents, make all such arrangements, appoint all such agents, managers, secretaries, treasurers, accountants, and other officers, superintendents, assistants, clerks, 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 is 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 Dalry, 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:

[Third Publication.]

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

THE CEYLON MUSLIM EDUCATIONAL SOCIETY, LIMITED, COLOMBO:

Income and Expenditure Account for Year ending December 31, 1927.

	Rs.	c.	Rs.	c.	Rent of commercial—	Rs.	c.
Loss on working account—					Buildings	9,900	
No. 1	2,755	1			Less tax	1,845	0
No. 2	2,710	46					
			5,465	47	Office rent	8,055	0
Rent of office (as per contra)				615	0		
Audit fees				90	0		
Depreciation on furniture				341	5		8,870
Bad debts—							0
H. D. Perera				110	0	Interest : National Bank account	109
Nett revenue transferred to donation account			2,157	53			5
			8,779	5			
							8,779
							5

Audited and found correct :
 ABDULLA S. MOHAMED,
 Public Auditor.

Working Account for the Year ending December 31, 1927.

HULFTSDORP BOYS' ENGLISH SCHOOL No. 1.

EXPENDITURE.	Rs.	c.	RECEIPTS.	Rs.	c.
Staff salaries	5,150	0	School fees	1,248	75
Manager's allowances	360	0	Government grant	2,906	66
Books and stationery	128	22	Loss on "working"	2,755	1
General charges	25	90			
Postage and stamps	6	34			
Advertising	39	96			
Rent of premises	1,200	0			
	6,910	42		6,910	42

OLD MOOR STREET MIXED ANGLO-VERNA CULAR SCHOOL (OLD MOOR STREET No. 2.)

EXPENDITURE.	Rs.	c.	RECEIPTS.	Rs.	c.
Staff salaries	3,489	0	School fees	702	50
Manager's allowances	360	0	Government grant	1,737	0
Books and stationery	28	67	Loss on "working"	2,710	46
General charges	25	90			
Postages	6	43			
Advertising	39	96			
Rent of premises	1,200	0			
	5,149	96		5,149	96

Audited and found correct :
 ABDULLA S. MOHAMED,
 Public Auditor.

Colombo, March 13, 1928.

Balance Sheet as at December 31, 1927.

CAPITAL AND LIABILITIES.	Rs.	c.	PROPERTY AND ASSETS.	Rs.	c.
Capital—			Land and buildings account—		
Authorized 100,000 shares at Rs. 10 per share=Rs. 1,000,000			As per last balance sheet	127,494	25
Issued—22,543 shares fully and partly paid		126,794	20	Additions during year	250
War fund account (as per last balance sheet)		2,264	30		127,744
Sundry creditors—			Furniture and fittings—		
P. B. Umbichy	2,475	0	As per last balance sheet	2,273	65
Municipal Council, Colombo	450	0	Additions during year	252	0
A. S. Mohamed	90	0		2,525	65
H. M. Macan Marcar	165	0	Less depreciation 15 per cent.	341	5
C. L. M. Abdul Majeed	100	0		2,184	60
Mrs. M. L. M. M. Mohideen	100	0	Sundry debtors—		
	3,380	0	A. C. M. Abdul Cader	165	0
Donation account—			P. B. Umbichy	825	0
As per last balance sheet	4,070	6		990	0
Add revenue for the year	2,157	53	Cash—		
	6,227	59	At the National Bank	7,502	12
			In hand	5	12
				7,507	24
			Advance deposits—		
	138,666	9	Rent of school No. 2		240
					0
				138,666	9

I have examined the above balance sheet, and according to the best of my information and the explanations given me, and as shown by the books and other documents of the Society, which were placed before me, I am of opinion that the above Balance Sheet exhibits a true and correct view of the state of the Society's position as at December 31, 1927.

Colombo, March 13, 1928.

ABDULLA S. MOHAMED,
 Public Auditor.

E. John and Company.

THE interest of Mr. Percy Dixon in our Firm terminated by mutual consent as at December 31, 1927.

Colombo, April 4, 1928.

E. JOHN & Co.,
Colombo.

The Ceylon Coconut Oil and Desiccating Company, Limited.

NOTICE is hereby given that the Eighteenth Annual Ordinary General Meeting of this Company will be held at the registered office of the Company, York street, Colombo on Monday, April 23, 1928, at 12 o'clock noon, for the following purposes, viz:—

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

By order of the Directors,

DODWELL & CO., LTD.,
Colombo, April 10, 1928. Agents and Secretaries.

The Gona Adika Tea and Rubber Estates, Limited.
(In Liquidation.)

NOTICE is hereby given that the creditors of the above-named Company are required on or before May 31, 1928, to send their names and addresses and particulars of their debts or claims to R. N. Watkins, Chartered Accountant, Lloyd's buildings, Colombo, the liquidator of the said Company, and, if so required by notice in writing from the said liquidator, to come and prove their said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts or claims are proved.

All persons owing money to, or in the possession of property belonging to, the Gona Adika Tea and Rubber Estates, Limited, are hereby required to pay to me such money or to hand to me such property forthwith.

April 4, 1928.

R. N. WATKINS,
Liquidator.

Rowlands Garages, Limited.

NOTICE is hereby given that the First Annual Ordinary General Meeting of the Shareholders of the Company will be held at the Company's registered office, Hedges Buildings, Colpetty, on Monday, April 23, 1928, at 12 o'clock noon.

Business.

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

By order of the Directors,

LEE, HEDGES & CO., LTD.,
Colombo, April 10, 1928. Secretaries.

The Crossa (Ceylon) Rubber Company, Limited.

NOTICE is hereby given that the Twenty-first Ordinary General Meeting of the Shareholders of this Company will be held at 1, Castle Hill street, Kandy, on Friday, April 20, 1928, at 12.30 p.m.

Business.

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

2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be duly brought before the Meeting.

The Transfer Books of the Company will be closed from April 21 to May 4, 1928, both days inclusive.

By order of the Directors,

LIESCHING & LEE,
Kandy, March 29, 1928. Secretaries.

The Matale Valley Cacao and Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at the National Mutual buildings, Chatham street, Fort, Colombo, the registered office of the Company on Saturday, April 21, 1928, at 11 o'clock in the forenoon, for the purpose of considering and, if thought fit, passing the following resolution:—

“That the name of the Company be changed to ‘The Warrapolla Estates Company, Limited.’”

And notice is hereby also given that a further Extraordinary General Meeting of the Company will be held at the National Mutual buildings, Chatham street, Fort, Colombo, the registered office of the Company on Monday, May 7, 1928, at 11 o'clock in the forenoon, for the purpose of receiving a report of the proceedings at the above-mentioned meeting and of confirming, if thought fit, as a special resolution the above-mentioned resolution.

By order of the Board,

BOSANQUET & CO., LTD.,
Colombo, April 11, 1928. Agents and Secretaries.

