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THE CEYLON GOVERNMENT GAZETTE.

No. 7,640 — FRIDAY, APRIL 27, 1928.

Published by Authority.

PART I.—GENERAL.

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

	PAGE		PAGE
Minutes by the Governor	—	“ Excise Ordinance ” Notices	—
Proclamations by the Governor	1640	“ Local Government Ordinance ” Notices	1707
Appointments by the Governor	1641	Miscellaneous Departmental Notices	1708
Appointments, &c., of Registrars	1642	Proceedings of Municipal Councils	1718
Government Notifications	1645 & <i>Suppl.</i>	Sales of Toll and Other Rents	—
Currency Commissioners’ Notices	—	Road Committee Notices	1733
Revenue and Expenditure Returns	—	Notices to Mariners	1735
Notices calling for Tenders	1648	Trade Marks Notifications	1735
Sales of Unserviceable Articles, &c.	1661	Patents Notifications	—
Vital Statistics	1662 & <i>Suppl.</i>	Local Board Notices	—
Unofficial Announcements	1663	Meteorological Returns	—
Specifications under “ The Irrigation Ordinance ”	—	Books registered under Ordinance No. 1 of 1885	—

NEW LAW REPORTS.—Part VI. of Vol. XXIX. was issued on the 25th instant.

COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

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PROCLAMATIONS BY THE GOVERNOR.

BY HIS EXCELLENCY THE GOVERNOR.

A PROCLAMATION.

H. J. STANLEY.

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

Colombo, April 27, 1928.

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

GOD SAVE THE KING.

SCHEDULE REFERRED TO.

Lot 16 in final village plan No. 86 called Tiniyagodamukalana, situated in Talangama village in Meda pattu of Nawadun korale, in the Ratnapura District, Province of Sabaragamuwa, containing in extent 7 acres 2 roods and 19 perches, exclusive of the road; and bounded as follows:—

North by lot 13 in final village plan No. 86 and Marapona village boundary.
East by lot 23p in final village plan No. 86 and an ela.
South by an ela and lot 15 in final village plan No. 86.
West by lot 13 in final village plan No. 86.

BY HIS EXCELLENCY THE GOVERNOR.

T 188/28

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor, in the exercise of the powers vested in Us by section 34 (1) of "The Ceylon Railways Ordinance, 1902," do hereby declare that the portion of the road crossed by the Ceylon Government Railway between Chavakachcheri and Navatkuli stations, in the Northern Province, more particularly described in the schedule hereto, shall from April 27, 1928, be a "minor crossing" for the purposes of the said Ordinance, and that such "minor crossing" shall not be closed by gates.

Colombo, April 27, 1928.

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

GOD SAVE THE KING.

SCHEDULE.

Mileage. M. C. L.	Description.	Class.
238 36 14	Road leading from lands and the Navatkuli-Tanankilappu road on the south to temple, cemetery and farm lands to the north of the railway	III.

BY HIS EXCELLENCY THE GOVERNOR.

J 16/28

A PROCLAMATION.

H. J. STANLEY.

KNOW Ye that We, the Governor, with the advice of the Executive Council, by virtue of the powers vested in Us by section 3 of "The Informers Reward Ordinance, No. 1 of 1914," do hereby extend the provisions of section 2 of the said Ordinance to the Motor Car Ordinance, 1927.

Colombo, April 26, 1928.

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

GOD SAVE THE KING.

APPOINTMENTS, &c., BY THE GOVERNOR.

No. 176 of 1928.

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

• **Mr. J. A. MAYBIN** to be Assistant Registrar, Co-operative Societies, with effect from April 20, 1928, until further orders.

• **Mr. S. F. JOHNPULE** to act as Extra Office Assistant to the Government Agent, Northern Province, during the absence of **Mr. W. C. D. PENTELOW**, for two weeks from April 23, 1928, or until further orders.

• **Mr. A. VISVANADHAN** to act as Office Assistant to the Director of Agriculture, during the absence of **Mr. J. I. GNANAMUTTU**, from April 27 to May 3, 1928, or until further orders.

• **Mr. W. BROWN** to act as Director of Irrigation, with effect from April 25, 1928, during the absence of **Mr. R. F. MORRIS**, or until further orders.

Lieutenant-Commander C. A. ROBINSON, D.S.C., R.N. (Retd.), Deputy Master Attendant, Colombo, to be, in addition to his other duties, Examiner of Masters and Mates of coastwise and foreign-going ships under section 10 of Ordinance No. 7 of 1863, and Examiner for the purpose of examining the qualifications of tindals under section 3 of Ordinance No. 11 of 1907, with effect from April 16, 1928.

• **Mr. O. L. DE KRETZER** to act as Additional District Judge, Colombo, with effect from April 26, 1928, until further orders.

• **Mr. J. W. R. LANGAKOON** to act as Second Additional District Judge, Colombo, with effect from April 26, 1928, until further orders.

• **Mr. L. H. DE ALWIS** to be, in addition to his own duties, Additional District Judge, Negombo, with effect from April 18, 1928.

• **Mr. G. KOCH** to be, in addition to his own duties, Additional District Judge, Negombo, with effect from April 18, 1928.

• **Mr. A. G. RANASINHA** to be District Judge, Avissawella, and Additional Commissioner of Requests and Police Magistrate, Avissawella, with effect from April 21, 1928, until further orders.

• **Mr. L. G. POULIER** to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, during the absence of **Mr. V. P. REDLICH**, on April 26 and 27, 1928.

The appointment of the Hon. **Mr. V. S. DE S. WIKRAMANAYAKE** to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, on April 26 and 27, 1928, *vide* notice No. 146 of 1928, published in the *Government Gazette* of April 4, 1928, is cancelled.

• **Mr. T. C. THARMALINGAM** to act as District Judge, Commissioner of Requests, and Police Magistrate, Batticaloa, during the absence of **Mr. G. C. THAMBYAH**, from April 29 to May 13, 1928 (inclusive), or until the resumption of duties by that officer.

• **Mr. E. H. LUCETTE** to the office of District Judge, Commissioner of Requests, and Police Magistrate for the judicial division of Badulla-Haldummulla and Visitor of the Prison at Badulla, with effect from April 16, 1928, until further orders.

• **Mr. G. S. SURAWEERA** to act as District Judge, Commissioner of Requests, and Police Magistrate, Kegalla, during the absence of **Mr. S. D. DHONDY**, from April 29 to May 1, 1928, inclusive, or until the resumption of duties by that officer.

• **Mr. M. H. JAYATILLEKE** to be Additional Commissioner of Requests, and Police Magistrate, Panadura, on April 24 and 25, 1928.

• **Mr. O. G. D'ALWIS** to be Additional Commissioner of Requests, and Police Magistrate, Kalutara, on April 26, 1928.

• **Mr. T. B. PANABOKKE** to act as Commissioner of Requests and Police Magistrate, Gampola, and Additional Commissioner of Requests and Police Magistrate, Nuwara Eliya-Hatton, during the absence of **Mr. G. L. DAVIDSON**, on April 30, 1928, or until the resumption of duties by that officer.

• **Mr. H. W. E. DIAS WANNASERERA** to act as Commissioner of Requests and Police Magistrate, Dumbara, on April 28, 1928, and May 3, 1928.

• **Mr. G. P. KEUNEMAN** to be Additional Commissioner of Requests and Police Magistrate, Matara, and Additional District Judge, Matara, on April 27 and 28, 1928.

• **Mr. J. LIGHT** to the office of Commissioner of Requests and Police Magistrate, Jaffna, Kayts, and Mallakam, and to be a Visitor of the Prison at Jaffna, with effect from April 20, 1928, until further orders.

Lieutenant-Commander C. A. ROBINSON, D.S.C., R.N. (Retd.), Deputy Master Attendant, Colombo, to be, in addition to his other duties, Additional Joint Police Magistrate, Colombo, with effect from April 20, 1928.

• **Mr. N. DE ALWIS** to be Additional Police Magistrate, Balapitiya, on May 2, 1928.

• **Mr. J. R. G. BANTOCK**, Assistant Superintendent of Police, to be a Justice of the Peace and Unofficial Police Magistrate for the Northern Province, *vice* **Mr. G. K. PIPPET**, transferred.

• **Mr. H. W. BRYMER** to be a Justice of the Peace and Unofficial Police Magistrate for the judicial division of Nuwara Eliya-Hatton, in place of the late **Mr. J. H. MARCEL**.

• **Mr. J. S. SUTTON** to be a Justice of the Peace and Unofficial Police Magistrate for the District of Kurunegala during the absence of **Mr. C. DE E. COLLIN** from the Island.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, April 26, 1928. Colonial Secretary.

No. 177 of 1928.

NOTIFICATION No. 163 dated April 19, 1928, appearing in *Government Gazette* No. 7,639 of April 20, 1928, is hereby cancelled in so far as it relates to the appointment of **Mr. H. W. CODRINGTON** as Chairman of the Kandy Board of Improvement Commissioners.

By His Excellency's command,
Colonial Secretary's Office, A. G. M. FLETCHER,
Colombo, April 27, 1928. Colonial Secretary.

No. 178 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 2 (2) (b) of Ordinance No. 12 of 1927, to appoint the ASSISTANT CONTROLLER OF REVENUE to countersign leases.

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

No. 179 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 4 of Ordinance No. 37 of 1921, to appoint Mr. A. W. RUXTON to be a Member of the Board of Agriculture during the absence on leave of Mr. W. H. FITZPATRICK.

By His Excellency's command,
Colonial Secretary's Office, Colombo, April 23, 1928. A. G. M. FLETCHER,
Colonial Secretary.

No. 180 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint WIJERATNA ATTANAYAKA DHARMARATNA PANDITAMUDIYANSELAGE DINGIRI BANDA, Korala, to be an Inquirer for Meda pattu in Galboda korale of the Kegalla District, Province of Sabaragamuwa, *vice* DINGIRI BANDA, Korala, deceased.

HIS EXCELLENCY has also been pleased, under section 365 (1) of "The Criminal Procedure Code, 1898," to grant WIJERATNA ATTANAYAKA DHARMARATNA PANDITAMUDIYANSELAGE DINGIRI BANDA, Korala, authority to order post-mortem examinations when necessary.

By His Excellency's command,
Colonial Secretary's Office, Colombo, April 24, 1928. A. G. M. FLETCHER,
Colonial Secretary.

No. 181 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. ROBERT EMMET HALL, provisionally, as Acting Consul of Siam, at Colombo, with effect from May 1, 1928, during the absence of Mr. A. N. CLARK from the Island.

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

No. 182 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to recognize Mr. H. DE WILDT, provisionally, as Acting Consul of the Netherlands, at Colombo, from April 26, 1928, during the absence of Mr. L. VANDER SPOEL, from the Island.

By His Excellency's command,
Colonial Secretary's Office, Colombo, April 26, 1928. A. G. M. FLETCHER,
Colonial Secretary.

No. 183 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. ILAPPULI ARATCHIGE CAITAN PERERA SENEVIRATNE of Nainamadama, Wennappuwa, to be a Notary Public throughout Pata Dumbara division of Kandy District, with residence and office at Wattedegama, and to practise as such in the Sinhalese language.

By His Excellency's command,
Colonial Secretary's Office, Colombo, April 23, 1928. A. G. M. FLETCHER,
Colonial Secretary.

No. 184 of 1928.

HIS EXCELLENCY THE GOVERNOR has been pleased to appoint Mr. VINASITAMBY SENATHI RAJASEGARAM of Puloly South, Point Pedro, to be a Notary Public throughout Vadamaradchi division of Jaffna District, with residence and office at Alvay, and to practise as such in the Tamil language.

By His Excellency's command,
Colonial Secretary's Office, Colombo, April 23, 1928. A. G. M. FLETCHER,
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. MOOTATHAMBY SUBRAMANIAM to act as Registrar of Lands, Trincomalee, for twenty-two days from April 4, 1928, during the absence of the Registrar, Mr. T. A. P. MYLVAGANAM, on leave.

Mr. B. VRASPILLAI to act as Registrar of Lands, Mannar, on April 21, 1928, during the absence of the Registrar, Mr. S. VRASPILLAI, on leave.

Registrar-General's Office, Colombo, April 19, 1928. C. COOMARASWAMY,
Registrar-General.

IT is hereby notified that I have appointed NANDIAS KURUKULASOORIYA to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Uda Bulatgama No. 3 Division, in the Kandy District of the Central Province, for sixty-one days, with effect from May 1, 1928, *vice* TIRIRIAPPUNAMY BANDARANAYAKA HERATH, on leave. His office will be at Dikoya estate.

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

IT is hereby notified that I have appointed MANUELPILLAI MICHELPILLAI as Registrar of Births and Deaths of Point Pedro division, in the Jaffna District of the Northern

Province, with effect from May 1, 1928, *vice* KANAGARAYAR NAGANATAR, discontinued. His office will be at Kurudittodam in Puloli East.

Registrar-General's Office, Colombo, April 17, 1928. C. COOMARASWAMY,
Registrar-General.

IT is hereby notified that I have appointed Dr. NICODAMUS WIJESSEKERA to act as Medical Registrar of Births and Deaths of Ratnapura town division, in the Ratnapura District of the Province of Sabaragamuwa, for eight days, with effect from April 23, 1928, *vice* Dr. TONOOR SERKHARAN NAIR, on leave. His office will be at the Civil Hospital, Ratnapura.

Registrar-General's Office, Colombo, April 23, 1928. C. COOMARASWAMY,
Registrar-General.

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

The Additional Assistant Provincial Registrar, Colombo, has appointed JULIUS PARIS to act as Registrar of Births and Deaths of Otara West division, and of Marriages (General) of Dunagaha pattu of Alutkuru korale north division, in the Colombo District of the Western Province, for twenty-one days from April 10, 1928, during the

absence of the Registrar, HENRY RICHARD DE SILVA, on leave. His office will be at Kurunduwatta in Daluwakotuwa.

The Additional Assistant Provincial Registrar, Colombo, has appointed DON WILLIAM SENANAYAKA to act as Registrar of Births and Deaths of Yatigaha North division, and of Marriages (General) of Yatigaha pattu of Hapitigama korale division, in the Colombo District of the Western Province, for thirty days from April 17, 1928, during the absence of the Registrar, SENANAYAKA APPUHAMILLE DON YAHAPANIS, on leave. His office will be at Polhitawapuwatta in Kudagammana; station at Kinagahawatta in Wattemulla.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON DAVID KARUNATILEKE to act as Registrar of Births and Deaths of Bellapitiya division, and of Marriages (General) of Munwattabage pattu division, in the Kalutara District of the Western Province, for fourteen days from April 15, 1928, *vice* Registrar, DON PULLERIS KARUNATILEKE, resigned. His office will be at Kottunnewatta in Dombagoda.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DON JOHANIS JAYANETTI to act as Registrar of Births and Deaths of Welipenna division, and of Marriages (General) of Walallawiti pattu division, in the Kalutara District of the Western Province, for fourteen days, from April 15, 1928, *vice* Registrar, DON MARTHEUS JAYANETTI, resigned. His office will be at Mutteetuwa in Lewanduwa.

The Additional Assistant Provincial Registrar, Kalutara, has appointed DEHIWALA LIYANAGE DON PILOEIS APPUHAMY to act as Registrar of Births and Deaths of Kalupahana division, and of Marriages (General) of Udugaha pattu division, in the Kalutara District of the Western Province, for seven days from April 17, 1928, during the absence of the Registrar, DON JOHN AMARASEKERA PETIKIRI, on leave. His office will be at Kospotugahawatta in Kalupahana.