Auction Sale.

In the District Court of Colombo.

Gertrude Susan Wiggan, wife of Augustus Wiggan of Kandy Plaintiff.

No. 27,224. Vs.

(1) Sena Muna Mohideen Pitche Marikar, (2) Sena Muna Mohamedo Mohideen Marikar, both of Muttupet in Tuturapundi Taluk, South India, (3) Mary Helena Burke, also known as Nellie Burke, presently Mary Helena Renaux, wife of (4) Harry Walter Renaux of Coonoor, South India Defendants.

IN obedience to the commission issued to me in the above case, I shall offer for sale by public auction the following properties, to wit, at their respective spots on Wednesday, May 9, 1928:—

At 4 P.M.

(1) All those premises bearing assessment (Municipal) No. 42/124 (1-4), situated at Bankshall street and Reclamation road, within the Municipality and District of Colombo, Western Province; and bounded on the north-east by bankshall of Rajapakse Mudaliyar, now of A. S. N. Nayna Pulle Marikar, south-west by bankshall of Louisa Pietersz, now of Moona Kavenna Nyena, and on the north-west by seashore, now Reclamation road; containing in extent 6 85/100 perches; which said premises according to a recent survey and description thereof dated February 12, 1926, and made by A. R. Savundaranayagam, Licensed Surveyor, are described as follows:—

All that allotment of land with the buildings thereon bearing assessment No. 42, Reclamation road, and No. 124, Bankshall street, situated between Reclamation road and Bankshall street aforesaid; bounded on the north-east by premises bearing assessment No. 41, Reclamation road, and assessment No. 123, Bankshall street, belonging to A. S. N. Naina Pulle Marikar, south-east by Bankshall street, and south-west by premises bearing No. 125, Bankshall street,

and assessment No. 43, Reclamation road, belonging to Davood Bhoy Jafferjee, and on the north-west by Reclamation road; containing in extent 14 25/100 perches.

At 4.30 P.M.

(2) All those premises bearing Municipal assessment No. 896/37, situated at Dry Fish Market lane, Bankshall street, within the Municipality and District of Colombo aforesaid; and bounded on the north by premises bearing assessment No. 38 of Koya, on the south by premises bearing assessment No. 36 of Idroos Lebbe Samsi Lebbe, on the east by Dry Fish Market lane, and on the west by premises of Nathu Nona; containing in extent 1 293/623 perches.

At 5.15 P.M.

(3) All those premises bearing Municipal assessment Nos. 32A and 51/129, situated at Wellawatta lane No. 13, within the Municipality of Colombo aforesaid; and bounded on the north by lane No. 13, on the east by the property of Mr. Peiris, on the south by the property of N. S. Fernando, and on the west by a portion of this land belonging to Eamanis Soysa; containing in extent 10 1/2 perches.

For deeds apply to Messrs. Wilson & Kadirgamer, Courts, Colombo.

R. G. KOELMAN
of JENSEN & Co.,
Auctioneers and Brokers.

Phone : 733.

**Auction Sale under Mortgage Decree in D. C.
Colombo, No. 27,415.**

BUNGALOW called Villakon and the adjoining lands situated at Moratuwella in Moratuwa, in extent 1 rood and 27 perches, will be sold by public auction on Saturday, May 5, 1928, at 4.30 p.m., at the office No. 86, Dam street, Colombo.

For the title deeds &c., please apply to C. Sevaramkasam, Esq., Proctor and Notary, Colombo, or to me—

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

Auction Sale.

In the District Court of Negombo.

Seena Nana Seena Narayanan Chetty of
Negombo Plaintiff.

No. 2,018. Vs.

Pattage Amaris Fernando of Kondagammulla.. Defendant.

UNDER decree in the above case, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 720, with interest on Rs. 600 at 30 per cent. per annum from October 28, 1927, till January 10, 1928, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, we shall sell by public auction at the spot at 4 p.m. on Thursday, May 10, 1928, the under-mentioned property mortgaged by mortgage bond No. 1,536 dated August 28, 1926, attested by A. D. C. Amirtaweera, Notary Public, as a primary mortgage, to wit:—

The land called Veniwelegodella, situate at Kondagammulla in Dunagaha pattuwa of the Alutkuru korale, in the District of Negombo; containing in extent 18 acres out of which land, excluding an undivided 14 acres of ground extent in the northern side, the remaining undivided ground extent of land in the southern side.

For further particulars, please apply to P. D. F. de Croos, Esq., Proctor and Notary, Negombo.

K. L. PEREIRA & SON,
Auctioneers.
Negombo, April 4, 1928.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the order to sell issued to me and the decree entered in case No. 2,139, D. C., Negombo, in favour of N. M. K. N. Paiyacharam Pule, against Madawita Vithana Mudalige Don Girigoris Samarawickrama Vel-Vidanerala and ditto Simions Simarawickrama for the recovery of the sum of Rs. 7,000, with further interest and costs, I shall sell by public auction at the respective spots on Saturday, May 5, 1928, commencing at 3 p.m., the following property, to wit:—

1. The land of several contiguous lots form Mahawatta at Welisara in Ragam pattu of Alutkuru korale, in Colombo District, Western Province, according to plan dated July 16, 1898, made by L. D. Silva, Surveyor, in extent 3 acres and 21 perches, together with the tiled house and the other buildings and plantations thereon.

2. The 1/2 share of Kiripallagaha or Nugagahakumbura at Welisara aforesaid, in extent about 1 acre of this field the undivided 1/2 share.

3. The Dahanpanguwekabella of the western portion of Welisarakurunduwatta at Welisara aforesaid, in extent 3 acres 2 roods and 16 1/2/100 perches.

The eastern portion of Kurunduwatta, also at Welisara, in extent 2 acres 1 rood and 8 perches.

The Welisarakurunduwatta at Welisara, in extent about 6 acres. The portion divided and separated for the undivided 2/3 shares of 1/3 share of this land.

The portion of land called Vellehena belonging to Welisarakurunduwatta at Welisara, in extent about 3 roods. The portion divided and separated for the undivided 1/10 share.

The 2/3 shares of the 1/3 share of the portion called Vellehena belonging to Welisarakurunduwatta, in extent about 1 acre and 2 roods.

The portion of land called Vellehena appertaining to Welisarakurunduwatta, in extent about 6 acres. The portion divided and separated for the undivided 1/24 share of this land.

The portion of the land called Vellehena appertaining to Welisarakurunduwatta, in extent about 6 acres. The portion divided and separated for the undivided 8/40 share of this land.

A portion of Vellekurunduwattadekenpanguwekabella, in extent 3 acres 3 roods and 19 perches.

The 1/3 share of the 1/3 share of the land called Vellehena appertaining to Welisarakurunduwatta, in extent about 1 acre and 2 roods.

The portion of land called Vellekurunduwatta at Welisara, in extent 2 acres 1 rood and 8 perches.

These portions lying contiguously and forming one land called Welisarakurunduwatta at Welisara aforesaid is now in extent about 21 acres; the undivided 2/6 shares of the undivided 1/3 share, with the plantations, buildings, and all the appurtenances thereof.

For further particulars apply to S. K. Wijeratne, Esq., Proctor, Supreme Court, and Notary Public, Negombo, and to me—

K. H. PERERA,
Negombo, March 30, 1928. Licensed Auctioneer.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the order to sell issued to me and the decree entered in case No. 1,136, D. C., Negombo, in favour of P. R. S. P. K. N. Nachchiappa Chetty of Colombo, against (1) Herath Jayasinghe Charles Singhe Appuhamy and (2) Wickrama Arachchige Don Romel Appuhamy, for the recovery of the sum of Rs. 4,275, with further interest and costs, I shall sell by public auction at the respective spots on Saturday, May 12, 1928, commencing at 3 p.m., the following property, to wit:—

1. An undivided 2/3 shares of the land called Velankelawatta, situated at Nattandiya in Meda palatha of Pitigal korale, in Chilaw District, North-Western Province, in extent 2 1/2 acres more or less.

2. From the land called Kaharagahawatta of about 5 acres, at Nattandiya aforesaid, the portion divided and separated by the western boundary, in extent about 3 acres, together with plantation and buildings thereon.

3. The divided and separated $\frac{1}{2}$ share of Karandagaha-kumbura of about 48 perrahs of paddy sowing ground, at Weerahena in Meda palatha aforesaid, mortgaged by bond No. 11,769 dated June 8, 1920, attested by P. W. Marasinghe, Notary Public, in extent about 23 perrahs of paddy sowing ground; of this field the undivided $\frac{3}{10}$ shares, and the said mortgage bond No. 11,769, and the mortgage thereby made, and the sum of Rs. 1,000 recoverable thereon.

For further particulars apply to me—

K. H. PERERA,
Licensed Auctioneer.

Negombo, March 30, 1928.

Auction Sale under Mortgage Decree.
In the District Court of Galle.

Bettagoda Radage Sabina Plaintiff.
No. 25,029. Vs.

Mahamed Saheed Oyman of Dangedera, Ahmed Ibbet
Markar Mahamad Ibrahim of Fort Galle. Defendants.

UNDER and by virtue of commission issued to me in the above case, I shall offer for sale on Saturday, May 5, 1928, at 2 P.M. at the spot, the following property, viz. :—

All that undivided $\frac{3}{16}$ parts or shares of Bogahawatta and of the building marked Municipal assessment No. 133, in Dangedera, within the Municipal of Galle; in extent 2 roods and 5.29 perches.

Amount Rs. 1,600, with legal interest and costs.

H. W. WEERASINGHE,
Licensed Auctioneer.

Galle, March 28, 1928.

Auction Sale.

In the District Court of Jaffna.

(1) Maruthappar Thechanamoorthy and (2) Velayuthar Kandiah of Araly South Plaintiffs.
No. 21,556. Vs.

Kasinathar Veithilinkam Markandan of Chankuvely Defendant.

IN terms of the commission dated March 26, 1928, issued by the District Court of Jaffna to recover the sum of Rs. 5,295.52, with interest on Rs. 4,000 at the rate of 10 per cent. per annum from June 1, 1926, till payment in full, and costs of suit Rs. 293.22, and poundage and charges, viz., the following decreed properties will be sold by public auction at the respective spots on Monday, May 7, 1928 :—

At 8 A.M.

1. All that piece of land situated at Vaddukkoddi East in Vaddukkoddi parish, Valigamam West division, of the Jaffna District, Northern Province, called Valathakkaladdy, containing or reputed to contain in extent

$8\frac{1}{2}$ lachams. v.c., with share of well and cultivated plantations; and bounded or reputed to be bounded on the east by the properties of Sellamuttu, widow of Ratnesar, and Marimuttu Kandiah, on the north by the property of Marimuttu Kandiah, on the west by road, and on the south by lane; together with share belonging thereto of the well lying on the western side in the land called Pattiniyar-thoddam and the right of using way and water-course.

At 9 A.M.

2. All that piece of land situated at Chankanai in Chankanai parish as aforesaid called Polvaththai, containing or reputed to contain in extent $14\frac{1}{2}$ lachams. v.c., with palmyras; and bounded or reputed to be bounded on the east by the property of the heirs of Vairamuttu Ponniah, on the north by the property of Karthigesar Nallsegarampillai, on the west by the property of Sinnappu Marimuttu, and on the south by road.

On Tuesday, May 8, 1928, at 4 P.M.

3. An undivided half share with its appurtenances of a piece of land situated at Singapakuthevankurichchy in Point Pedro parish, Vadamadchchy division of the Jaffna District, Northern Province, called Thikkamunai, containing or reputed to contain in extent 2 lachams. v.c. and 3 kulies, with godowns and other buildings; and bounded or reputed to be bounded on the east by road, on the north by the properties of Valliammaippillai, wife of Sithamparappillai, the defendant, and others, on the west by the property of Vairamuttu Velayuthapillai, and on the south by the property of Nagaratnam, wife of Namasivayam.

J. P. KANTHYAH, Deputy Fiscal,
Commissioner.
Jaffna, March 31, 1928.

Auction Sale under Mortgage Decree.

UNDER and by virtue of the decree entered in D. C., Kegalla, case No. 7,426, and commission issued to me, I shall sell by public auction the following properties specially bound and executable for the recovery of the amount therein stated on Monday, April 23, 1928, commencing at 2 P.M. at the spot, to wit :—

1. An undivided $\frac{1}{2}$ share of Nagalamullahena, now garden of 1 pola paddy sowing extent.
2. An undivided $\frac{1}{2}$ share of Boraluwahena, now garden of 7 pelas paddy sowing extent.
3. An undivided $\frac{1}{2}$ share of Kiridenawela of 1 pola in paddy sowing extent, all those lands are situated at Batuwatta in Gandolaha pattu in Beligal korale, Kegalla District.

D. S. WICKRAMASINGHE,
Licensed Auctioneer.
Kegalla, March 30, 1928.

APPLICATION FOR FOREIGN LIQUOR LICENCES

I hereby give notice that I have on March 31, 1928, applied to the Hon. the Government Agent, Western Province, Colombo, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928, in compliance with Excise Notification No. 75 of June 15, 1918 —

Schedule.

Name and address of applicant: M. G. Rodrigo, 7, Norris avenue.

Description of licence or licences applied for: Restaurant licence.

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

Situation of premises to be licensed: 45/1, Turret road, Café Royal.

M. G. RODRIGO.

We hereby give notice that we have on January 24, 1928, applied to the Government Agent, Eastern Province, for the licence shown in the schedule hereto annexed, for the licensing period ending September 30, 1928 :—

Schedule.
Name and address of applicants: A. Sebastian and N. Velupillai, Batticaloa.