The Additional Assistant Provincial Registrar, Kandy, has appointed ANURA MUDIYANSELAGE SENEVIRATNA BANDARA to act as Registrar of Births and Deaths, and of Marriages (General) of Pata Dumbara No. 4 Division, in the Kandy District of the Central Province, for ten days from April 21, 1928, during the absence of the Registrar, MEDAGODA HERAT MUDIYANSELAGE KIRI BANDA, on leave. His office will be at Hettigedarawatta in Parangama.

The Additional Assistant Provincial Registrar, Kandy, has appointed ABAYAKON ABAYASINHA MUDIYANSELAGE MEDIWAKA WALAWWE RAN BANDA to act as Registrar of Births and Deaths and of Marriages (General) of Uda Dumbara No. 2 Division, in the Kandy District of the Central Province, for four days from April 22, 1928, during the absence of the Registrar, EGODAWELA ABEYSEKERA MUDIYANSELAGE LOKU BANDA ABEYSEKERA, on leave. His office will be at Egodawelawalawwa in Mediawaka.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed MALAWIGE HENDRICK DE SILVA to act as Registrar of Births and Deaths of Dimbulla korale division, and of Marriages (General) of Kotmale division, in the Nuwara Eliya District of the Central Province, for seven days from April 23, 1928, during the absence of the Registrar, MADUWAGE ABRAHAM SILVA JAYASURIYA, on leave. His office will be at house No. 2, Holbrook, Agrapatna; additional office at house No. 178, Gansabhawa building, Talawakele, on Fridays and Saturdays.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed EKANAYAKEMUDIYANSELAGE BANDA to act as Registrar of Births and Deaths of Gravets division, and of Marriages (General) of Nuwara Eliya town and Gravets division, in the Nuwara Eliya District of the Central Province, for thirty days from April 23, 1928, during the absence of the Registrar, HERAT ATAPATTU WASALA MUDIYANSELAGE HERAT BANDA PETHYAGODA, on leave. His office will be at house No. 54, at Nanu-oya.

The Additional Assistant Provincial Registrar, Galle, has appointed DODAMPEGAMAGE DON DINES DE SILVA 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, on April 16, 1928, *vice* Registrar, WITANAWASAN JEEEES DE SILVA, suspended. His office will be at Talagahawatta in Tellambure.

The Additional Assistant Provincial Registrar, Galle, has appointed KALUHAT VALENTINE DE ABREW WIJESINGHE to act as Registrar of Births and Deaths of Welitara division, and of Marriages (General) of Bentota-Walallawiti korale division, in the Galle District of the Southern Province, for twelve days from April 17, 1928, during the absence of the Registrar, C. D. ZOYSA ABAYASRIWARDENA, on leave. His offices will be at Hambanwatta in Godagedara for Births and Deaths and Mawatabodawatta in Patagangoda for Marriages.

The Additional Assistant Provincial Registrar, Galle, has appointed DON ANDRAYAS RUBASINHA GUNAWARDENA to act as Registrar of Births and Deaths of Neluva division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for seven days from April 19, 1928, during the absence of the Registrar, DON JAMES RUBASINHA GUNAWARDENA, on leave. His office will be at Okandewatta at Batuwangala.

The Additional Assistant Provincial Registrar, Galle, has appointed ELGIN DE SILVA WEERASURIYA to act as Registrar of Births and Deaths of Kataluwa division, and of Marriages (General) of Talpe pattu division, in the Galle District of the Southern Province, for eight days from April 19, 1928, during the absence of the Registrar, WILLIAM WARNASURIYA, on leave. His office will be at Nala-arambewatta in Kataluwa.

The Additional Assistant Provincial Registrar, Galle, has appointed EDWIN HENRY DIAS WIJEWICKRAMA to act as Registrar of Births and Deaths of Weragoda division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on April 19, 1928, during the absence of the Registrar, HIKKADUWE VIDANERALLAGE DON ARTHUR ABAYARATNE WICKRAMASINHA, on leave. His offices will be at Pingahawatta in Godagama and Achariaramba *alias* Kumarungewatta in Alutwala.

The Additional Assistant Provincial Registrar, Galle, has appointed EDO TRIMAHAWITANA to act as Registrar of Births and Deaths of Dellawa division, and of Marriages (General) of Hinidum pattu division, in the Galle District of the Southern Province, for five days from April 21, 1928, during the absence of the Registrar, P. ABEGUNAWARDENA, on leave. His office will be at Pahalagedarawatta in Dewalegama.

The Additional Assistant Provincial Registrar, Galle, has appointed CHARLES HECTOR WIJESINHA to act as Registrar of Births and Deaths of Diwiture division, and of Marriages (General) of Gangaboda pattu division, in the Galle District of the Southern Province, for sixteen days, from April 25, 1928, during the absence of the Registrar, ANDRAYAS HECTOR WIJESINHA, on leave. His offices will be at Pinitaragodellewatta in Ampegama, Putuwegodawatta in Waduwebiwtiya, and Radawaliyadda at Akuratiya.

The Assistant Provincial Registrar, Matara, has appointed DON HENDRICK ABEYSIRIWARDENNA to act as Registrar of Births and Deaths of Kirinda division, and of Marriages (General) of Gangaboda pattu division, in the Matara District of the Southern Province, for eighteen days from April 15, 1928, during the absence of the Registrar, CUMARADASA ABEYSIRIWARDHENA, on leave. His office will be at Giruwamullegodagedarawatta in Puhulwella.

The Assistant Provincial Registrar, Matara, has appointed DON CHARLES KUMASARU to act as Registrar of Births and Deaths of Ranchagoda division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for seventeen days, from April 16, 1928, during the absence of the Registrar, DON NICHOLAS KUMASARU, on leave. His offices will be at Hikkotawatta in Ranchagoda and Mahagedarawatta in Horapawita.

The Additional Assistant Provincial Registrar, Matara, has appointed KAHAGALAGAMAGE FRANCIS DE SILVA to act as Registrar of Marriages (General) of Matara town and Gravets division, in the Matara District of the Southern Province, for two days from April 19, 1928, during the

absence of the Registrar, DAVID ROBERT WIRASEKERA, on leave. His office will be at the Old District Court building, Fort, Matara.

The Assistant Provincial Registrar, Matara, has appointed FRANCIS OBEYSEKERA 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 twenty days from April 20, 1928, during the absence of the Registrar, HEWA MADDUMALIYANAGE DON DEONIS, on leave. His offices will be at Borellehena in Parawahera and Gurunkandhenawatta in Aparekka.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ARUKATTI PATABENDIGE MENDIAS to act as Registrar of Births and Deaths of Moderagam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for three days from April 2, 1928, during the absence of the Registrar, DON JAKORIS EDIRI WICKRAMASURIYA, on leave. His office will be at Siyambalagahawatta in Tawaluwila.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON MOWLIS WIJESSEKERA DISANAYAKA to act as Registrar of Births and Deaths of Paragam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for seven days from April 4, 1928, during the absence of the Registrar, CHETWNYD ABESUNDERA WIRASINHE, on leave. His office will be at Bulugahawatta *alias* Walauwewatta in Welipitiya.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ARUKATTI PATABENDIGE MENDIAS to act as Registrar of Births and Deaths of Moderagam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, on April 10, 1928, during the absence of the Registrar, DON JAKORIS EDIRI WICKRAMASURIYA, on leave. His office will be at Siyambalagahawatta in Tawaluwila.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON DAVITH WICKRAMASEKERA RAJAPAKSA to act as Registrar of Births and Deaths of Tangalla outside the town division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for four days from April 11, 1928, during the absence of the Registrar, WICKRAMA ARACHCHIGE CHARLIS, on leave. His office will be at Parawatta in Polommaruwa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed ARUKATTI PATABENDIGE MENDIAS to act as Registrar of Births and Deaths of Moderagam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for two days from April 16, 1928, during the absence of the Registrar, DON JAKORIS EDIRI WICKRAMASURIYA, on leave. His office will be at Siyambalagahawatta in Tawaluwila.

The Additional Assistant Provincial Registrar, Hambantota, has appointed WANNIGAMAGE DON NIKULAS to act as Registrar of Births and Deaths of Wewugam palata division, and of Marriages (General) of East Giruwa pattu division, in the Hambantota District of the Southern Province, for fourteen days, from April 16, 1928, during the absence of the Registrar, DON DISANIS KULATUNGA, on leave. His office will be at Pundhiwalawwewatta in Dabarella.

The Additional Assistant Provincial Registrar, Hambantota, has appointed SRISENA SAMARAKON SINGAPPULI to act as Registrar of Births and Deaths of Kahawatta Upper Division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for five days from April 16, 1928, during the absence of the Registrar, JOHANNES ABRAHAM SINGAPPULI, on leave. His offices will be at Angahawatta in Mahahilla and Galhressawatta in Waharaggoda.

The Additional Assistant Provincial Registrar, Hambantota, has appointed DON BASTIAN HELIYAGODA to act as Registrar of Births and Deaths of Western Walakada division, and of Marriages (General) of Magam pattu division, in the Hambantota District of the Southern Province, for three days from April 20, 1928, during the

absence of the Registrar, DON JAMES DE SILVA SUDUSINHA, on leave. His office will be at Malittangahawatta in Wanduruppa.

The Additional Assistant Provincial Registrar, Hambantota, has appointed LIYANA PATIRANAGE DON CAROLIS to act as Registrar of Births and Deaths of Julampitiya division, and of Marriages (General) of West Giruwa pattu division, in the Hambantota District of the Southern Province, for eleven days from April 20, 1928, during the absence of the Registrar, KODIKARAGE DON PENERIS, on leave. His office will be at Mammorugahawatta in Hillegeayina.

The Assistant Provincial Registrar, Jaffna, has appointed NAMASIVAYAM SUPPAIAH to act as Registrar of Births and Deaths of Kachehay division, in the Jaffna District of the Northern Province, for nine days from April 23, 1928, during the absence of the Registrar, MAPPANA MUTALIYAR KANAPATIPILLAI SITHAMPARAPILLAI, on leave. His office will be at Kadlaipattin in Chandampokkadi; station: Manavalpillai Kiddanki in Kodikamam.

The Assistant Provincial Registrar, Mullaitivu, has appointed TAMPAIYA PONNAIYA to act as Registrar of Births and Deaths of Naduchcheddikkulam division, in the Mullaitivu District of the Northern Province, for thirty days from April 3, 1928, during the absence of the Registrar, KARTHIKESU NAKAMANY, suspended. His office will be at the Vidhan's house, Rasentirankulam.

The Assistant Provincial Registrar, Mullaitivu, has appointed THIYAKAR NAKAMANI to act as Registrar of Births and Deaths of Kilakkumulai South division, in the Mullaitivu District of the Northern Province, for thirty days, from April 3, 1928, during the absence of the Registrar, TAMU UDAIYAR CHELLIAR, suspended. His office will be at the Vidhan's house, Vavuniya.

The Assistant Provincial Registrar, Batticaloa, has appointed PARAMACCUDDI SINNATAMBY to act as Registrar of Births and Deaths of Mammunai East (south-central) division, and of Marriages (General) of Mammunai pattu north division, in the Batticaloa District of the Eastern Province, for nineteen days from April 12, 1928, during the absence of the Registrar, PARAMACCUDDI VAMPILLAI, on leave. His office will be at Aruppenni.

The Assistant Provincial Registrar, Trincomalee, has appointed KANTHIAU KUMARASAMY to act as Registrar of Births and Deaths of Temblegem East division, and of Marriages (General) of Temblegem pattu division, in the Trincomalee District of the Eastern Province, for eleven days from April 20, 1928, during the absence of the Registrar, KASINATHER AMPALAVANAPILLAI, on sick leave. His office will be at Sinnakinniya.

The Assistant Provincial Registrar, Trincomalee, has appointed ARUNABALAM RASIAH to act as Registrar of Births and Deaths of Koddiyar West division, and of Marriages (General) of Koddiyar pattu division, in the Trincomalee District of the Eastern Province, for thirty days from May 1, 1928, during the absence of the Registrar, ARIATHAMBY VELUPPILLAI, on leave. His office will be at Mallikaitivu, and additional office at Theppur.

The Assistant Provincial Registrar, Kurunegala, has appointed RATNAMALALA BANDARAJAYE PUNCI BANDA WANNINAYAKE to act as Registrar of Births and Deaths of Kawenna korale division, and of Marriages (General) of Wann hatpattu division, in the Kurunegala District of the North-Western Province, for thirty days from April 25, 1928, during the absence of the Registrar, LANSAKARA JAYASUNDARA MUDIYANSILAGE DISURU BANDA, interdicted from duty. His office will be at Belalle.

The Assistant Provincial Registrar, Puttalam, has appointed FRANCIS ANTHONY PILLAI to act as Registrar of Births and Deaths of Puttalam pattu south division, in the Puttalam District of the North-Western Province, for sixteen days from April 1, 1928, during the absence of the Registrar, VINASITAMBY RAMAINGAM, retired. His office will be at Madurankuly.

The Assistant Provincial Registrar, Puttalam and Chilaw, has appointed PETER HERAT RASINDI to act as Registrar of Marriages (General) of Pitigal korale north division, in the Chilaw District of the North-Western Province, for eight days from April 20, 1928, during the

absence of the Registrar, PALLAWALA ARACHCHIGE DON PAULIS PERERA, on leave. His office will be at Ihalgama, Madampe.

The Provincial Registrar, Ratnapura, has appointed PANANE DASSANAYAKA MUDIYANSELAGE TIKIRI BANDARA NEDUNGAMUWA to act as Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Kukulukorale division, in the Ratnapura District of the Province of Sabaragamuwa, for thirty days from April 10, 1928, during the absence of the Registrar, CHARLES PETER DELGODA, on leave. His office will be at Pinnagodawatta in Kukulegama.

The Assistant Provincial Registrar, Kegalla, has appointed PALISKARA MUDIYANSELAGE PUNCHIAPPUHAMY to act as Registrar of Births and Deaths of Dehigampal Megodapota division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for three days from March 29, 1928, during the absence of the Registrar, JAYASINHA MUDIYANSELAGE CHARLES APPUHAMY, on leave. His office will be at Hitinawatta in Karawudeniya.

The Assistant Provincial Registrar, Kegalla, has appointed RUPESINGHEARATCHIGE PETER SINGHO to act as Registrar of Births and Deaths of Atulugama korale west division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, for fourteen days from May 1, 1928, during the absence of the Registrar, HEWARALLAGE THEPANIS APPUHAMY, on leave. His office will be at Ambalameowitawatta in Magammama.

The Assistant Provincial Registrar, Kegalla, has appointed HENADIRIKANKANAMALAGE DON PETER APPUHAMY to act as Registrar of Births and Deaths of Panawal korale east division, and of Marriages (General) of Three Korales and Lower Bulatgama division, in the Kegalla District of the Province of Sabaragamuwa, on April 11, 1928, during the absence of the Registrar, DISANAYAKA ATAPATTU MUDIYANSELAGE PUNCHIBANDA, on leave. His office will be at Pahalawalawewatta in Panawala.

Registrar-General's Office,
Colombo, April 23, 1928.

C. COOMARASWAMY,
Registrar-General.

GOVERNMENT NOTIFICATIONS.

O 105/28

IT is hereby notified that the following days will be observed as Public Holidays on account of the Wesak festival:—

May 3, 1928 (Wesak).