Description of licence or licences applied for: Hotel, bar (foreign liquor).

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

Situation of premises to be licensed: 148, Old Post Office buildings, Esplanade, Kalmunai, Eastern Province.

Batticaloa, April 2, 1928.

A. SEBASTIAN,
N. VELUPILLAI.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned packages, which have been lying at the Baggage Office beyond the time allowed by law, will be sold by public auction on May 8, 1928, unless previously cleared. All goods sold but not removed before the expiration of three clear days after the date of approval of the sale will become liable to the payment of rent at the rates prescribed in the Customs Tariff:—

Date. 1927.	S. R. No.	Name.	Vessel.	Number and Description. of Packages.
November 1	.. 3273	.. Mr. M. Highfield	.. ss. Gloucestershire	.. 1 chair
	3312	.. Ramasamy	.. ss. Tamba Maru	.. 1 parcel cigars
November 3	.. 3377	.. Mr. A. E. Greuter	.. Talaimannar train	.. 1 rifle
November 9	.. 3749	.. Miss Grandage	.. ss. Narkunda	.. 1 parcel
November 17	.. 4179	.. Mr. McComas	.. ss. Oxfordshire	.. 1 chair
November 27	.. 4754	.. Mr. J. R. Bell	.. ss. Moldavia	.. 1 golf bag
November 29	.. 5057	.. Mr. C. J. Hall	.. ss. Lancashire	.. 1 perambulator
November 30	.. 5138/39	.. Nil	.. ss. Suwa Maru	.. 2 (1 bucket and 1 basket)
1928.				
January 4	.. 152	.. Nil	.. ss. Cheshire	.. 1 parcel cigars
March 20	.. 4715	.. Thos. Cook & Son	.. Indian Goods shed	.. 1 roll clothing
	4716	.. T. C. & S. 1781	.. ss. Herefordshire	.. 1 package bedding
	4717	.. C. Latham	.. Indian Goods shed	.. 1 case baggage

H. M. Customs,
Colombo, April 10, 1928.

F. C. GIMSON,
for Principal Collector.

WITH reference to the Notification dated February 22, 1928, appearing in the *Government Gazette* No. 7,631 of February 24, 1928, relating to the alteration of Births and Deaths Registration divisions of Ambatalenpahala East, Mulleriyawa, and Kottawa, and the creation of the Births and Deaths Registration division of Angoda, in the Colombo District, 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 Registrars of Births and Deaths for the divisions noted opposite their names holding office in the places appearing in column 3.

Registrar-General's Office,
Colombo, April 3, 1928.

E. R. DE SILVA,
Registrar-General.

SCHEDULE.

Western Province, Colombo District.

1. Name of Registrar.	2. No. and Name of Registration Division.	3. Place of Office.
M. A. D. M. S. Gunawardane	.. 9. Ambatalenpahala East	.. Kongahawatta in Kelanimulla
M. D. C. Wijegoonawardana	.. 16. Mulleriyawa	.. Telabugahawatta in Mulleriyawa
D. S. Ranasinghe	.. 18. Kottawa	.. Galabodawatta in Kottawa; station, Bogodayawatta in Battaramulla
A. P. Ranasinghe	.. 64. Angoda	.. Lunatic Asylum, Angoda

Statement of Receipts and Expenditure of the Rural Education District Committee, Anuradhapura, for the Year 1927.

RECEIPTS.		Rs.	c.	EXPENDITURE.		Rs.	c.
Balance on January 1, 1927	..	7,793	45	A.—Salaries	..	1,185	92
Grant for 1927	..	10,195	0	B.—Repairs to school buildings	..	4,530	46
Grant towards the upkeep of T. K. Government schools	..	450	0	C.—Making and repairing fences	..	256	35
Supplementary grant for 1927	..	10,000	0	D.—Furniture and school apparatus	..	802	50
Miscellaneous	..	11	0	E.—Garden implement	..	67	19
				F.—Erection of new buildings and extensions to existing ones	..	6,084	89
				G.—Miscellaneous	..	525	68
						13,452	99
				Balance on January 1, 1928	..	14,996	46
						28,449	45
						28,449	45

March 31, 1928.

C. B. P. PERERA,
for Chairman.

Statement of Receipts and Payments of the Urban Education District Committee, Ratnapura, for the Year, 1927.

RECEIPTS.		Rs.	c.	PAYMENTS.		Rs.	c.
Revenue—				Expenditure—			
Government grant for 1927	..	11,525	0	Salaries	..	800	0
Other Receipts—				Stationery, printing, and office expenses	..	200	28
Deposits	..	400	0	Muslim school, upkeep, furniture, and conservancy fees	..	119	50
		11,925	0	Erection of new school buildings, &c.	..	409	76
Balance brought forward	..	13,728	84			1,529	54
				Other Payments—			
				Refund of deposits	..	350	0
						1,879	54
				Balance on December 31, 1927	..	23,774	80
						25,653	84
		25,653	84			25,653	84

Ratnapura, March 22, 1928.

T. WALLOOPPILLAI,
Chairman.

Auction Sale of Timber.

THE under-mentioned timber lying at depôts mentioned below in Northern Division will be sold by public auction on the spot by the Divisional Forest Officer, Northern Division, Jaffna, on the different dates noted against each depôt:—

(a) Vavuniya Depôt, on Tuesday, April 24, 1928, at 1 P.M.

	C. ft.
Lot I.—175 satin logs	.. 2,130
Lot II.—27 palu logs	.. 324
Lot III.—2 ebony logs	.. 8

(b) Jaffna Depôt, on Wednesday, May 2, 1928, at 8.30 A.M.

Lot I.—100 palu logs.
Lot II.—6 satin logs.
Lot III.—6 tons satin pieces.

2. The lists of timber are available for inspection at the Divisional Forest Office, Jaffna, and the Range Forest Office at Vavuniya.

3. Further particulars can be obtained from the Divisional Forest Officer, Jaffna.

Conditions.

(a) The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, and no advance of less than 10 cents per cubic foot or Re. 1 per log will be recognized.

(b) The highest bid will be accepted, subject to the approved price fixed by the Conservator of Forests. The highest bidder on being declared the purchaser, shall sign his name in the register of sale in admission of such purpose, and deposit the necessary amount.

(c) Twenty-five per cent. of the bids to be deposited immediately after acceptance of the bids. The balance should be paid within 20 days of the date of sale when a permit for removal will be issued.

(d) The measurements as recorded by the Divisional Forest Officer must be accepted, but prior to date of auction any prospective bidder is at liberty to check the measurements and to represent any difference promptly.

(e) All timber sold, and the full price bid of which has been paid, must be removed from the depôt before end of June, 1928, and will be at the risk of the purchaser until removed. A charge of Re. 1 per log per week or part of a week is liable to be made for any logs not removed, after June 30, 1928. Logs not removed from the depôt after July 15, 1928, are liable to be forfeited to the Crown.