May 4, 1928 (the day following Wesak).

May 3, 1928, will also be observed as a Bank Holiday.

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

By His Excellency's command,

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 Mr. George Reginald de Silva of Green Lodge, Kotahena, Colombo, has been duly elected as Member of the Legislative Council for the above-named constituency.

Colonial Secretary's Office,
Colombo, April 25, 1928.

A. G. M. FLETCHER,
Colonial Secretary.

"THE CEMETERIES AND BURIALS ORDINANCE, 1899."

K 306/28

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

By His Excellency's command,

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

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Lot 31 in final village plan No. 1,645.

Name of land: Minipittaniya.

Situation: Metiwalagama in Baladora korale of Dewamedi hatpattu of the District of Kurunegala, North-Western Province.

Boundaries: North by lots 30 and 25 in final village plan No. 1,645; and on all other sides by lot 25 in final village plan No. 1,645.

Extent: 1 rood and 2 perches.

"THE CEMETERIES AND BURIALS ORDINANCE, 1889."

K 307/28

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, 1889," and on the recommendation of the "proper authority," to wit, the Assistant Government Agent of the District of Kegalla, Province of Sabaragamuwa, 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 27, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

SCHEDULE REFERRED TO.

Lot 2 in preliminary plan No. 3,692.
Name of land: Balahenewatta.
Situation: Wendala village in Megodapota pattuwa of Dehigampal korale in Three Korales, in the District of Kegalla, Province of Sabaragamuwa.
Boundaries: North by title plan No. 99,935; east by Dummalahahenewatta (coconut garden and ea) claimed by H. Cornelis Appu and Balahenewatta claimed by K. Mohotti Appu (lot 18 in preliminary plan No. 1); south and west by lot 1 in preliminary plan No. 3,692.
Extent: 3 roods and 22 perches.

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

U 12/26

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

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

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

BY-LAWS.

By-law 3 (c) of the by-laws made under section 27 of "The Housing and Town Improvement Ordinance, No. 19 of 1915," and published by Notification dated September 22, 1927, in *Government Gazette* No. 7,607 of September 23, 1927, is amended as follows:—

1. For the words "from this area shall be excluded the following area" substitute the words "from this area shall be excluded the following areas."
2. The figure (i.) shall be inserted immediately before the description of the area excluded from the operation of by-law 3 (c).
3. The following additional area shall be excluded from the operation of by-law 3 (c) and shall be numbered (ii.).
(ii.) An extent of 5 acres 1 rood 5·25 perches (bearing assessment Nos. 714/41, 714A/41, Timbirigasyaya road, and 719/4, 720/5, 721/6, Fife road; bounded as follows: on the north by path separating this land from the property of G. Appu and others, property of W. H. Boteju, and property of Gabriel Appu and others; east by property of L. A. Appuhamy and others, land belonging to Kahavidanage Pelis Appuhamy, land belonging to Mahallage Don Robert and others, and land belonging to Mohandirange William Rodrigo; south by remaining part of same land belonging to Mahallage Dona Porentina and 3 others, Fife road, and property of the late Agiris Mendis Muhandiram; and on the west by property of M. Almeda and Timbirigasyaya road as per plan No. 961 dated October 15, 1926, made by E. M. Anthonisz, Surveyor, which extent of 5 acres 1 rood 5·25 perches is now bounded as follows: north by the properties of K. Lewis Appuhamy, George de Silva, William Appuhamy and Mrs. A. R. N. Phegara; east by the property of Mrs. A. R. N. Phegara, B. Fernando, C. D. Aron Appuhamy, G. de S. Senewiratne, and G. D. Aron Appuhamy; south by the property of E. C. Senewiratne, Fife road, and the properties of Simon Silva and E. A. H. Didi; and on the west by property of E. A. H. Didi and Timbirigasyaya road.

"THE CEYLON POST OFFICE ORDINANCE, 1908."

P 10/26

RULE made by His Excellency the Governor in Executive Council, in pursuance of the powers in him vested by sections 9 and 10 of "The Ceylon Post Office Ordinance, 1908," and sections 11 (1) (a) and 11 A of "The Interpretation Ordinance, 1901."

Colonial Secretary's Office,
Colombo, April 18, 1928.

By His Excellency's command,

A. G. M. FLETCHER,
Colonial Secretary.

RULE.

Rule 48 of the rules made under "The Ceylon Post Office Ordinance, No. 11 of 1908," published by Notification dated February 28, 1909, in the Supplement to the *Government Gazette* No. 6,297 of the same date, as amended by the Notification dated January 17, 1914, in *Government Gazette* No. 6,603 dated January 23, 1914, the Notification dated November 11, 1918, in *Government Gazette* No. 6,977 of November 14, 1918, and the Notification dated April 21, 1927, in *Government Gazette* No. 7,578 of April 22, 1927, is hereby repealed, and the following substituted therefor as from and after April 20, 1928:—

48. *Registered Newspapers: Postage.*—(1) The prepaid rate of postage on copies of publications registered for transmission at the inland newspaper rate, including any supplements thereto, is 2 cents for every copy not exceeding 8 oz. in weight, with a further charge of 2 cents for every additional 8 oz. or fraction of 8 oz.

(2) The rate is a rate per copy, and if two or more copies are sent in a single packet, each copy is liable to the same postage as if posted separately. But in no case will a copy or a packet of such copies be chargeable with a higher rate than that chargeable on a printed matter open packet of the same weight.

(3) No copy or packet of copies may weigh more than 2 lb. or exceed 2 ft. in length, or 1 ft. in width or depth or, if made up in the form of a roll, 30 in. in length and 4 in. in diameter.

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

X 22/27

WHEREAS in terms of rule 4 of the rules published by Excise Notification No. 146 dated August 14, 1925, in *Government Gazette* No. 7,478 of August 14, 1925, as amended by Excise Notification No. 169 dated November 12, 1927, published in the *Government Gazette* No. 7,615 dated November 18, 1927, His Excellency the Governor in Executive Council was pleased to postpone the local option polls for the regranting of tavern licences in the Jaffna Peninsula by Notification in *Gazette* No. 7,615 of November 18, 1927, to a date to be fixed thereafter by the Governor by a further order published in the *Gazette*.

Now, therefore, His Excellency the Governor is pleased to order, and it is hereby ordered that the said polls shall be fixed for the dates specified in the second column of the schedule hereto annexed.

It is hereby further notified that by virtue of the powers in Him vested by rule 18 of the rules appearing in Excise Notification No. 146 published in *Government Gazette* No. 7,478 of August 14, 1925, His Excellency the Governor in Executive Council has been pleased to direct that the local option polls notified in *Government Gazette* No. 7,608 of September 30, 1927, in respect of the taverns and areas set out in the first and fifth columns of the schedule hereto shall be held at the polling centres set out in the fourth column of the schedule at the times prescribed in the third column of the said schedule.

By His Excellency's command,

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

SCHEDULE.

Name of Tavern.	Date. 1928.	Time of Polling.	Polling Centre.	Area.
Kilaly T. T.	.. May 18	.. 8 A.M. to noon and 1.30 P.M. to 4.30 P.M.	Kilaly Roman Catholic Vernacular school	Kilaly
Masar T. T.	.. May 18	.. do.	Soranpattu Church Mission Society school	Masar, Muhavil, and Soranpattu
Mirusuvil T. T.	.. May 19	.. do.	Mirusuvil Roman Catholic school	Mirusuvil, Sandampokkaddy, and Kudamian
Palavy T. T.	.. May 21	.. do.	Kachchai American Mission Vernacular school	Palavi, Kachchai, and Sandampokkaddy
Allarai T. T.	.. May 22	.. do.	do.	Allarai, Kachchai, and Vellampokkaddy
Eluthumadduval South and North toddy taverns	May 22	.. do.	Eluthumadduval Church Mission Society school	Eluthumadduval South and North
Meesalai North and South toddy taverns	May 23	.. 8 A.M. to 7 P.M.	Meesalai North Hindu school	Meesalai North and South and Vellampokkaddy
Idaikurichchi T. T.	.. May 24	.. 8 A.M. to noon and 1.30 P.M. to 4.30 P.M.	Varany American Mission Vernacular school	Idaikurichchi, Karampaikurichchi, and Varany North
Chavakachcheri South T. T.	May 25	.. 8 A.M. to 7 P.M.	Chavakachcheri resthouse for Chavakachcheri South and Nunavil East Sankatanai English school for Chavakachcheri North, Meesalai South, and Allarai	Chavakachcheri North and South, Nunavil East, Meesalai South, and Allarai
Karayur - Chundikuli (Koiyatoddam) and Vannarponne South-east (Ariyakulam) toddy taverns	May 26	.. do.	Jaffna Catholic Club for District Council divisions Nos. 1 and 2 Jaffna Kachcheri sale bungalow for divisions Nos. 3, 4, and 5 Cherniya street Wesleyan Mission school for division No. 6 Koddady Namasivayam Vidhyasalai for divisions Nos. 7 and 8	Whole of Jaffna Urban District Council area
Vannarponne South-west T. T.	May 28	.. do.	Koddady Namasivayam Vidhyasalai	Urban District Council divisions Nos. 7 and 8

K 360/28

It is hereby notified that Government has interdicted Petition Drawer S. T. Sinhasena from drawing petitions addressed to Government or to any Head of a Government Department or other public officer for a period of one year from April 21, 1928.

By

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

NOTICES CALLING FOR TENDERS.

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

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

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

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

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

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

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

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

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

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

7. Tenders should be marked "Tender for the Conveyance of Mails between Puttalam and Kurunegala" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 29, 1928.

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

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

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

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

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

13. Further particulars regarding the terms of the contract will be found in the contract form, Post Office

N 10 a copy of which will be sent when forwarding tender forms. Further information about the terms of the contract and any other information can be obtained on application to the Postmaster-General.

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

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

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

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

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

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

General Post Office,
Colombo, April 21, 1928.

M. S. SRESHTA,
Postmaster-General.

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

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

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

4. Tenders should be marked "Tender for Diets, — Hospital" in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on June 12, 1928.

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

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

7. If required, samples must be deposited.

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

security for the due performance of the contract. The amount deposited for tender forms will form part of the security.

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

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

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

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

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

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

J. F. E. BRIDGER,

Director of Medical and Sanitary Services.

Colombo, April 24, 1928.

SCHEDULE REFERRED TO.

Service.	Tender Deposit.		Security. Rs.
	Rs.	Rs.	
Supply of cooked provisions without milk to Jaffna hospital ..	300	..	600
Supply of cooked provisions with milk to the following institutions :—			
Kilinochchi hospital ..	100	..	200
Mannar hospital ..	100	..	200
Mantota hospital ..	100	..	200
Mullaittivu hospital ..	100	..	200
Point Pedro hospital ..	200	..	400
Talaimannar hospital ..	100	..	200
Vavuniya hospital ..	200	..	400
Chavakachcheri hospital ..	200	..	400

TENDERS are hereby invited for the purchase of the following old material from persons willing to buy same, viz. :—

A.—Materials lying at the Locomotive Workshops at Maradana—

	Approximate Tons.
Old wheel centres with tyres ..	50
Old wrought iron and mild steel scrap ..	400
Old wrought iron and mild steel scrap (small pieces) ..	200
Old wheel tyres, engine, carriage, and wgggon	300
Old spring plates ..	75
Old spring steel (various) ..	20
Old cast steel ..	15
Old steel tubes ..	10
Old steel U. P. R. wheels ..	5

B.—Materials lying at the Workshop of the District Engineer, Central District, Dematagoda—

	Approximate Tons.
Iron and mild steel scrap ..	6
Short pieces rails under about 2 feet ..	6

C.—Materials lying at the Workshop of the District Engineer, Upper District, Kandy—

	Approximate Tons.
Pressed steel trolley wheels ..	1
Iron and mild steel bolts ..	30
Dogspikes ..	45
Scrap bolts and nuts ..	8
Scrap iron (various) ..	2
Double head rail tie bars ..	2½

D.—Materials lying at the Workshop at Bandarawela—

	Approximate Tons.
Scrap bolts and nuts ..	5
The above quantities are approximate.	

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 purchase of Old Material" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, June 5, 1928.

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

6. A deposit of Rs. 100 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachcheri, or Colombo Bank, and a receipt produced for the same before any form of tender is issued; and should the person whose tender has been accepted decline to make payment and take delivery of the articles in question, or fail to remove them within the time specified by the General Manager, such deposit shall 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. Should, however, he pay the charges due and remove the material in the specified time, the deposit of Rs. 100 will be refunded. The deposits of all other tenderers whose tenders have not been accepted will be refunded.

7. Applications from outside Ceylon accompanied by a draft on a Colombo Bank in favour of the Hon. the Treasurer of Ceylon will be considered on intimation being received from the Bank that such a draft has been placed to the credit of Government.

8. Tenders from tenderers not resident in the Colony will not receive consideration, unless submitted by a duly constituted agent resident in the Colony specially empowered to tender for the same.

9. Tenderers should, before tendering, inspect the old material which can be seen on application to the Railway Officers concerned at the places mentioned above. Once a tender has been accepted no excuse whatever as regards the quality, &c., of the material will be accepted.

10. Payment must be made within three weeks after notification of acceptance of tender, and the material must be removed within two months from date of payment.

11. All alterations or erasures in tenders should bear the initials of the tenderers, otherwise the tenders will 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. The Government reserves to itself the right, without question, of rejecting any or all tenders, and the right of accepting any portion of a tender.

14. 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 23, 1928.

T. E. DUTTON,
General Manager.

TENDERS are hereby invited for the supply of liquid fuel to the Railway Department for use in industrial furnaces and in other ways other than as a locomotive fuel from October 1, 1928, to September 30, 1929.

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

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

4. Tenders should be marked "Tender for the Supply of Liquid Fuel to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 29, 1928.

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

6. A deposit of Rs. 25 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kachoheri or Bank in Colombo, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security within ten days of receiving notice in writing from the Head of the Department or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Applications from outside Ceylon, accompanied by a draft on a Colombo Bank in favour of the Hon. the Treasurer of Ceylon, will be considered on intimation being received from the Bank that such a draft has been placed to the credit of Government.

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. The successful tenderer must lodge a cash security of Rs. 1,000.

9. Tenders from tenderers not resident in the Colony will not receive consideration unless submitted by a duly constituted agent resident in the Colony specially empowered to tender for the same and to execute a valid contract in that behalf and to fulfil all the terms of the contract. In the case of local firms tendering as agents of firms outside Ceylon, the "duly constituted" agents should hold a power of attorney from their principals to enable them to enter into a contract should their tender be accepted.

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

11. No tender will be considered unless in respect of it all the conditions herein laid down have been strictly fulfilled. Any offers received containing conditions the specification will be rejected without question.

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

13. 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.

14. The minimum quantity of liquid fuel to be supplied during the above-mentioned period shall be 200,000 gallons per annum, and the maximum quantity 600,000 gallons per annum.

15. Tenderers should state in the tender forms separate prices per gallon for delivery to the General Manager of the Railway under the following conditions, viz. :—

(a) Delivery at the contractor's Colombo installation.

(b) Delivery by tank carts and in Government packages at Maradana or elsewhere within the gravets of Colombo.

(c) Delivery into tank wagons at contractor's Colombo installation.

16. The contractor shall not assign or transfer the contract or any interest therein without the permission in writing of the General Manager of the Railway.

17. The price per gallon paid by the General Manager of the Railway shall include cost, insurance, and freight, and all other expenses up to delivery at contractor's store, or at Maradana or elsewhere within the gravets of Colombo. The cup holes in tins and drums in which liquid fuel is supplied, should be soldered by the contractor.

18. Payments for the liquid fuel will be made within 14 days of delivery.

19. Any payments for which the contractor may be liable shall be deducted by the General Manager of the Railway from any moneys which may be due to the contractor under the contract, provided that nothing in the contract shall affect the General Manager of the Railway's right to recover such payments by action at law.

20. Subject to the provisions of clause 21 below, if the contractor fails to supply liquid fuel on the conditions laid down in the contract, or shall commit a breach of any of the covenants on the contractor's part to be observed and performed, then and in any of the said cases the General Manager of the Railway shall be at liberty, by notice in writing, to forthwith determine the contract, and thereupon the contractor shall be liable to pay to the General Manager of the Railway all cost and expenses incurred by reason of such failure to supply liquid fuel or by such breach of covenant, and shall in addition be liable to forfeit the sum of Rs. 1,000 which must be deposited by the contractor as security for the due performance of the terms of the contract, and which said sum of Rs. 1,000 shall be paid and forfeited as liquidated damages and not by way of a penalty, and shall not be deemed to include the costs and expenses hereinafter referred to.

21. Should tenderers desire to claim exemption from any penalties laid down in this notice on the grounds of exceptional and unforeseen difficulties, such as the act of God, &c., they must specify fully on the tender form the conditions under which they propose to claim exemption.

22. The decision of the General Manager of the Railway as to whether the contractor has been guilty of any breach of the covenants and conditions on the part of the contractor to be done, observed, and performed, and upon all questions arising out of or incidental to the contract, shall be deemed final and conclusive, and the contractor shall be bound thereby.

23. 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 issue a power of attorney to a person, whose name is in the defaulting contractors' list authorizing him to carry on the contract, nor shall he employ any person, whose name is on the said 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.

24. 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.

25. Should the contractor at any time during the execution of this contract find that he will be unable to deliver the liquid fuel or any portion of it within the period

nanted, he shall at once give notice accordingly to the General Manager of the Railway, who shall have an absolute discretion either to grant an extension of time or to determine the contract and recover damages as provided hereinbefore in condition 20.

26. If any of the liquid fuel supplied is objected to by the Railway Storekeeper as not being of the quality contracted for, or as being inferior in quality, and if such objection be confirmed by the Government Analyst at the expense of the contractor, the General Manager of the Railway shall be at liberty to deduct from the price of such liquid fuel such sums as he may consider justifiable by reason of the inferior quality of the liquid fuel, or he may reject such liquid fuel. Whenever any liquid fuel is so rejected, the contractor shall, at his own cost and expense forthwith remove such rejected liquid fuel, and pending such removal the liquid fuel shall remain and be at the risk of the contractor, and the contractor shall, in addition to any other penalty, be liable to refund to the General Manager of the Railway the cost incurred in the handling of such rejected liquid fuel, and the amount of the cost so incurred, when certified under the hand of the General Manager of the Railway, shall be deemed final and conclusive for the purpose of such refund.

27. If the contractor at any time fail to supply the liquid fuel at the time and in the quantities specified in clause 14 of this notice or should any liquid fuel be rejected, the General Manager shall be at liberty to purchase elsewhere, at whatever price he may deem fit, such quantity of liquid fuel as the contractor may have failed to supply or as may have been rejected, and should the liquid fuel so purchased cost more than the contract price, the contractor shall be liable to pay to the General Manager the full amount of the excess cost, together with all expenses attending the purchase and procuring of the same.

28. If any difference or dispute shall arise between the parties of this contract as to the true intent and meaning of any of the conditions herein contained, either party may forthwith give the other notice in writing of the existence of such difference or dispute, and such difference or dispute shall be referred to arbitration of a person mutually agreed upon. The award of the arbitrator shall be final, conclusive and binding on both parties. The losing party shall bear the cost of the arbitration.

General Manager's Office,
Colombo, April 23, 1928.

T. F. DUTTON,
General Manager.

TENDERS are hereby invited for the supply of petrol to the Railway Department for the period of twelve months from October 1, 1928, to September 30, 1929.

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

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

4. Tenders should be marked "Tender for the Supply of Petrol to the Railway Department" in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, May 29, 1928.

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

6. A deposit of Rs. 25 in favour of the Hon. the Treasurer of Ceylon will be required to be made at the General Treasury, Colombo, or at any Kacheheri or bank in Colombo; and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Head of the Department, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and the defaulter will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. Applications from outside Ceylon, accompanied by a draft on a Colombo Bank in favour of the Hon. the Treasurer of Ceylon, will be considered on intimation being received from the Bank that such a draft has been placed to the credit of Government.

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. The successful tenderer must lodge a cash security of Rs. 1,000.

9. Tenders from tenderers not resident in the Colony will not receive consideration unless submitted by a duly constituted agent resident in the Colony specially empowered to tender for the same and to execute a valid contract in that behalf and to fulfil all the terms of the contract. In the case of local firms tendering as agents of firms outside Ceylon, the "duly constituted" agents should hold a power of attorney from their principals to enable them to enter into a contract, should their tender be accepted.

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

11. No tender will be considered unless in respect of it all the conditions herein laid down have been strictly fulfilled. Any offers received containing conditions outside the specifications will be rejected without question.

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

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

14. The quantity of petrol to be supplied during the above-mentioned year shall be not less than 30,000 gallons or more than 80,000 gallons, at the discretion of the General Manager of the Railway.

15. The petrol to be supplied must be in accordance with the following British Engineering Standards Association's Specification for motor spirit:—

SPECIFICATION A.—MOTOR SPIRIT.

General.

The liquid shall consist of hydrocarbons and be free from visible impurities.

Distillation.

The range of distillation shall conform to the following limits of temperature:—

When the liquid is distilled according to the standard method, the first drop temperature indicated by the thermometer shall not exceed 55° C.

When 20 per cent. by volume of the distillate has been collected, the temperature indicated by the thermometer shall not exceed 105° C.

The whole of the liquid shall have distilled when the temperature indicated by the thermometer is 225° C.

Acidity.

The motor spirit shall be free from mineral acid.

16. Tenderers should state in the tender forms separate prices per gallon for delivery to the General Manager of the Railway under the following conditions, viz.:—

(a) Delivery over ship's side in Colombo Harbour.

(b) Delivery ex the contractor's store in Government packages.

(c) Delivery in bulk at the Railway Stores.

(d) Delivery in the contractor's packages at the Railway Stores.

The rates tendered for all the items must be exclusive of import duty. The successful tenderer (hereinafter called "the contractor") must inform the Railway Storekeeper of the expected arrival of shipments of petrol in sufficient time to enable him to pass Customs Clearance Certificates for whatever quantity is required by him to maintain reasonable stocks.

17. The contractor shall undertake to provide sufficient shipments of petrol during the continuance of the contract, whereby sufficient petrol may be delivered to the General Manager of the Railway to enable the Railway petrol store to be kept properly stocked. Should the contractor fail to carry out this undertaking he shall make good the deficiency by supplying without extra cost to the Government, sufficient petrol from his store.

18. The petrol shall be delivered in accordance with the conditions laid down in clause 16 (a), (b), (c), and (d). In the case of (a) and (d) the petrol shall be delivered either in substantially constructed steel drums or in hermetically sealed tins securely packed in strongly constructed wooden cases. In either case the receptacles must be so constructed and secured as to prevent any possibility of leakage or damage during transport by train, and the contractor must satisfy the General Manager of the Railway that they are so constructed and secured. The tenderers shall specify on the tender form whether they require the empty receptacles to be returned.

19. The General Manager of the Railway shall be at liberty to issue petrol to other Government Departments from stocks supplied by the contractor under the conditions of the contract.

20. The price per gallon paid by the General Manager of the Railway shall include cost, insurance, and freight, and all other expenses up to delivery either over ship's side *ex* contractor's store, or at the Railway Stores, as the case may be, as defined in clauses 16 and 17 above, and it shall also include the use of the receptacles in which the petrol is delivered. Should the contractor specify that the empty receptacles are to be returned to him, the General Manager of the Railway will undertake that they shall not be used for any other purpose and that they will be returned as promptly as possible to the contractor.

21. Payments for the petrol will be made within 14 days of delivery.

22. If any of the petrol supplied is objected to by the Railway Storekeeper as not being of the quality contracted for, or as being inferior in quality for the standard specification of petrol aforementioned (see clause 15), and if such objection be confirmed by the Government Analyst at the expense of the contractor, the General Manager of the Railway shall be at liberty to deduct from the price of such petrol such sums as he may consider justifiable by reason of the inferior quality of the petrol, or he may reject such petrol. Whenever any petrol is so rejected the contractor shall, at his own cost and expense, forthwith remove such rejected petrol, and pending such removal the petrol shall remain and be at the risk of the contractor, and the contractor shall, in addition to any other penalty, be liable to refund to the General Manager of the Railway the cost incurred in the handling of such rejected petrol, and the amount of the cost so incurred, when certified under the hand of the General Manager of the Railway, shall be deemed final and conclusive for the purpose of such refund.

23. Subject to the provisions of clause 26 below, if the contractor shall at any time fail to supply the petrol ordered or should any petrol supplied be rejected as provided for in clause 22, and be not promptly replaced by the contractor with petrol of an acceptable quality, the General Manager of the Railway shall be at liberty to purchase elsewhere, at whatever price he may deem fit, such quantity of petrol as the contractor may have failed to supply; and should the petrol so purchased by the General Manager of the Railway cost more than the price agreed upon in the contract, the contractor shall be liable to pay the General Manager of the Railway the full amount of such excess cost, together with all expenses attending the purchase and procuring of the same.

24. Any payments for which the contractor may be liable under the conditions of clauses 22 and 23, shall be deducted by the General Manager of the Railway from any moneys which may be due to the contractor under the contract, provided that nothing in the contract shall affect the General Manager of the Railway's right to recover such payments by action at law.

25. Subject to the provisions of clause 26 below, if the contractor fails to supply petrol on the conditions laid down in this notice or in the contract agreement, or shall supply petrol inferior in quality to the standard specification

of petrol aforementioned (see clause 15), or shall commit a breach of any of the covenants on the contractor's part to be observed and performed, then and in any of the said cases the General Manager of the Railway shall be at liberty, by notice in writing, to forthwith determine the contract, and thereon the contractor shall be liable to pay to the General Manager of the Railway all cost and expenses incurred by reason of such failure to supply petrol or by the supplying of petrol of inferior quality or by such breach of covenant, and shall in addition be liable to forfeit the sum of Rs. 1,000, which must be deposited by the contractor as security, for the due performance of the terms of the contract, and which said sum of Rs. 1,000 shall be paid and forfeited as liquidated damages an not by way of a penalty and shall not be deemed to include the costs and expense be herein before referred to.

26. Should tenderers desire to claim exemption from any penalties laid down in this notice on the grounds of exceptional and unforeseen difficulties, such as the act of God, &c., they must specify fully on the tender form the conditions under which they propose to claim exemption.

27. The decision of the General Manager of the Railway as to whether the contractor has been guilty of any breach of the covenants and conditions on the part of the contractor to be done, observed, and performed, and upon all questions arising out of or incidental to the contract shall be deemed final and conclusive, and the contractor shall be bound thereby.

28. The contractor shall not assign or transfer the contract or any interest therein without the permission in writing of the General Manager of the Railway.

29. 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.

30. If any difference or dispute shall arise between the parties of this contract as to the true intent and meaning of any of the conditions herein contained, either party may forthwith give the other notice in writing of the existence of such difference or dispute, and such difference or dispute shall be referred to arbitration of a person mutually agreed upon. The award of the arbitrator shall be final, conclusive, and binding on both parties. The losing party shall bear the cost of the arbitration.

31. Should the contractor at any time during the execution of the petrol contract find that he will be unable to deliver the petrol or any portion of it within the period named, he shall at once give notice accordingly to the General Manager of the Railway, who shall have an absolute discretion either to grant an extension of time or to determine the contract and recover damages as provided hereinbefore in condition 25.

General Manager's Office,
Colombo, April 23, 1928.

T. E. DETTON,
General Manager.

TENDERS are hereby invited for the purchase of the following old materials from persons willing to buy same, viz. :—

Scrap steel and iron. 60 tons.

The above quantity is approximate.

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 purchase of Old Material," in the left hand corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on May 15, 1928.

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

6. A deposit of Rs. 100 will be required to be made either at the Treasury or Kachcheri, and a receipt produced for the same before any form of tender is issued. Should the person whose tender has been accepted decline to make payment, and take delivery of the articles in question, or fail to remove them within the time specified, such deposit shall 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. Should, however, he pay the charges due and remove the material in the specified time, the deposit of Rs. 100 will be refunded. The deposits of all other tenderers whose tenders have not been accepted will be refunded to them.

7. Tenderers are requested to inspect the old material before tendering, which can be seen on application to the Mechanical Superintendent, at the Office of the Harbour Engineer, and once a tender has been accepted, no excuse whatever as regards the quality, &c., of the material will be accepted.

8. Payment must be made within three days after notification of acceptance of tender, and the material must be removed within one month from date of payment.

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

10. 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.

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

HERBERT K. HILLYER,
for Chairman

Office of the Colombo Port Commission,
Colombo, April 25, 1928.

SCHEDULES of rates are hereby invited for constructing side drains and for repairs to rugged edges along the sides of road, where necessary, on 5th mile, Cotta road.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the Office of the District Engineer, Colombo, in duplicate, duly signed, and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (North), Colombo, and the duplicate addressed to the District Engineer, Colombo, endorsed on the outside "Schedules of Rates for Constructing Side Drains on 5th Mile, Cotta Road," so as to reach the offices of the foregoing officers on or before 12 noon on May 15, 1928. All imported articles, such as cement, &c., will be supplied free of charge to the contractor by the Department, and the rates submitted should be exclusive of the costs of these materials for the items which necessitate their use.

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

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

7. 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, for Director of Public Works.
Colombo, April 25, 1928.

SCHEDULES of rates are hereby invited for 2nd section widening Galle road at Moratuwa, Moratuwa Station road to 11½ milepost.

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

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

4. Schedules of rates must be submitted, in duplicate, on forms to be obtained from the District Engineer, Panadure, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Torrington square, Colombo, and the duplicate addressed to the District Engineer, Panadure, endorsed on the outside "Schedule of Rates for 2nd Section Widening Galle Road at Moratuwa from Moratuwa Station road to 11½ Milepost," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, May 12, 1928.

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

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

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

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

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

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

SCHEDULES of rates are hereby invited for constructing side drains, Kalutara District.

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

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

4. Schedules of rates must be submitted in duplicate on forms to be obtained from the District Engineer, Kalutara, duly signed, dated, and witnessed, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Western Province (South), Terrington square, Colombo, and the duplicate addressed to the District Engineer, Kalutara, endorsed on the outside "Schedules of Rates for Constructing Side Drains, Kalutara District," so as to reach the offices of the foregoing officers on or before 12 noon on May 15, 1928.

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

6. Before tender forms can be issued the intending contractor must deposit a sum of Rs. 25 either at the General Treasury or any local Kachcheri. The receipt must be handed to the District Engineer, Kalutara. The deposit will be refunded to all *bona fide* tenderers after the agreements has been signed by the successful tenderer.

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

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

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

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.
Colombo, April 25, 1928.