(f) Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid and refuse or fail to remove the timber within the time specified in clause (e) above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to a lower price being realized at the re-sale, while if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit, which shall accrue to Government.

(g) Agents bidding for others will be required to produce written authority from the firm or person for whom they bid: such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

J. D. SARGENT,
Conservator of Forests.Office of the Conservator of Forests,
Kandy, April 2, 1928.

Sale of Timber.

THE under-mentioned timber will be sold by public auction at the place and on the date specified, subject to the following conditions:—

1. The timber will be put up in convenient lots to suit buyers.

2. The highest bid will be accepted subject to the approval of the Conservator of Forests. The highest bidder will be required by the officer conducting the sale to sign the sale book kept for the purpose directly a lot has been knocked down to him.

3. Payment of 25 per cent. of the successful bid to be made at the time of sale, if so required.

4. No timber will be removed before payment of the full bid, and all timber must be removed within ten days of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchaser until removed. Logs not so removed will revert to the Crown.

5. Should any person to whom a lot is knocked down refuse to take it over at the full price bid or refuse or fail to pay the full purchase amount or the balance thereof and to remove the timber within the time specified, the lot will again be put up for auction; and the original purchaser will be held liable for any loss to Government owing to a lower price being realized at such resale, while if an enhanced price is realized at such resale, he shall, however, have no claim to the profit which shall accrue to Government.

6. Agents bidding for others will be required to produce a written authority.

7. Any further particulars can be obtained from the Divisional Forest Officer, North-Central Division, Anuradhapura.

Particulars of Timber, &c.

(i) At the Anuradhapura Railway Station Depôt at 9 A.M., on May 1, 1928:—

	C. ft.
28 satin logs	.. 250
28 palu logs	.. 314
2 godakirilla logs	.. 19
1 kihiriya log	.. 13
1 mi log	.. 47
3 helamba logs	.. 38
2 kumbuk logs	.. 44
2 panaka logs	.. 20

(ii.) At the Divisional Forest Office, Anuradhapura, at 2 P.M., on May 1, 1928 :—

	C. ft.
1 ebony log ..	2
17 halmilla logs ..	122
1 milla log ..	35
19 palu logs ..	248
48 palu logs ..	502
4 panaka logs ..	38
12 satin logs ..	191
6 satin logs ..	50
1 halmilla log ..	9
1 milla log ..	8
13 palu logs ..	171
4 panaka logs ..	54

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, April 2, 1928.

Sale of Timber.

THE under-mentioned timber referred to in the schedule below will be sold by public auction by the Divisional Forest Officer, Eastern Division (North), Trincomalee, at the different places and on the dates specified, subject to the following conditions :—

2. The timber will be put up either singly or in lots to suit buyers at a rate per cubic foot, and no advance of less than 10 cents per cubic foot will be accepted.

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

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

5. Measurements as recorded by the Divisional Forest Officer, Eastern Division (North), Trincomalee, must be accepted, but prior to date of auction any prospective bidder is at liberty to check the measurements and to represent any discrepancy to the Divisional Forest Officer.

6. No timber shall be removed before the payment of the full price bid, and all timbers sold must be removed from the depôts within two months from the date of notification of acceptance by the Conservator of Forests of such bid, and will be at the risk of the purchaser until removed.

7. Should any person to whom a lot is knocked down refuse to take it over at the full price bid, or refuse or fail to sign the sale book and pay 25 per cent. of his bid when so required, and refuse or fail to remove the timber within the time specified in clause 6 above, the lot will again be put up for auction, and the original purchaser or bidder will be held liable for any loss to Government owing to lower price being realized at the re-sale, while, if an enhanced price is realized at such re-sale, he shall, however, have no claim to the profit which shall accrue to Government.

8. The list of the timber is available for inspection at the Divisional Forest Office, Trincomalee.

9. Agents bidding for others will be required to produce written authority from the firm or person for whom they bid; such authority will be retained by the Divisional Forest Officer, and will hold good only at the particular sale at which it is produced.

10. Further particulars can be obtained from the Divisional Forest Office, Trincomalee.

SCHEDULE REFERRED TO.

Trincomalee Depôt.

Date of Sale : Tuesday, May 1, 1928, at 10 A.M.

10 ranai 272 c. ft.

Muthur Out-bay Depôt.

Date of Sale : Wednesday, May 2, 1928, at 3 P.M.

78 satin 1,156 c. ft.

Kumbrupiddy Out-bay Depôt.

Date of Sale : Thursday, May 3, 1928, at 3 P.M.

80 satin 1,183 c. ft.

J. D. SARGENT,
Conservator of Forests.

Office of the Conservator of Forests,
Kandy, April 3, 1928.

Tenders for the Right to Gem in Crown Lands.

NOTICE is hereby given that the Government Agent of the Province of Sabaragamuwa will receive sealed tenders for the right to gem for a period of one year in the under-mentioned Crown lands situated in the Ratnapura District of the Province of Sabaragamuwa.

2. The tenders, which must be enclosed in sealed envelopes, superscribed "Tender for the Right to Gem," will be received at the Ratnapura Kachcheri until 10 A.M. on Thursday, May 3, 1928, when they will be opened, and all persons making tenders will be required to be present or satisfy the Government Agent, Province of Sabaragamuwa, by some duly accredited agent or agents that the tender is *bona fide*.

3. The person whose tender is selected by the Government Agent for submission to the Hon. the Controller of Revenue will be required to deposit the full amount of his tender at once in cash, and should his tender be accepted by the Hon. the Controller of Revenue, to enter into a lease bond for the fulfilment of the conditions on which the tender is accepted.

4. The Government Agent, Province of Sabaragamuwa, reserves to himself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

5. The tenderers whose tenders are accepted should deposit a sum of Rs. 100 for each land as security for filling up pits.

6. Tenders must be made for each land separately.

7. The lessees of lands Nos. 3, 4, 5, 7, 8, 9, 10, and 11 in the list of lands given below should notify the Government Mineralogist, Colombo, the date on which they commence to gem and stop work, and also give him access to the workings at any time for inspection.

8. Further information can be obtained from the Government Agent, Province of Sabaragamuwa.

LANDS REFERRED TO.

(1) The bed of the stream called Mahahandunmal-dola, situated in the village of Pannila in the Pannil pattu of Atakalan korale, for a length of about 35 chains between its confluence with the Heenhandunmal-dola and its confluence with the Hin-dola, within the following boundaries : north by Nahitimukalana, east by Nahitimukalana and footpath to Pannila, south by Nahitimukalana, west by Nahitimukalana and Hin-dola.