TENDERERS are hereby invited for the supply of the under-mentioned materials from October 1, 1928, to September 30, 1929, in the Central Province (North), and delivered at the Public Works Department Yards at Kandy, Nagapattota, Matale, and Nalanda:—

List of Materials.

- Bricks, 9 in. by 4½ in. by 3 in., per 1,000.
- Files, Kandyan, flat, 10 in. by 6 in., per 1,000.
- Files, half-round, ½ in. long, per 1,000.
- Lime, slaked, obtained by burning white coral to a white heat, free from underburnt pieces, particles of stones, or other extraneous matter, thoroughly slaked with water while hot and sifted clean, per bushel of 40-lb.
- Lime, unslaked, of best quality, per bushel of 50-lb.
- Lime, boiled, best, per bushel of 85-lb.
- Clay, white, per bushel of 83-lb.
- Clay, yellow, per bushel of 81-lb.
- Small coral stones (punchi hirigal), per bushel of 65-lb.
- Sand, best, per bushel.
- Charcoal, per cwt.
- Bamboo, each.
- Cadjans, double, 7 feet long, per 100.
- Straw, per 100 bundles, local size.

- Planks, half-infla, 2½ in., per square foot.
- Planks, miffa, 2½ in., per square foot.
- 2 in. by ¾ in. jak reapers, per 1,000 lineal feet.
- Jak rafters, ½ in. by 2 in., per lineal foot.
- 2 in. by 1 in. jak reapers, per 1,000 lineal feet.
- Jak scantings of different sizes, per cubic foot.
- Jak rafters, 4 in. by 2 in., per lineal foot.
- Firewood, per cwt. and per cubic yard.
- Canes for making baskets.

Notes.—(a) The slaked lime is to be delivered in a bushel or 8-bushel measure filled with a shovel mammoty, or basket through a chute, the lime being dropped from a height of at least 12 in. above the measure.

(b) Tenderers must quote for the weights given per bushel and for first quality lime only.

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

4. Tenders must be marked "Tender for the Supply of Materials, Public Works Department, Central Province (North), 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 May 22, 1928.

5. Samples of the articles to be tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Central Province (North), Kandy, not later than 12 noon on May 22, 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 articles adopted in his tender.

7. Persons tendering for local timber should note that it will only be obtained from the successful contractor on such occasions when it is found impracticable to obtain it through the Forest Department.

8. 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.

9. 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, 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.

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

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. 100 for each district 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. Contracts may not be assigned or sublet without the authority of the Tender Board.

14. 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.

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

16. 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.

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.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, April 24, 1928. for Director of Public Works.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1928, to September 30, 1929, for the use of the Public Works Department, in the Hambantota District: delivered in the town of Hambantota.

List of Materials.

Bricks, slop, market size, per 1,000.
Bricks, paving, market size, per 1,000.
Cadjans, double, per 100.
Lime, slaked, per bushel of 42-lb.
Lime, boiled, per bushel of 92-lb.
Coir string, per cwt.
Gunny bags, each.
Tiles, half-round, 14 in., for roof slopes, per 1,000.
Coir brooms with handles.
Ekel brooms with handles.
Baskets, rattan, per 100.

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 Materials, Public Works Department, Southern 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 May 22, 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. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Southern Province, Galle, not later than 12 noon on May 22, 1928.

Bricks, slop, coir string, gunny bags, bricks, paving, tiles, half-round, 14 in.

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 article 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 the 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 execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for the due and faithful performance of the contract.

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

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

13. 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.

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

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 interest 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. 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.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, April 24, 1928. for Director of Public Works.

TENDERS are hereby invited for the supply and delivery of road metal (broken stone to pass through a 2-inch ring) from October 1, 1928, to September 30, 1929, for the use of the Public Works Department. Metal to be loaded (between Kankasanturai and Navatkuli) into special trains arranged by the Department and unloaded at places along the Railway line between Kodikamam and Mankulam, as directed from time to time by the District Engineer, Pallai. Rate per cube of metal including loading into trucks and unloading Rs. ————.

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 Road Metal in the Pallai District, Northern 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 May 22, 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. Samples of the metal tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Northern Province, Jaffna, not later than 12 noon on May 22, 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 article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Northern Province, Jaffna, 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, Northern

Provinces, Jaffna, 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, Northern Province, Jaffna.

10. 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. 350 for the due and faithful performance of the contract.

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

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

13. 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.

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

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.

16. 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.

17. 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.

18. 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 24, 1928.

TENDERS are hereby invited for supply and delivery of road metal (broken stone to pass every way through a 2-inch ring) from October 1, 1928, to September 30, 1929, for the use of the Public Works Department at the following places in the Northern Province:—

(a) At Mannar beach, near the Customs, at Rs. ———, per cube.

(b) At Peralai beach, near the Customs, at Rs. ———, per cube.

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 Road Metal in the Mannar District, Northern 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 May 22, 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. Samples of the metal tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Northern Province, Jaffna, not later than 12 noon on May 22, 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 article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Northern Province, Jaffna, 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, Northern Province, Jaffna, 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, Northern Province, Jaffna.

10. 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. 350 for the due and faithful performance of the contract.

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

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

13. 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.

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

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.

16. 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.

17. 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.

18. 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,
Public Works Office, for Director of Public Works.
Colombo, April 25, 1928.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1928, to September 30, 1929.

List of Materials.

To be delivered at the Public Works Department Yards at Jaffna, Pallai, Vavuniya, Mannar, and Anuradhapura—

Coir string, per cwt.
Baskets, naar, not under 12 in. by 12 in. by 8 in., per 100.
Lime made from coral chips, per bushel.
Lime, shell, per bushel of 92 lb.
Charcoal, per bushel.
Cadjans, not less than 8 ft. by 18 in., per 100.
Palmyra rafters, 4 in. by 2½ in.
Palmyra reapers, 2 in. by 1 in.

To be delivered at the Public Works Department Yard at Mannar only—

Baskets, Madampe, coal, extra strong, 19 in. diameter top, 5 in. diameter bottom, 13 in. deep. (The canes holding the brim of the body of the basket should be turned down and inserted well into the weaving of the walls of the basket.)

To be delivered at the Public Works Department Yards at Vavuniya and Pallai only—

Burnt bricks, 9 in. by 4½ in.

2. All tenders must be induplicate, 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 Materials, Public Works Department, Northern 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 midday on May 22, 1928.

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

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Northern Province, Jaffna, not later than midday on May 22, 1928.

Baskets, naar.	Coir string.
Lime made from coral chips.	Baskets, Madampe, coal.
Lime, shell.	Burnt bricks.

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 article adopted in his tender.

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

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, Northern Province, Jaffna, 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, Northern Province, Jaffna.

10. Before any tender is accepted the contractor will be required to sign a contract to execute and perform the works in accordance with the specifications and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

13. 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.

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

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 their 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. 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 24, 1928.

TENDERS are hereby invited for the supply of the under-mentioned materials to be delivered at the Public Works Department Yards, Batticaloa, Kalmunai, and Trincomalee, from October 1, 1928, to September 30, 1929:—

Baskets, ola, not under 12 in. by 12 in. by 8 in., each.

Baskets, rattan, 15 in. diameter top, 4 in. diameter bottom, 8 in. deep, each. (The canes holding the brim to the body of the basket should be turned down and inserted well into the weaving of the walls of the basket.)

Bricks, kiln, 9 in. by 4½ in. by 3 in., per 1,000.

Lime, boiled, per bushel.

Lime, slaked and screened, per bushel.

Tiles, half-round, 10 in., 12 in., and 15 in., per 1,000.

Cadjans, not less than 8 ft. long, and well plaited, per 100 pairs.

Ekels, per bundle containing 25.

Brooms, coir, with handle, each.

Brooms, ekel, with handle, each.

Gunny bags, each.

Dry firewood of vera or kannah in lengths of 18 inches to be supplied to the Dredger at any point between Kiddanki and Batticaloa, per cubic yard.

Pontoon poles of poovarasu or vinnanku in lengths of 15 ft. to be supplied to the Dredger at any point between Kiddanki and Batticaloa, each.

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 Materials, 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 May 22, 1928.

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

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Eastern Province, Batticaloa, not later than 12 noon on May 22, 1928:—

Baskets, ola

Bricks, kiln

Baskets, rattan

Tiles, half-round

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 article 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 the 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, 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 execute and perform the works in accordance with the specification and the general conditions therein set forth, and to deposit a sum of Rs. 100 for each district for the due and faithful performance of the contract.

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

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

13. 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.

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

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. 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 24, 1928.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1928, to September 30, 1929, for the use of the Public Works Department in the following Districts:—

Kurunegala Districts.

Within the town of Kurunegala.
Within the departmental district of Kurunegala.

Puttalam District.

Within the town of Puttalam.
Within the departmental district of Puttalam.

Chilaw District.

Within the town of Chilaw.
Within the departmental district of Chilaw.

Dandagamuwa District.

Within the town of Dandagamuwa.
Within the departmental district of Dandagamuwa.

Maho District.

Within the departmental district of Maho.

List of Materials.

Coir, string, per cwt.
Baskets, ola, each.
Baskets, rattan, each (the canes holding the brim to the body of the basket should be turned down and inserted well into the weaving of the walls of the basket).

Lime, boiled, per bushel.
Lime, slaked, per bushel.
Tiles, half-round per 1,000.
Bricks, kiln, per 1,000.
Charcoal, per bushel.
Cadjans, double, per 100.

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 Materials, Public Works Department, North-Western 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 May 22, 1928.

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

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, North-Western Province, Kurunegala, not later than 12 noon on May 22, 1928:—

Baskets, rattan.	Bricks.
Baskets, ola.	Tiles, half-round.
Coir, string.	

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 article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, North-Western Province, Kurunegala, 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 contract and bond, or fail to furnish approved security, within ten days of receiving notice in writing from the Provincial Engineer, North-Western Province, Kurunegala, 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, North-Western Province, Kurunegala.

10. 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. 100 for the due and faithful performance of the contract.

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

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

13. 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.

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

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 the 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 as rendered should be stated.

16. 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,

Public Works Office, for Director of Public Works.
Colombo, April 24, 1928.

TENDERS are hereby invited for the supply of the under-mentioned materials from October 1, 1928, to September 30, 1929, to be delivered at the places named below, in the Province of Uva —

Badulla District.—Badulla, Taldena, Bandarawela, Demodera, and Namunukula.

List of Materials.

Bricks, slop, 9 in. by 4½ in. by 3 in., per 1,000.

Lime, boiled, per bushel.

Lime, slaked, per bushel.

Tiles, half-round, for roof, per 1,000.

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 Materials, Public Works Department, Province of Uva, 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 May 22, 1928.

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

5. Samples of the following articles tendered for are to be deposited in sealed packets at the Office of the Provincial Engineer, Province of Uva, Badulla, not later than 12 noon on May 22, 1928:—

Lime, boiled.

Bricks, slop, 9 in. by 4½ in. by 3 in.

Tiles, half-round, for roof.

Lime, slaked.

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 article adopted in his tender.

7. Tenders must be on forms which may be obtained at the Office of the Provincial Engineer, Province of Uva, Badulla, 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 signed by the Provincial Engineer, Province of Uva, Badulla, 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, Province of Uva, Badulla.

10. 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. 100 for each district for the due and faithful performance of the contract.

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

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

13. 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.

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

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 the landed property and the nature and extent of other interests should also be given.

16. 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.

17. 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.

18. 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.

Public Works Office, E. W. BARTHOLOMEW,
Colombo, April 24, 1928. for Director of Public Works.

TENDERS are invited for the purchase of all the timber standing in the areas described in the schedule hereto annexed.

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 in the case of respective services "Tender for the Purchase of Standing Timber, Northern 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 Monday, May 21, 1928.

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

6. A deposit of Rs. 50 for each of the services to be tendered for 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 distance and conditions of transport, &c. The areas in respect of each coupe will be pointed out by the local Forest Rangers.

8. The successful tenderer will be required to execute a purchase agreement wherein the conditions enumerated in this notice will be embodied.

9. Before execution of the agreement the purchaser will be required to deposit as security 25 per cent. of the amount calculated at the tendered rate for the volume shown in the schedule annexed in the case of the respective services. This deposit will be held as security for the efficient and punctual fulfilment of the agreement.

10. After depositing the security and execution of the agreement the purchaser will be entitled, on application for refund of his tender deposit. Should the successful tenderer fail to carry out the requirements of clauses 8 and 9 of this notice within 14 days of receiving notice in writing from the Divisional Forest Officer, Northern Division, Jaffna, the tender form deposit in respect of the service tendered for will be forfeited to the Crown.

11. Tenderers should make offers written both in words and figures per cubic foot in respect of timber for each service separately.

12. No tender will be considered unless the procedure laid down above has been complied with.

13. 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.

14. After the security has been deposited and the necessary agreement executed the purchaser will be permitted to commence fellings on a written authority issued by the Range Forest Officer and referred to hereinafter.

15. A list of the trees to be sold on the agreement is available for inspection. They have all been enumerated and stamped and the cubical contents of each tree has been ascertained.

16. All the trees enumerated and stamped must be felled and logged by the saw alone. Any tree not felled for any cause whatsoever must be paid for at the tendered rate for the volume as ascertained from the lists mentioned in clause 11 above.

17. Trees when felled should be logged to the longest available length. Utilizable portions of logs or stools not removed by the contractor must be paid for at the tendered rate.

18. The purchaser will be required to pay only for such logs as the Divisional Forest Officer may at his sole discretion consider utilizable. His decision shall be final.

19. All logs should be transported to a Forest Depot (to be approved by the Divisional Forest Officer) for the purpose of measuring and calculating the cubical contents of the logs.

20. The measurements as recorded by the Divisional Forest Officer should be considered as final and payment shall be made for the timber on this basis.

21. No log shall be transported from the Forest Depot (referred to in clause 19) before payment in full at the tendered rate has been made and a permit for their removal obtained.

22. The minimum number of logs which the purchaser may pay for and remove at a time shall be at the discretion of the Divisional Forest Officer.

Special Conditions.

Final payment of the purchase amount must be completed before August 31, 1928. Should the purchaser fail to pay the final instalment when due the agreement is liable to cancellation as from the date of such default and the security deposited is liable to be forfeited to the Crown and the purchaser not entitled to any compensation.

2) Payment will be recovered for any tree that may remain unfelled after June 30, 1928, in accordance with conditions laid down in clause 16 of this notice. In default of payment within 7 days' notice given in writing, the agreement is liable to cancellation as from the date of such default, and the security deposited liable to be forfeited to the Crown and the contractor not entitled to any compensation.

(3) It shall be the purchasers duty to point out any defective or unutilizable tree to the Divisional Forest Officer or an officer deputed by him.

(4) The purchase agreement expires on October 15, 1928. Any timber which is not removed outside the areas described in the schedule or outside the Forest Depôts referred to in clause 19 of the conditions before the expiry date, October 15, 1928, shall *ipso facto* revert to the Crown, and the purchaser shall have no claim whatever in respect of such timber.

(5) The purchaser shall not commence transport of the logs from the Forest Depot referred to in clause 19 of the notice, until all the trees in respect of the service have been felled and logged.

(6) The purchaser shall not enter an area for the purpose of felling trees, in respect of any of the services described in the schedule hereto annexed, without the written permission of the Range Forest Officer.