(2) The bed of the stream called Koketiya-dola (part of lot 88 in B. S. P. P. 55) for a length of about half a mile, situated in the village of Nugadandihalagama in the Meda pattu of Kuruwiti korale, and bounded as follows : north by lot 81, Koklekmemukalana, lot 40, Deldolehena, and lots

78 and 89, Dawatagahahenewatta; east by lot 43, Elahitideniya; south by lot 82, Mawatehenemukalana, lot 84, Mavatehona, and lot 86, Maragahahenamukalana; west by amuna and part of Koketiya-dola.

(3) The Crown lands called Doranawitiyella and Neluketiyehena, comprising of the whole of lot 2 and a part of lot 1 in P. P. 3,507, which is a portion of land about 36 chains in length from the confluence of Peelladeniye-dola, with the Halgaha-dola to the confluence of the Neluketiya stream with the Rakwana-ganga, situated in the village of Pannila in the Pannil pattu of Atakalan korale, containing in extent 8 acres 1 rood and 28 perches, and bounded as follows: north by Rakwana or Hangomu-ganga, east by Neluketiya stream, south by Doranawitiyella and Neluketiya, west by Halgaha-dola.

(4) The Crown lands called Neluketiyehena and Ilanganmaduwa or Ilangangodella, which forms part of lot 1 in P. P. 3,507, being a portion of land about 42 chains in length from the confluence of the Neluketiya stream with the Rakwana-ganga to the confluence of the Kiul-ela with the Rakwana-ganga, situated in the village of Pannila in the Pannil pattu of Atakalan korale, containing in extent 8 acres 3 roods and 35 perches, and bounded as follows: north by Rakwana or Hangomu-ganga, east by Rakwana or Hangomu-ganga, south by Neluketiyehena and Ilangangodella, west by Doranawitiyella, Neluketiyehena, Neluketiya stream, and Rakwana-ganga.

(5) The Crown lands called Neluketiyehena, Tippola-kale, Galwetawatta, Telahitipanagoda, and Beruwitiella, which form part of lot 1 in P. P. 3,507, being the portion of land 55 chains in length from the confluence of the Kiul-ela with the Rakwana-ganga to the confluence of the Tun-dola with the Rakwana-ganga, situated in the village of Pannila in the Pannil pattu of Atakalan korale, containing in extent 12 acres 3 roods and 7 perches, and bounded as follows: north by Ilanganmaduwa and confluence of Kiul-ela with the Rakwana-ganga, east by Rakwana-ganga and Tun-dola, south and west by Neluketiyehena, Tippolekele, Galwetawatta, Beruwitiella, and Telahitipanagoda.

(6) The land called Galamunomukalana and deniya in extent about 3 acres, which forms part of lot 31 in B.S.P.P. 255, situated in the village of Kuruwita Patagama in the Uda pattu south of Kuruwiti korale, and bounded as follows: north by Galamunomukalana and Gonapitiya-Patagama footpath, east by Tiriwanalgodamukalana and Peddimalahena, south by Godamadittemukalana, west by Galamunomukalana.

(7) A portion of the bed of the Galature-ganga, 50 chains in length, situated in the village of Ayagama in the Palle pattu of Kukulukorale, and bounded as follows: north by Madollakawala, east by Nawadun korale boundary, south by path to Kandegama estate, west by lots 319, 320, 321, 334, 336, 341, 345, and 346 in V. P. No. 42.

(8) The land called Helaudahena, lot 29 i in F. V. P. 26, situated in the village of Kiribathgala in the Meda pattu of Nawadun korale, containing in extent 2 acres 2 roods and 39 perches, and bounded as follows: north by the railway line, East by Kiribathgala Rubber Estate (lot 29A4 in F. V. P. 26) or stream forming the boundary between lots 29 i and 29A4, south by Nekatigewatta (lot 32 in F. V. P. 26) and Helaudadeniyehena (lot 29 i5 in F. V. P. 26), west by Helaudahena (lot 29 i8 in F. V. P. 26).

(9) The land called Wannigedeniya which forms part of lot 2 in F. V. P. 74, together with the stream called Ellegodella, lot 25½ in F. V. P. 74, situated in the village of Muwagama in the Meda pattu of Nawadun korale, containing in extent about 1 acre, and bounded as follows: north by Wannigewila, east by Peellagodamukalana, south by Kendagasmandiya and Ratupolgahakanatta, west by Gulanewattemedakella and Pahalakella.

(10) The land called Egodamukalana, which forms part of lot 64 in F. V. P. 19, situated in the village of Madalagama in the Pannil pattu of Atakalan korale, containing in extent about 2 acres, and bounded as follows: north, east, and south by Kerekokudeniye-godahenyaya, west by part of lot 64 in F. V. P. 19.

(11) The land called Halmillahena situated in the village of Kiribathgala in the Meda pattu of Nawadun korale, which forms part of lot 29c in F. V. P. 26, containing in extent about 2 acres, and bounded as follows: north by part of

lot 29c and lot 29c1b in F. V. P. No. 26, east by Dewel-dola, south by Dewel-dola and We-ganga, west by lot 29A4 in F. V. P. 26.

The Kachechi,
Ratnapura, April 3, 1928.

W. D. GODSALL,
for Government Agent.

Closure of Area for Application Surveys in Southern Province.

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

Area No. 1, which includes Galle District.
Area No. 2, which includes Matara District.
Area No. 3, which includes Hambantota

2. Area No. 2 will be closed on April 30, 1928, and no applications received within this area after that date will be forwarded to the Surveyor-General for survey until this area is again reopened. This, however, will not preclude applicants from submitting to the Assistant Government Agent, Matara, for registration applications for land within this area with a view of ascertaining whether there are any objections to the sale or lease.

3. The next area to be closed for survey will be area No. 3, followed in due course by area No. 1. Applications for the purchase or lease of Crown land in these two areas should be forwarded to the Assistant Government Agent, Hambantota, and to me respectively as early as possible.

4. The date of closure of No. 3 area will be shortly published.

March 10, 1928.

L. W. C. SCHRADER,
Government Agent.

Loss of Firearms.

MATARA DISTRICT.

Description of the gun: Single-barrelled muzzle-loading gun bearing No. M/390 on the stock.

Number of licence: 103/F. G.

Name of licensee: P. B. Dawunde Marikar of Kotuwegoda in Matara.

Remarks: Gun reported to be lost.

The Kachechi, for Assistant Government Agent.
Matara, April 4, 1928.

J. A. GUNARATNA,

Engine Driver, Kandana Sanatorium.

APPLICATIONS are invited for the post of Driver of the Engine attached to the water pump at Kandana Sanatorium. Applications should be addressed direct to the Director of Medical and Sanitary Services. The salary offered is Re. 1.75 per diem. Only persons possessing the required experience need apply stating qualifications and annexing copies of certificates.