(7) The area referred to in Service "A" is divided into 4 demarcated blocks. The purchaser shall not commence transport of logs to the "Forest Depot" from the 2nd block before completing the transport of logs from the 1st block, and so on. The order in which the fellings are to be done will be regulated by the Range Forest Officer.

(8) The purchaser shall not commence transport of logs from the site on which they were felled before they are numbered and stamped by a Forest Officer.

(9) The purchaser shall not fell or remove any unstamped tree or log. No unstamped tree shall be felled or damaged when felling stamped trees in any manner whatsoever. The purchaser will be held responsible for any unauthorized acts by his workmen.

(10) Nothing in the agreement shall exempt the purchaser from being liable to any punishment under the Forest or any other Ordinance.

(11) Timber shall be transported to the nearest cut lines, if any, and transported along such lines to the nearest cart road. The cut lines should be sufficiently widened by the purchaser for the purpose.

(12) The purchaser shall either exercise such personal supervision as will ensure the conditions of this agreement being efficiently executed or employ an efficient supervisor.

(13) 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 at his discretion and to be recovered from the purchaser's security or in any other manner whatsoever.

(14) The purchaser shall agree that in the event of the security money having become exhausted it shall be within the discretion of the Divisional Forest Officer either (a) to accept a further security deposit not exceeding the amount of the originally deposited security money or (b) to cancel the agreement without any compensation.

SCHEDULE.

Service "A."

Block.	Species.	Cubic Feet.			Total Number in each Block.
		6 Ft. and Over.	6 Ft. 6 in. and Over	5 Ft. and Over.	
Block No. 1*	Palu	3 = 90 ..	3 = 69 ..	6 = 120 ..	Palu 12 = 279
	Satin	1 = 23 ..	3 = 52 ..	Satin 4 = 75
	Suriyamara	.. 1 = 27 ..	1 = 23 ..	6 = 128 ..	Suriyamara 8 = 178
Block No. 2†	Palu	.. 6 = 190 ..	8 = 190 ..	17 = 360 ..	Palu 32 = 763
	Satin	.. 1 = 37 ..	1 = 19 ..	8 = 162 ..	Satin 10 = 218
Block No. 3‡	Palu	.. 11 = 420 ..	5 = 129 ..	12 = 223 ..	Palu 28 = 772
	Satin	.. 1 = 34 ..	2 = 48 ..	6 = 120 ..	Satin 9 = 202
Block No. 4§	Palu	.. 9 = 348 ..	11 = 292 ..	18 = 388 ..	Palu 38 = 1028
	Satin	.. 1 = 20	2 = 34 ..	Satin 3 = 54
	Suriyamara	.. 2 = 79 ..	2 = 48 ..	3 = 61 ..	Suriyamara 7 = 188

Service "B."

Name of Forest.	Species.	6 Ft. and Over. Cubic Feet.	4½ Ft. and Below 6 Ft. Cubic Feet.	3 Ft. and Below 4½ Ft. Cubic Feet.		Cubic Feet
Koolankulam forest	Satin	2 = 45	17 = 339	31 = 419	Satin	50 = 803

Service "C."

Dikwewa forest¶	Satin	15 = 475	40 = 884	10 = 153	Satin	65 = 1512
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Service "D."

Mylankulam forest**	Satin	49 = 2073	172 = 3739	80 = 1225	Satin	301 = 7037
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Service "E."

Demarcated area between Tandikulam paddy fields and Mahairampaikulam reserve boundary††						
..	Satin	—	6 = 131	28 = 259	Satin	34 = 490

Note.—The height of the trees are 10 ft. to 20 ft. Majority below 15 ft. The girth measurements taken 4 ft. from the ground.

* Distance of transport 6½ miles by P. W. D. road and ½ mile by jungle track to Mankulam.

† Distance of transport 7 miles by P. W. D. road and ½ mile by jungle track to Mankulam.

‡ Distance of transport 6½ miles by P. W. D. road and 1 mile by jungle track to Mankulam.

§ Distance of transport 7 miles by P. W. D. road and 1 mile by jungle track to Mankulam.

|| Distance of transport by P. W. D. road is 3 miles and forest path 1 mile to Vavuniya.

¶ Distance of transport by P. W. D. road is 1½ mile, minor road 3 miles, and forest path ½ mile.

** Distance of transport by P. W. D. road is 2½ miles, minor road 3 miles, and forest path 1 mile.

†† Distance of transport by P. W. D. road is 3 miles and forest path 1½ mile.

Office of the Conservator of Forests,
Kandy, April 17, 1928.

J. D. SARGENT,
Conservator of Forests.

SALE OF UNSERVICEABLE ARTICLES, &c.

THE following unserviceable articles will be sold by public auction at the Civil Medical Stores, Maradana, on Monday, May 7, 1928, at 2 P.M. :—

2 lots tin cans	2 lots empty sago barley tins
1 lot tin lining	
2 lots firewood	2 lots bale sacking
5 lots wide mouth bottles	2 lots tarpaulin
	2 lots stone jars

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

Office of the Director of Medical and Sanitary Services,
Colombo, April 19, 1928.

THE under-mentioned property will be sold by public auction at the District Court, Kandy, on May 18, 1928, at 2 P.M. Claims to any of the said property should be preferred before that date :—

Case No.	Articles.
3,644/8,635	.. 1 eardrop
3,649/8,677	.. 1 box, 1 necklace, 2 bangles
3,668/8,846	.. 2 rings, 1 key, 1 safety pin
3,742/9,636	.. 1 bottle
3,751/11,667	.. 1 shawl
3,753/9,732	.. 1 chintz cloth, 1 silk handkerchief
3,754/9,733	.. 1 cloth, 1 silk handkerchief
3,795/9,993	.. 1 shawl, 3 coats, 2 pairs trousers, 2 towels, 1 umbrella, 1 shirt, 2 mufflers, 1 banian, 1 pair socks, 1 sun glass, 1 tie, 1 looking glass, 1 powder box, 1 wristlet, 1 watch and chain, 1 purse, 1 coat, 1 piece soap, 1 scent bottle, 1 tobacco pouch, 1 tin tobacco, 1 cigarette case, 1 hurricane lantern, 1 chemise, 1 handkerchief, 2 cloths

Case No.	Articles.
3,798/15,874	.. 1 bangle (broken)
3,806/9,980	.. 1 cloth, 1 book
3,804/12,180	.. 1 handkerchief
3,807/10,120	.. 1 cloth, 1 shirt
3,832/17,053	.. 1 katty
3,788/24,720	.. 1 shirt, 1 muffler, 1 banian, 1 sarong, 2 teapoy covers
3,833/17,230	.. 1 handkerchief
3,872/26,430	.. 1 gunny bag
3,879/13,246	.. 1 pair trousers, 1 coat
3,903/19,466	.. 1 gunny bag
3,907/26,673	.. 1 umbrella
3,911/18,628	.. 1 katty
3,926/19,665	.. 1 belt, 1 handkerchief, 1 shirt, 1 sarong, 1 brooch, 1 comb, 1 iron rod
3,931/14,431	.. 1 comb (broken), 1 lock
3,945/20,355	.. 1 mamoty
3,935/19,716	.. 1 cloth, 1 jacket
3,949/20,634	.. 1 towel
3,956/20,770	.. 1 shirt
3,971/21,340	.. 1 gunny bag, 2 coats
3,972/11,444	.. 1 shirt
3,990/21,159	.. 1 coat, 1 sarong, 1 shirt, 1 rice pounder
4,007/29,153	.. 1 banian
4,013/22,349	.. 1 cloth
4,018/22,409	.. 1 belt
4,027/22,690	.. 1 purse
4,050/22,764	.. 1 thimble
	54 earrings, 20 bead strings, 77 bangles, 5 thalis, 5 nose ornaments, 42 rings, 8 buttons, 1 chain, 1 hairpin, 2 necklets, 1 drum, 2 waist chains, 4 beads, 1 araimudy.

R. S. V. POULIER,
Additional District Judge,
District Court,
Kandy, April 24, 1928.

NOTICE is hereby given that the following unclaimed effects of dead patients and unclaimed productions in criminal cases, will be sold by public auction, on Friday, May 11, 1928, at 3 P.M. :—

76 bangles	1 key	5,842/1,786 ..	Axe, table knife
2 bangles (silver)	5 amulets	5,843/2,046 ..	Katty
29 necklets of beads and glass	1 waistchain	5,845/21,384 ..	11 coconuts
17 earrings	1 knife with key	5,854/2,519 ..	White coat, China silk coat, biscuit tin
16 earrings (gold)	1 comb	5,853/2,496 ..	Hasp, padlock
40 rings	2 neck ornaments (gold)	5,856/1,916 ..	White coat, banian, sarong
5 nose studs	1 pendant	5,855/1,843 ..	Katty
3 nose studs (gold)		5,861/21,635 ..	Umbrella, 9 keys, whistle
5,765/30,747 ..	Pair bangles, padlock, key, wooden box with tools	5,862/21,573 ..	Small wooden box, canvas purse, ola box
5,794/32,279 ..	Lamp, sarong, cloth	5,863/2,468 ..	Gunny bags
5,799/20,396 ..	Two pieces cloth, pair bangles	5,864/2,705 ..	Box, piece of soap, 7 boxes matches, banian, handkerchief, pass books, envelopes, purse, piece of tobacco, two phials, razor
5,803/467 ..	Katty	5,882/3,229 ..	Cloth, trousers
5,813/691 ..	Shirt, sarong, umbrella, gunny bag, steel borer	5,880/3,191 ..	2 handkerchiefs
5,819/1,488 ..	Two drawers, two boxes	5,889/3,387 ..	Box
5,822/983 ..	Bottle lamp	5,892/3,840 ..	Banian, black handkerchief
5,830/21,095 ..	Katty	5,896/4,041 ..	Katty
5,837/1,448 ..	Katty	5,911/4,319 ..	Jacket, beads

District Court,
Kurunegala, April 17, 1928.

D. H. BALFOUR,
District Judge.

VITAL STATISTICS.

Registrar-General's Health Report of the City of Colombo for the Week ended April 21, 1928.

Births.—The total births registered in the city of Colombo in the week were 182 (16 Burghers, 101 Sinhalese, 24 Tamils, 28 Moors, 7 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 36·2, as against 30·0 in the preceding week, 37·5 in the corresponding week of last year, and 32·6 the weekly average for last year.

Deaths.—The total deaths registered were 128 (2 Europeans, 1 Burgher, 78 Sinhalese, 29 Tamils, 15 Moors, and 3 Malays). The death rate per 1,000 per annum was 25·4, as against 22·8 in the previous week, 27·8 in the corresponding week of last year, and 27·6 the weekly average for last year.

Infantile Deaths.—Of the 128 total deaths, 31 were of infants under one year of age, as against 29 in the preceding week, 28 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) Sixteen deaths from *Pneumonia* were registered, 4 in Kotahena South, 3 in Maradana hospitals (including 2 deaths of non-residents), 2 in Kollupitiya, and 1 each in St. Paul's, San Sebastian, Maradana North, Maradana East, Slave Island, Wellawatta North, and Wellawatta South, as against 11 in the previous week and 19 the weekly average for last year.

(b) Five deaths from *Influenza* were registered, 2 in St. Paul's and 1 each in Kotahena South, New Bazaar, and Maradana North. The number registered during the previous week was also 5 and the weekly average for last year was 6.

(c) Six deaths from *Bronchitis* were registered, 3 in Slave Island, 2 in Maradana hospitals, and 1 in Kotahena South, as against 1 in the previous week and 3 the weekly average for last year.

2. (a) Fourteen deaths from *Phthisis* were registered, 5 in Maradana hospitals (including 2 deaths of non-residents), 2 each in Kotahena North, Kotahena South, and Maradana East, and 1 each in San Sebastian, Maradana North, and Slave Island, as against 12 in the previous week and 11 the weekly average for last year.

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

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

4. Thirteen deaths were registered from *Debility*, 8 from *Enteritis*, 6 from *Dysentery*, 4 from *Infantile Convulsions*, 2 each from *Diarrhoea*, *Worms*, and *Puerperal Septicaemia*, 1 from *Accidents*, and 47 from *Other Causes*.

5. Forty-five cases of *Chickenpox* (7 in Port), 7 of *Measles*, and 4 of *Enteric Fever* were reported during the week, as against 81, 4, and 8, respectively, of the preceding week.

State of the Weather.—The mean temperature of air was 83·5, against 80·0 in the preceding week and 82·5 in the corresponding week of the previous year. The mean atmospheric pressure was 29·846 in., against 29·826 in. in the preceding week and 29·848 in. in the corresponding week of the previous year. The total rainfall in the week was 0·60 in., against 5·34 in. in the preceding week and 0·86 in. in the corresponding week of the previous year.

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

E. A. JAYASEKERA,
for Registrar-General.

UNOFFICIAL ANNOUNCEMENTS.

MEMORANDUM OF ASSOCIATION OF THE STAFFORD TEA COMPANY, LIMITED.

- 3612
3/432
144
144
216
✓ 12 936/10
Rubber
1. THE name of the Company is "STAFFORD TEA COMPANY, LIMITED."
 2. The registered office of the Company is to be established in Colombo.
 3. The objects for which the Company is to be established are—
 - (a) To acquire and take over Stafford estate, situate in the Uda Pussellawa District of the Island of Ceylon, and with a view thereto to adopt and carry into effect either with or without modification an agreement dated January 12, 1928, and expressed to be made between Roland Richard Jacques of the one part and George Cyril Slater of the other part.
 - (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 manufacturing, 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 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 Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconuts, cacao, chocolate, coffee, and articles of food, drink, or refreshment, wholesale or retail, and to establish in any part or parts of the world agencies for carrying on or developing the business of the Company or any branch thereof, and generally to carry on the business of merchants, exporters, importers, traders, engineers, or any other trade, business, or undertaking whatsoever.
 - (o) To cultivate, manage, and superintend estates and properties in Ceylon or elsewhere, and generally to undertake the business of estate agents in Ceylon and elsewhere, to act as agents for the investment, loan, payment, transmission, and collection of money, and for the purchase, sale, improvement, development, and management of property, including concerns and undertakings, and to transact any other agency business of any kind.
 - (p) To let, lease, sell, exchange, or mortgage the Company's estates, lands, buildings, or other property, or any part or parts thereof, whether in consideration of rents, money, or securities for money, shares, debentures, or securities in any other company, or for any other consideration, and otherwise to trade in, dispose of, or deal with the same or any part thereof.
 - (q) To borrow or receive on loan money for the purposes of the Company upon the security of cash credit bonds, or of hypothecation or mortgages of the Company's property or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

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

Witness to the above signatures, at Colombo, this 29th day of March, 1928

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

ARTICLES OF ASSOCIATION OF THE STAFFORD TEA COMPANY, LIMITED.

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

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

INTERPRETATION CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company shall forthwith adopt the agreement referred to in sub-clause A of clause III. of the Memorandum of Association and shall carry the said agreement into effect with such modification (if any) as may be agreed upon. It shall be no objection the vendor is in a fiduciary position to the Company or that there is no independent Board of Directors nor shall any claim be made on the vendor on any such ground. Every member of the Company present or future shall be deemed to have joined the Company on this basis.

CAPITAL.

4. The nominal capital of the Company is 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, futuro, 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 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 declination 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 Shareholders.

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

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 or Secretaries 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 Two hundred and fifty thousand (Rs. 250,000).

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 Directors be present, or if all the Directors present decline to take the Chair, then the Shareholders present shall choose one of their number to be Chairman.

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.