W. PEREIRA,
for Director of Medical and Sanitary Services.

April 4, 1928.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 28, 1928, published in the *Government Gazette* No. 7,633 of March 9, 1928, the premises bearing assessment No. 49/9, situated at Wekanda, Slave Island, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 14, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 24, 1928, published in the *Government Gazette* No. 7,632 of March 2, 1928, the premises bearing assessment No. 67, situated at Wekanda, Slave Island, 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 12, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 13, 1928, published in the *Government Gazette* No. 7,634 of March 16, 1928, the premises bearing assessment No. 59/60, situated at Colpetty lane, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 14, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 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. of situated at Cotta road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 29, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 120, situated at Dean's road, Maradana, Colombo: Such premises are hereby declared, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, to be an infected area.

This declaration shall take effect from March 28, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 330/5, 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 26, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 7, 1928, published in the *Government Gazette* No. 7,634 of March 16, 1928, the premises bearing assessment No. 67/36, situated at Maligawatta, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 21, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises known as the Crown land between Buller's road and Gregory'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 29, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 13, 1928, published in the *Government Gazette* No. 7,634 of March 16, 1928, the premises bearing assessment No. 126/333, situated at Timbirigasyaya road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from April 1, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 13, 1928, published in the *Government Gazette* No. 7,634 of March 16, 1928, the premises bearing assessment No. 45, situated at Vauxhall lane, Slave Island, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from March 22, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 28, 1928, published in the *Government Gazette* No. 7,632 of March 2, 1928, the premises bearing assessment No. 69, situated at Union place, Slave Island, 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 12, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 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. 545, situated at Kanatta road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from April 2, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 3, 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. 37^a, situated at Yakbedda road, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from March 21, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 4, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 17, 1928, published in the *Government Gazette* No. 7,631 of February 24, 1928, the premises bearing assessment No. 73, situated at Piachauds lane, Maradana, 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 4, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 4, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 24, 1928, published in the *Government Gazette* No. 7,632 of March 2, 1928, the premises bearing assessment No. 10, situated at Stewart street, Slave Island, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from March 16, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 4, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated February 23, 1928, published in the *Government Gazette* No. 7,632 of March 2, 1928, the premises bearing assessment No. 49/50, situated at Armour street, Colombo, were proclaimed an infected area in terms of sub-sections (1) and (2) of

section 5 of Ordinance No. 25 of 1909; and whereas foot-and-mouth disease no longer exists in the said premises, it is now declared free from foot-and-mouth disease and to be no longer an infected area.

This declaration shall take effect from March 12, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 4, 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. 18, situated at Colpetty lane, 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 April 1, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 4, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated March 21, 1928, published in the *Government Gazette* No. 7,636 of March 30, 1928, the premises bearing assessment No. 2, situated at Bridge street, Slave Island, 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 31, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 4, 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 bearing assessment No. 61, situated at Nell's lane, Mattacooly, 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 April 4, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 10, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Hinadure, in Hapitigam korale of Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated March 16, 1928, is free from foot-and-mouth disease and is no longer an infected area.

This declaration is to take effect from this date.

The Kachcheri, H. C. COCKS,
Colombo, April 3, 1928. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nawala, in garden No. 54, 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 C. M. S., south by land belonging to N. D. Cooray, east by high road, west by land belonging to William Rodrigo.

This declaration shall take effect from the date hereof.

March 29, 1928. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nawala, in garden No. 314, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to A. S. Ratnayaka, south by dewata road, east by ditto, west by high road.

This declaration shall take effect from the date hereof.

March 29, 1928. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nawala, in garden No. 205, 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 portion of garden No. 205, south by dewata road, east by land belonging to Isabella Cooray, west by dewata road.

This declaration shall take effect from the date hereof.

March 30, 1928. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Welikada, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by dewata road, south by high road leading to Cotta, east by dewata road, west by eastern boundary of premises No. 380.

This declaration shall take effect from the date hereof.

March 30, 1928. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Dawatagahawatta at Udammitta, 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 lands of Tilenti Adiriyes Silva, south by land of Veda Charles Silva, east by cart road, west by land of A. Ugin Silva Kulasinghe, Police Vidane.

This declaration shall take effect from the date hereof.

Wattala, March 30, 1928. TIMOTHY F. ABAYAKOON,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Kogahawatta at Udammitta, 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 of Gustinnadura Simon Silva and others, south by land of Hitaka John Silva, east by cart road, west by lands of Liyanadura Andiris Silva and others.

This declaration shall take effect from the date hereof.

Wattala, March 30, 1928. TIMOTHY F. ABAYAKOON,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Siwuralumulla, in the Meda pattu of Siyane korale west of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by road leading from Kinigama and Pilikuttuwa, south by road leading from Nedungamuwa Village Committee road, east by road leading from Uruwalmawata, west by road leading from Galoluwa.

This declaration shall take effect from the date hereof.

Gampaha, March 26, 1928. MAURICE PERERA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Mabima, in the Adikari pattu of Siyane korale west 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 tract of fields, south by Biyagama Public Works Department road, east by Mabima Village Committee road, west by Mabimaela.

This declaration shall take effect from the date hereof.

Gampaha, March 27, 1928. MAURICE PERERA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Yakkala, in the Meda pattu of Siyane korale west 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 wire fence of this land, south by Yakkala-Gampaha road, east by Kandy road, west by wire fence of this land.

This declaration shall take effect from the date hereof.

Gampaha, March 31, 1928. MAURICE PERERA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Yakkala, in the Meda pattu of Siyane korale west 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 live fence of this land, south by ditto, east by land of Mr. D. G. Peeris, west by Kandy road.

This declaration shall take effect from the date hereof.

Gampaha, March 31, 1928. MAURICE PERERA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Bandarawatta and Kumbura, 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 Thanayanwatta and village boundary of Walaliyadda, south by Algam-oya, east by Algam-oya, west by Thanayanwatta and village boundary of Walaliyadda.

This declaration shall take effect from the date hereof.

J. E. PERERA,

March 29, 1928. Chief Headman, Siyane Korale East.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Oruwala, 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 village cart road *alias* Nagaha deniya, south by Maha deniya, east by ditch between the village boundaries of Mullegama and Oruwala, west by Wanapotamookalana.

This declaration shall take effect from the date hereof.

A. E. ABAYARATNE,

March 28, 1928. Mudaliyar, Hewagam Korale.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kendangomuwa, in Udugaha pattu in 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 a village cart road, south by estate called Viharagodella, east by village boundary of Hapugahagedera, west by a tract of paddy fields.

This declaration shall take effect from the date hereof.

A. L. DASSANAIKE,

March 30, 1928. Chief Headman.

Hoof Disease.

WHEREAS hoof disease has broken out at premises No. 280, Rawatawatta, in Salpiti korale of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2),

of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to Eugene M. Fernando, south by the road leading to Kuduwamulla, east by land belonging to T. M. Fernando, west by land belonging to B. John Mendis.

This declaration shall take effect from the date hereof.

G. W. DE FONSEKA,

March 26, 1928. Chief Headman.

Hoof Disease.