72. Minutes of the proceedings of every General Meeting, whether Ordinary or Extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be signed as soon as practicable by the Chairman of the same meeting, or by the Chairman of the succeeding meeting, and the same when so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

73. 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.

74. 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.

75. 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.

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

77. 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.

78. 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.

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

80. 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.

81. 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.

82. The instrument appointing a proxy shall be printed or written and shall be signed by the appointor (whether 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.

83. 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 Stafford Tea Company, Limited.

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

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

84. 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.

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

DIRECTORS.

86. 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 one hundred fully or partly paid shares in the Company upon which all calls for the time being have been paid, and this qualification shall apply as well to the first Directors as to all future Directors.

87. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding seven hundred and fifty 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.

88. The first Directors shall be Messrs. C. J. Bayley of Nuwara Eliya and G. C. Slater and L. G. Byatt, both of Colombo. The first Directors shall hold office till the First Ordinary General Meeting of the Company, when they shall retire, but shall be eligible for re-election.

89. One or more of the Directors may be appointed by the Directors to act as Secretary, Manager, Managing Director, and (or) Agent, Visiting Agents, 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.

90. 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 91.

91. 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.

92. 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.

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

94. 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.

95. 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.

96. 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.

97. 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.

98. 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.

99. 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.

100. 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

...ing 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.

101. 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.

102. 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, 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 99.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of six 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.

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

104. 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. 122 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.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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.

110. It shall be lawful for the Directors, if authorized so to do by a special resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, or any part or parts, share or shares thereof, respectively, to any company or companies, or person or persons, upon such terms and in such manner as the Directors shall think fit, and the Directors shall have power to do all such things as may be necessary for carrying such amalgamation, sale, or other disposition into effect so far as a resolution or 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.

111. 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.

112. 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.

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

114. 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.

115. 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.

116. 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.

117. 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.

118. 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.

119. 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.

120. 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.

121. 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.

122. The firm of Bois Brothers & Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

123. 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.

124. 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.

125. 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.

126. 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 case 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.

127. 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.

128. 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.

129. 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.

130. 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.

131. 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.

132. 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.

133. 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.

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

135. 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.

136. 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.

137. 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.

138. 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.

139. 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 the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

140. 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.

141. Any General Meeting declaring a dividend may resolve that such dividend 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 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 dividend 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.

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

143. 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.

144. 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.

145. 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.

146. 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.

147. 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

153. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No 149, 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.

154. 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.

155. 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.

156. 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 hereunto set and subscribed their names at the places and on the dates hereafter written:

G. C. SLATER, Colombo.

E. L. WALSH, Colombo.

L. G. BYATT, Colombo.

L. J. MONTGOMERIE, Colombo.

R. C. P. PHILLIPS, Colombo.

B. W. J. ANTHONY, Colombo.

JOS. F. MARTYN, Colombo.

Witness to the above signatures, at Colombo, this 29th day of March, 1928:

{First Publication.}

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

MEMORANDUM OF ASSOCIATION OF BLAIR ATHOL TEA COMPANY, LIMITED.

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1. THE name of the Company is "BLAIR ATHOL TEA COMPANY, LIMITED."
2. The registered office of the Company is to be established in Colombo.
3. The objects for which the Company is established are—
- (a) To carry on in Ceylon or elsewhere the business of growers and manufacturers and dealers in tea, rubber, and other produce.
- (b) To purchase, lease, take in exchange, hire, or otherwise acquire any 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.
- (c) To appoint, engage, employ, maintain, provide for, and dismiss attorneys, agents, secretaries, visiting agents, managers, superintendents, tea makers, clerks, conductors, 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.
- (d) To clear, open, plant, cultivate, improve, and develop any 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/or 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.
- (e) To build, make, construct, equip, maintain, improve, alter, and work tea and/or 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.
- (f) To enter into any arrangement or agreement with Government, or any authorities, and obtain rights, concessions, and privileges.
- (g) 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.
- (h) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (g), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
- (i) 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.
- (j) To buy, sell, warehouse, transport, trade, and deal in tea, green leaf, tea plants, tea seeds, 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.
- (k) 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.
- (l) 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.
- (m) To establish and maintain in Ceylon, the United Kingdom, or elsewhere stores, shops, and places for the sale of tea, rubber, coconut, 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.
- (n) 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.
- (o) To let, lease, sell, exchange, or mortgage the Company's factories, 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.
- (p) 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.
- (q) 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.

- (r) 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.
- (s) 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 its 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.
- (t) 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.
- (u) 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.
- (v) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (w) 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.
- (x) 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.
- (y) 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) 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 1) To accept as consideration for the sale or disposal of any lands and real or personal, immovable and movable, estate, property, and assets of the Company, of any kind sold or otherwise disposed of by the Company or in discharge of any other consideration to be received by the Company in money or in shares, the shares (whether wholly or partially paid up) of any company, or the mortgages, debentures, or obligations of any company or person or partly one and partly the other.
- (z 2) 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 3) 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 Six hundred thousand Rupees (Rs. 600,000), divided into 2,700 cumulative preference shares of Rs. 100 each, and 33,000 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 6 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 6 per cent. per annum on the capital for the time being paid up on the said preference shares.
- (2) The balance of the remaining profits shall be divided among the holders of ordinary shares in proportion to the amount paid on the shares held by them, subject to any recommendations for other purposes agreed to by them at a General Meeting.

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 dividend 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 clause 2 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.
A. G. JOHNSTONE, Invery, Dikoya	One
G. O. LE MOTTÉE (by his attorney A. G. BAYNHAM, Battalgalla, Dikoya)	One
ROBERT C. SCOTT, Ottery, Dikoya	One
B. G. SNELL, Blair Athol, Dikoya	One
DOUGLAS A. WRIGHT, South Wanarajah, Dikoya	One
Witness to the above signatures, at Hatton, this 26th day of March, 1928 :	
J. A. AIYADURAL, Proctor, Supreme Court.	
M. L. HOPKINS, Colombo	One
ROBT. SHAW, Colombo	One
Total shares taken	Seven

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

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

ARTICLES OF ASSOCIATION OF BLAIR ATHOL TEA COMPANY, LIMITED.

COMPANY LIMITED BY SHARES.

1. THE regulations contained in the Table marked "C" in the schedule to the Companies Ordinance, No. 4 of 1861 (hereinafter called Table "C"), shall apply to the Company and be deemed to be incorporated herewith except so far as they are herein expressly or by implication modified or excluded or declared not to apply, and in the construction of these presents words importing the masculine gender only shall include the feminine gender and words importing the singular number only shall include the plural number and *vice versa*, and words importing persons shall include corporations.

2. The following new regulations shall be added after Regulation 27 of Table "C," namely :—

22a. 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 2,700 cumulative preference shares above referred to.

22b. 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.

22c. 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.

3. Regulation 24 of Table "C" is expressly excluded, and the following regulation substituted therefor, namely :— "Subsequent General Meetings shall be held at least once in every year at such time and place as may be determined by the Directors."

4. A quorum at any General or Extraordinary General Meeting of the Company shall consist of not less than three Shareholders and Regulation 32 of Table "C" is modified accordingly.

5. Regulations 39, 42, 43, and 44 are expressly excluded, and the following regulations substituted therefor, namely :—

(a) On a show of hands every Shareholder present in person, or represented by attorney or by proxy, shall have one vote.

On a poll every holder of preference shares shall have one vote for every ten shares of which he is the holder, provided that the holders of preference shares shall have no right to receive notice of or to be present or to vote either in person or by proxy at any General Meeting by virtue or in respect of their holdings of preference shares, unless their preferential dividend shall be six months in arrear or unless a resolution is proposed affecting the rights or privileges of the holders of preference shares.

Every holder of ordinary shares shall have one vote for each share of which he is the holder.

(b) No Shareholder shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

(c) On a poll votes may be given either personally or by proxy or attorney.

(d) The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorized.

(e) The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy shall not be treated as valid.

(f) An instrument appointing a proxy may be in the following form or in any other form which the Directors shall approve:—

Blair Athol Tea Company, Limited.

I, _____, of _____, being a Shareholder of Blair Athol Tea Company, Limited, hereby appoint _____ of _____ as my proxy 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 _____ and at any adjournment thereof.
Signed this _____ day of _____.

6. The following new regulations shall be added after Regulation 46 of Table "C," namely:—

46a. A Director may, with the consent of his co-directors, be absent from the meetings of the Directors for such period or periods as the remaining Directors shall think fit.

46b. Each Director shall have the power with the consent of the majority of the Directors to appoint in writing any person, whether a Shareholder of the Company or not, to act as a Deputy Director in his place during his absence or inability to act as Director, and at his discretion to remove such Deputy Director.

46c. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

46d. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted, and every such resolution shall be as soon as practicable entered on the minutes of the Directors' meetings.

46e. 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 as they may find necessary or expedient. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000).

46f. 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.

7. Regulation 48 of Table "C" is expressly excluded, and the following substituted therefor, namely:—

48. The office of Director shall be vacated—

(a) If he becomes bankrupt or insolvent, or suspends payment or files a petition for the liquidation of his affairs, or compounds with his creditors.

(b) If by reason of mental or bodily infirmity he becomes incapable of acting.

(c) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon for a period of three consecutive months.

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

8. Regulation 64 of Table "C" is expressly excluded, and the following substituted therefor, namely:—

64a. The Directors may at such times as the circumstances of the Company warrant the same declare dividends to be paid to the Shareholders in proportion to the number of their shares and the amount paid up or deemed to be paid up thereon respectively.

64b. The Directors may, if they shall think fit, declare from time to time such interim dividends as in their opinion the position of the Company justifies.

We, the several persons whose names and addresses are subscribed, being subscribers to the Memorandum of Association hereby agree to the foregoing Articles of Association.

A. G. JOHNSTONE, Invery, Dikoya.

G. O. LE MOTTÉE (by his attorney A. G. BAYNHAM, Battalgalla, Dikoya).

ROBERT C. SCOTT, Ottery, Dikoya.

B. G. SNELL, Blair Athol, Dikoya.

DOUGLAS A. WRIGHT, South Wanarajah, Dikoya.

Witness to the above signatures, at Hatton, this 26th day of March, 1928:

J. A. AIYADURAI,
Proctor, Supreme Court.

M. L. HOPKINS, Colombo.

ROBT. SHAW, Colombo.

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

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

MEMORANDUM OF ASSOCIATION OF THE BRISTOL BUILDING COMPANY, LIMITED.

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 198
 31668
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1. The name of the Company is "THE BRISTOL BUILDING 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 otherwise acquire or to acquire the control of any interest in and to take over, work, and develop the Bristol Building situated in the Fort of Colombo.
 - (b) To lay out the lands of the Company, and to erect or cause to be erected, houses, flats, hotels, warehouses, stores, shops, offices, and buildings of any kind; and to pull down, or build, enlarge, alter and improve existing houses, buildings, or works thereon, to convert and appropriate any such lands into and for roads, streets, squares, gardens, and pleasure grounds and other conveniences, and generally to deal with and improve the property of the Company.
 - (c) To carry out in the Island of Ceylon and elsewhere business as proprietors of flats, hotels, and shops, and to let on lease or otherwise apartments therein, and to provide for the tenants and occupiers thereof all or any of the conveniences commonly provided in hotels or clubs, hotel and restaurant keepers, licensed victuallers, theatrical agents, box office keepers, concert room proprietors, dramatic and musical publishers and printers, and any other business which can be conveniently carried on in connection with any of those objects as may seem calculated to render profitable any of the Company's property and rights for the time being.
 - (d) To carry on in the Island of Ceylon and elsewhere the trade or business of purchasing, hiring, or otherwise acquiring motor cars, motor vans, buses, motor cycles, cycle cars, motors, scooters, cycles, bicycles, carriages, carts, trucks, launches, boats, vans, aeroplanes, hydroplanes, and other vehicles and conveyances of all kinds: to purchase, take in exchange, hire or otherwise acquire and hold boat, barges, tugs, launches, and vessels of any description whatsoever; to purchase, take in exchange, acquire and hold live and dead stock, chattels, and effects required for the maintenance and working of the business of carriers by land or by water of proprietors of docks, wharves, jetties, piers, warehouses, and boats, and of tug owners and wharfingers for the purpose of landing and shipping passengers or luggage or otherwise; and all machinery, materials, component parts, accessories, and fittings of all kinds applicable or used as accessory thereto and of letting or supplying all or any of the things hereinbefore specified, and of repairing and maintaining the same respectively, whether belonging to this Company or not, and of selling, exchanging, or otherwise dealing in the same respectively, or of any other business which can or may conveniently be carried on in connection with the above respectively.
 - (e) To carry on in the Island of Ceylon and elsewhere the business of manufacturers and dealers in motor cars, boats, aeroplanes, and accessories thereof; of garage-keepers and suppliers of and dealers in petrol, electricity, and other motive power to motors and other things mentioned or referred to in the clause (d) hereof, and in this clause.
 - (f) To carry on in the Island of Ceylon and elsewhere business as tourists' agents and contractors, and to facilitate travelling, and to provide for tourists and travellers, or promote the provision of conveniences of all kinds in the way of through tickets, circular tickets, sleeping cars or berths, reserved places, hotel and lodging accommodation, guides, safe deposits, inquiry bureaux, libraries, lavatories, reading rooms, baggage transport, and otherwise.
 - (g) To carry on in the Island of Ceylon and elsewhere the business of tobacconists, cigar, cigarette, and snuff manufacturers and merchants, hair dressers and buyers, sellers, manufacturers, importers, exporters, and dealers of or in tobacco, cigars, cigarettes, snuff, pipes, matches, fuses, lights, walking sticks, umbrellas, tins, canisters, cardboard and other boxes, hair and other brushes, combs, razors, scissors, soap, sponges, and other toilet requisites, newspapers, periodicals, magazines, playing cards, and fancy goods and articles of every description.
 - (h) To carry on in the Island of Ceylon and elsewhere business as jewellers, gold and silver smiths, dealers in China, curiosities, articles of vertu, coins, medals, bullion and precious stones, and as manufacturers of and dealers in gold and silver plate, plated articles, watches, clocks, chronometers, and optical and scientific instruments and appliances of every description, and as bankers, commission agents, and general merchants.
 - (i) To establish in the Island of Ceylon and elsewhere shops, refreshment rooms, and depôts for the sale of bread, biscuits, and other farinaceous goods and products, tea, coffee, cacao, milk, aerated and mineral waters, cordials, tobacco, cigars, cigarettes, confectionery, cakes, buns, potted meats, table delicacies, and any other provisions, goods or drinks, and to carry on at such place or places or elsewhere the business of bakers, millers, tea merchants, ice merchants, restaurant, refreshment room, tavern, inn, and lodging-house keepers or proprietors.
 - (j) To carry on business, and to act as merchants, bankers, traders, commission agents, shipowners, carriers, or in any other capacity in the Island of Ceylon and elsewhere, and to import, export, buy, sell, barter, exchange, pledge, make advances upon, or otherwise deal in goods, produce, articles, and merchandise, by wholesale or by retail.
 - (k) To carry on in the Island of Ceylon and elsewhere the business of holders of exhibitions and dealers in pictures, and makers and sellers of picture frames, artists' colours, oils, paints, paint brushes, and other instruments, articles, and ingredients relating to any such business; of publishers, book and print sellers, newspaper and magazine proprietors, art journalists, machine, letter-press, copper-plate, lithographic, electrotype, and other printers and engravers, advertisement agents, and purchasers and sellers of copyrights, pictures, books, music, and songs; of printers, engravers, publishers, book and print sellers, book-binders, and art journalists in all their branches; of newspaper and magazine proprietors, news agents, journalists, literature agents, and stationers in all their branches; and of manufacturers and distributors of and dealers in engravings, prints, pictures, drawings, and any written, engraved, painted, or printed productions in all their branches.
 - (l) To carry on in the Island of Ceylon and elsewhere business as refreshment contractors, restaurant keepers, refreshment room proprietors, sugar and sweetmeat merchants, farmers, dairymen, fruiterers, grocers, provision merchants, licensed victuallers, wine and spirit merchants, and tobacconists; to buy, sell, manufacture, and deal in refreshments and consumable stores of all kinds, and to carry on business as manufacturing chemists and ice merchants; to manufacture and deal in stalls, carts, and barrows, for use in the sale of refreshments.