WHEREAS hoof disease has broken out at Demaladuwa, 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 Demaladuwa-welyaya, south by high road, east by the land called Wewewatta, west by the land called Tanayamewatta.

This declaration shall take effect from the date hereof.

G. W. DE FONSEKA,

March 27, 1928. Chief Headman.

Hoof Disease.

WHEREAS hoof disease has broken out at Ambalangoda, 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 a portion of land called Kandaudayawatta, south by a portion of land called Kandaudayawatta, east by a portion of land called Kandaudayawatta, west by land called Embulgahaowita.

This declaration shall take effect from the date hereof.

G. W. DE FONSEKA,

March 27, 1928. Chief Headman.

Hoof Disease.

WHEREAS hoof disease has broken out at No. 264, Rawatawatta, 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 the land belonging to Mr. J. W. C. de Soysa, south by the road leading to Kuduwamulla, east by the land belonging to Seedin Fernando, west by the land belonging to Mr. J. W. C. de Soysa.

This declaration shall take effect from the date hereof.

G. W. DE FONSEKA,

March 27, 1928. Chief Headman.

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

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

The purchaser or purchasers at the resale should deposit one-tenth of the purchase amount on the day of sale.

If the rents are not disposed of at the resale, action will be taken against defaulters in terms of the provisions of the Ordinance No. 21 of 1905.

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

Canals.—(1) Hendala, (2) Kalutara, (3) Grandpass.

Ferries.—Mutwal.

The Kachcheri,
Colombo, April 3, 1928.

R. N. THAINE,
Government Agent.

ROAD COMMITTEE NOTICES.

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 Road 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. (Skirne & 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,
Chairman.
Provincial Road Committee's Office,
Kandy, March 30, 1928.

Lantern Hill-Somerset Estate Cart Road.

NOTICE is hereby given that, in terms of the proviso of section 5 of "The Estate Roads Ordinance, No. 12 of 1902," a proposal having been made to include the following estate among those liable for assessment for the above road, the Provincial Road Committee will, on Saturday, May 12, 1928, at 9.45 A.M., at their office in Kandy, proceed to re-define the limits of the district to include this estate, and at the same time and place the Committee will take evidence, if necessary, and receive and consider objections and suggestions:—

Proprietor.	Estate.	Acreage.	Sections of road used.
Velu Kangany ..	Waduwandalakele, &c. ..	30½ ..	1-4

W. L. KINDERSLEY,
Chairman.

Provincial Road Committee's Office,
Kandy, April 4, 1928.

Lantern Hill-Somerset 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 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, No. 12 of 1902," 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 contributions:—

Government moiety .. Rs. 2,333.00
Private contributions .. Rs. 2,333.50

1st to 2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
S. T. Kaliappa Chetty, Muthucaruppan Chetty, and S. T. Muttiah Chetty ..	Lantern Hill	.. 359
W. S. Blackett ..	Jack Tree Hill	.. 322
S. T. Kaliappa Chetty, Muthucaruppan Chetty, and S. T. Muttiah Chetty ..	Kehelwatta	.. 360

1st to 4th section, 2 miles.

G. B. S. Silva ..	Galpaya (Sinna-pitiya)	.. 40
A. R. P. R. Arumugam Pillai ..	Gertiville	.. 51
A. B. Rodrigo ..	Graceland	.. 30
Velu Kangany ..	Waduwandalakele, &c.	.. 30½

1st to 6th section, 3 miles.

Heirs to Mrs. A. J. Stephens (M. H. Reeves) ..	Cooroondoowatta	486
Do. ..	Hapugahawatta	.. 87
T. A. S. Pillai ..	Galpaya	.. 68½
Ganekumbura Duraya ..	Godawilhena Group	25
Amaris Alwis ..	Pelketiyawatta Group	.. 20
Pandiyam Kangany and S. Usloo Kangany ..	Kendagolla	.. 24

1st to 8th section, 4 miles.

G. C. S. Hodgson ..	Somerset	.. 461
G. Baiya and his son Kira ..	Ganekumburewatta Group	.. 25
S. David, S. Balaya, and S. Ukku-amma ..	Kotaliyanawatta Group	.. 30

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, April 4, 1928.

Nomination of Members, Local Committee.

NOTICE is hereby given that the following gentlemen have been nominated, under "The Branch Roads Ordinance, No. 14 of 1896," to act as members of the Local Committee, for the Leangahawela-Poonagalla road for the years 1928 and 1929:—

Messrs. R. G. Coombe (Chairman), G. R. Pippet, C. de Lemos, and R. G. Coombe (as representing Broughton estate).

Provincial Road Committee, H. W. COBRINGTON,
Badulla, April 4, 1928. Chairman.

NOTICE TO MARINERS.

No. 8 of 1928.

CEYLON WEST COAST—MOUNT LAVINIA.

Buoys removed.

Previous Notice No. 15 of 1927.

THE two buoys marking the passage through the reef 7 cables northwards from Mount Lavinia have been withdrawn.

They will be re-established on the termination of the South-west Monsoon.

Master Attendant's Office,
Colombo, March 31, 1928.

E. C. STUBBS, Captain, R.N. (Retired),
Master Attendant.

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

Auctioneer and Broker.

THE following persons were licensed during the month of March to carry on the trade or business of Auctioneer and Broker within the limits of the Panadure Urban District Council area for the year 1928, and their names are published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922 :—

M. Marcus Ferdinando, Broker.
P. Juwanis Karundara, Auctioneer.

The Urban District Council Office,
Panadure, April 3, 1928.

M. H. JAYATILAKE,
Chairman.

LOCAL BOARD NOTICES.

Broker's Licence.

THE following person was licensed during the month of March, 1928, to carry on the trade or business of Broker within the limits of the Sanitary Board town of Kadugannawa for the year 1928, and his name is published in terms of section 17 of Ordinance No. 15 of 1889, as amended by Ordinance No. 25 of 1922 :—

Edwin W. Dias, Broker, Kadugannawa.

The Kachcheri,
Kandy, April 3, 1928.

R. M. DAVIES,
Deputy Chairman.

Notice of Sale, Sanitary Board, Teldeniya.

NOTICE is hereby given that the properties mentioned in the annexed schedule having been seized for default of payment of sanitary and water rates of Teldeniya

for the 4th quarter, 1927, will be sold by public auction at the premises on Friday, April 27, 1928, at 10 A.M., in conformity with section 1, sub-sections (1)-(4), of Ordinance No. 6 of 1873, unless in the meantime the amount owing in respect of the rate, together with the lawful cost of seizure and sale, is duly paid.

The Kachcheri,
Kandy, April 4, 1928.

R. M. DAVIES,
for Government Agent.

Schedule referred to.

Sanitary Rates.—216, 269A, 349, 359, 360, 360A, 368, 373, and 381.

Sanitary and Water Rates.—9, 10, 65, and 111.