- (m) To carry on in Ceylon or elsewhere the business of growers and manufacturers of and dealers in tea, rubber, and other Ceylon produce.
- (n) To purchase, lease, take in exchange, hire, or otherwise acquire or to enter into any agreement for the purchase, lease, exchange or hire of 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 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.
- (o) To clear, drain, plant, cultivate, improve, and develop the said properties 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 tea and rubber 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, rice, rhea, ramie plants, trees, and other natural products in Ceylon or elsewhere.
- (p) 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.
- (q) To hire, lease, or purchase land either with any other person or company or otherwise, and to erect a factory or factories 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.
- (r) To enter into any agreement with any company or person for the working of any factory erected or leased as provided in (q), or for the manufacture and preparation for market of tea, rubber, or any other produce, in such or any other factory.
- (s) 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.
- (t) 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.
- (u) 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.
- (v) 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.
- (w) To establish and maintain in Ceylon and 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.
- (x) To cultivate, manage, and superintend estates and properties in Ceylon and 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 business of agents of any kind.
- (y) To engage, employ, maintain, and dismiss managers, superintendents, assistants, clerks, coolies, and other servants and labourers; and to remunerate any such at such rates as shall be thought fit, and to grant pensions or gratuities to any such or the widow or children of any such.
- (z) To carry on in the Island of Ceylon and elsewhere all or any of the following businesses, to wit:—Booksellers, stationers, and advertising agents, money changers, dealers in exchange and currency, manufacturers of and dealers in furniture, suppliers of provisions both solid and liquid refreshment, caterers and contractors, carriers of passengers and goods by land, water, or air, forwarding agents, merchants, exporters, importers, traders, engineers, and any other business or businesses which can or may be conveniently carried on in connection with any of them.
- (z 1) To enter into any arrangements with any authorities, government, municipal, local, or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such authority any rights, privileges, rebates, and concessions which the Company may think it desirable to obtain, and to carry out, exercise, and comply with such arrangements, rights, privileges, and concessions.
- (z 2) To enter into partnership or into any arrangement for sharing profits, union of interest, reciprocal concession, amalgamation, or co-operation with any person, corporation, or company carrying on or about to carry on or engage in any business or transaction which this Company is authorized to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company; to take or otherwise acquire and hold shares or stock in or securities of and to subsidize or otherwise assist any such company, and to sell, hold, or re-issue with or without guarantee, or otherwise deal with such shares or securities; and to form, constitute, or promote or assist in the formation, constitution, or promotion of any other company or companies for the purpose of acquiring all or any of the property, rights, and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company, and to guarantee the payment of any debentures or other securities issued by any such company or companies.
- (z 3) To procure the Company to be registered or established or authorized to do business in the Island of Ceylon and elsewhere.
- (z 4) To lend money on any terms and in any manner and on any security and in particular on the security of land, buildings, plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, or book debts, or without any security at all.
- (z 5) To borrow or raise money for the purpose of the Company or receive money on deposit at interest or otherwise, and for the purpose of raising or securing money for the performance or discharge of any obligation or liability of the Company or for any other purpose to create, execute, grant, or issue any

- mortgages, mortgage debentures, debenture stock, bonds, or obligations of the Company either at par, premium, or discount, and either redeemable, irredeemable or perpetual, secured upon all or any part of the undertaking, revenue, rights and property of the Company, present and future, including uncalled capital or the unpaid calls of the Company.
- (z 6) generally to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, and any rights, privileges, licences, or easements which the Company may think necessary or convenient with reference to any of these objects and capable of being profitably dealt with in connection with any of the Company's property or rights for the time being.
- (z 7) To sell the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this Company.
- (z 8) 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 9) To make, accept, endorse, and execute promissory notes, bills of exchange, bills of lading, and other negotiable and transferable instruments.
- (z 10) To sell, let, lease, undertake, exchange, surrender, transfer, deliver, charge, mortgage, or dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company, whether in consideration of rents, moneys, or securities for money, shares, debentures, or securities in any other company, or for any other consideration.
- (z 11) To pay for any lands real or personal, immovable or movable estate, property, or assets of any kind acquired or to be acquired by the Company, or for any services rendered or to be rendered to the Company, and generally to pay or discharge any consideration to be paid or given by the Company, in money or in shares (whether fully paid up or partly paid up) or in debentures, debenture stock, or obligations of the Company, or partly in one way and partly in another, or otherwise howsoever, with power to issue any shares either as fully paid or partly paid up for such purpose.
- (z 12) To accept for consideration for the sale or disposal of any lands and real or personal, immovable or movable, estate, property, or assets of the Company, or in discharge of any other consideration to be received by the Company, money or shares (whether fully paid up or partly paid up), of any company or debentures or debenture stock, or obligations of any company or person or partly one and partly any other.
- (z 13) 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 14) To do all such other things as may be necessary, incidental, conducive, or convenient to the attainment of the above objects or any of them and in case of doubt as to what shall be so necessary, incidental conducive, or convenient as aforesaid, the decision of an extraordinary general meeting shall be conclusive,

It being hereby declared that in the foregoing clauses (unless a contrary intention appears) the word "person" includes any number of persons, and a corporation, and that the word "company" except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled or incorporated in the Island of Ceylon or elsewhere, and that the "objects" specified in any one paragraph are not to be limited or restricted by reference to or inference from any other paragraph or the name of the Company.

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five million Rupees (Rs. 5,000,000), divided into Five hundred thousand (500,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital, to consolidate or subdivide the shares into shares of larger or smaller amounts, and to issue all or any part of the original or any increased capital with any special or preferential rights or privileges or subject to any special terms and conditions, and either with or without any special designation, and also from time to time to alter, modify, commute, abrogate, or deal with any rights, privileges, terms, conditions, or designations for the time being attached to any class of shares, in accordance with the regulations for the time being of the Company.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
ESUFALI MOHAMEDBHOY, Colombo	One
ADAMALY MOHAMEDBHOY (E. G. ADAMALY), Colombo	One
FAZALABAS GOOLAMHUSEIN, Colombo	One
H. ESUFALLY, Colombo	One
K. ADAMALY, Colombo	One

Witness to the signatures of ESUFALI MOHAMEDBHOY, ADAMALY MOHAMEDBHOY, FAZALABAS GOOLAMHUSEIN, H. ESUFALLY, and K. ADAMALY, at Colombo, this 26th day of March, 1928:

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

C. S. BURNS, Colombo	One
J. W. OLDFIELD, Colombo	One

Witness to the signatures of C. S. BURNS and J. W. OLDFIELD, at Colombo, this 30th day of March, 1928:

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE BRISTOL BUILDING 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 Bristol Building Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"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.

The "Register" shall mean the Register of Members to be kept as required by section 19 of "The Joint Stock Companies Ordinance, 1861," or any statutory modification thereof.

"Member" means any person whose name is entered in the Register of Members as owner or joint-owner of any share in the Company.

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

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

"Paid up" shall include "credited as paid up."

"Month" shall mean a calendar month.

"Secretary" shall include any person, firm or company, appointed to perform the duties of Secretary temporarily.

"Dividend" includes bonus.

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

Words which have a special meaning assigned to them in the statutes shall have the same meaning in these presents.

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 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 or attorney (in cases where by these Articles proxies or powers of attorney are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Five million Rupees (Rs. 5,000,000), divided into five hundred thousand (500,000) 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 amount per share and in the aggregate and with such special, preferential, deferred, qualified, or other rights, privileges, or conditions attached thereto as such resolution shall direct.

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 estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings acquired by the Company in payment of the whole or any part of the purchase price of any such estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings, 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 estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings, acquired by the Company in payment of the whole or any part of the purchase price of any such estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings 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 a 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 the case of the death of any one or more of the joint-holders of any shares, the survivor or survivors shall be the only person or persons recognized by the Company as having any title to, or interest in, such shares.

17. The Company shall not be bound to recognize (even though having notice of) any contingent, future, partial, or equitable interest in the nature of a trust or otherwise in any share, or any other right in respect of any share, except an absolute right thereto in the person from time to time registered as the holder thereof, and except also the right of any person under clause 35 hereof 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 the 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 a 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 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 or shares by a Shareholder 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 declination 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, but only if at all, upon the transferee.

33. The Register of Transfers may be closed at such time 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 or curator of any infant Shareholder, or the manager of the estate 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, may, with the consent of the Directors, 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, and subject to the provisions herein contained, 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 thirty-six 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 thirty-six 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 but only among the Shareholders.

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 sum 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 holder-joint 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 may 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, India, or elsewhere abroad, sixty days' notice shall be allowed him.

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

50. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes then the holders of any class of shares may, by an extraordinary resolution passed at a meeting of such holders consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith or having any priority thereto or to the abandonment of any preference of 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 as they may find necessary or expedient for the purposes of defraying the expenses of working the Company's properties, lands, or 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 purpose 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 Five hundred thousand (Rs. 500,000).

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-fourth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-fourth 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 by registered post 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 fourteen days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such time and such place as the Shareholders convening the meeting may themselves fix.

62. Any Shareholder may, on giving not less than fifteen 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 *Government Gazette*, or by notice sent by post 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.

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, 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 it was convened.

66. With the exceptions mentioned in the foregoing Articles as to the business which may be transacted at Ordinary General Meeting, 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.

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 two 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, the 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.

72. Minutes of the proceedings of every General Meeting, whether Ordinary or Extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be signed as soon as practicable by the Chairman of the same meeting, or by the Chairman of the succeeding meeting, and the same when so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

73. 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.

74. 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.

75. 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.

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

77. 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.

78. The parent or guardian or curator of an infant Shareholder, the manager of the estate 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.

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

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

81. 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.

82. 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.

83. The instrument appointing a proxy or attorney shall be deposited at the registered office of the Company not less than forty-eight hours before the time appointed for the holding of 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 Bristol Building 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 _____.

84. 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 have been made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

88. As remuneration for their services the Directors shall be entitled to appropriate a sum of not exceeding Five thousand Rupees (Rs. 5,000) annually to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. The first Directors shall be Messrs. Esufali Mohamedbhoy, Adamaly Mohamedbhoy (also known as E. G. Adamaly), Hassanally Esufally, Fazalabas Goolamhusein, and Kurban Hussien Adamaly.

90. The said Esufali Mohamedbhoy, Adamaly Mohamedbhoy (also known as E. G. Adamaly), Hassanally Esufally, Fazalabas Goolamhusein, and Kurban Hussien Adamaly (herein sometimes called the life Directors) and the survivors and survivor of them shall hold office during the period of their natural lives so long as they respectively hold ten thousand fully or partly paid shares in the Company.

91. The other Director or Directors shall be elected at an Ordinary General Meeting of the Company, and shall retire at the following Ordinary General Meeting of the Company, but shall be eligible for re-election.

92. 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.

93. 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.

94. If any Director is 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.

95. The Directors shall have power at any time, and from time to time, to appoint any other qualified person as a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed. But any Director so appointed shall hold office only until the next following Ordinary General Meeting of the Company.

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

97. 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.

98. 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.

99. 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 until the Ordinary General Meeting next following.

100. 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.

101. 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.

102. 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 or 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 provision of clause 98.
- (f) If he ceases to ordinarily reside in Ceylon, or is absent from Ceylon, for a period of three consecutive months.

Provided however that clause (f) hereof shall not be taken to apply to the life Directors hereinbefore appointed.

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.

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

104. 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, or secretary or secretaries of the Company, to be appointed by the Directors subject to the provisions of Article 123 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 Bristol Building and otherwise in or about the working business of the Company.

105. The Directors shall have power to make, and may make such rules and 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 expedient, and, in addition to the powers and authorities by any law or 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.

106. The Director 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 law or ordinance or by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any law or 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 ordinance and of these presents and to such regulations and provisions (if any) as may from time to time be prescribed by the Company in General Meeting; but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations 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.

107. 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 revoke such appointment.

108. 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.

109. The seal of the Company shall not be affixed to any instrument except in the presence of two or more 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.

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

111. 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, 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 purpose 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.

112. 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.

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

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

115. 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.

116. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board may 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.

117. 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 committees respectively or any regulation imposed by the Board.

118. The acts of the Board or of any committee appointed by the Board, shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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.

119. 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.

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

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

121. 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 the Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to be 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.

SECRETARIES.

122. The firm of Lee, Hedges & Company, Limited, shall be the first Secretaries of the Company.

ACCOUNTS.

123. 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 and at such place as the Directors think fit.

124. 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 opened for 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.

125. 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.

126. 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. 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.

127. 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.

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

129. A 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.

130. 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.

131. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, and no Director or officer of the Company shall, during the continuance in office be eligible as an Auditor.

132. The Directors shall appoint the first Auditor or Auditors of the Company and fix his or their remuneration. 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.

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

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

135. 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.

136. 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.

137. 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.

DIVIDEND, BONUS, AND RESERVE FUND.

138. 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.

139. The Directors may, if they think fit, determine on and declare an interim dividend to be paid, or pay a bonus to the Shareholders; provided that the Directors are satisfied that the nett profits of the Company will be sufficient to justify such interim dividend or bonus.

140. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such sums 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 purpose connected with the interests of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

142. The Company in General Meeting may from time to time determine that any moneys, investments, or other assets representing or forming part of its undivided profits, including those standing to the credit of any reserve fund or in the hands of the Company and available for dividend or representing premiums on any issue of shares or loan capital or of any profits arising from the sale of property in excess of the value at which such property stands in the capital account or arising from any other operation creating an excess of assets on capital account and carried to reserve shall be capitalized and may resolve that the same be set free for the purpose of distribution among the Shareholders according to their rights and interests on the footing that they became entitled thereto as capital and that all or any part of such capital fund be applied in paying up (in full or in part) any unissued shares of the Company or any debentures, debenture stock, bonds, or other obligations of the Company, and that the said shares, debentures, debenture stock, bonds, or other obligations fully or partly paid up be distributed among the Shareholders as aforesaid, and be accepted by them in full satisfaction of their interest in the capitalized sum. For the purpose of giving effect to any resolution under this 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 fractions of less value than Rs. 10 may be disregarded or paid in cash in order to adjust the rights of all parties, and may vest any such specific assets or cash in trustees upon such trusts for the persons entitled to the capitalized fund as may seem expedient to the Directors. Provided that no such distribution shall be made, unless recommended by the Directors.

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

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

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

146. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared may be forfeited by the Directors for the benefit of the Company, and, if the Directors think fit, may be applied in augmentation of the reserve fund.

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

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

NOTICES.

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

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

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

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

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

154. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 150 shall not be entitled to be given any notices.

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

EVIDENCE.

155. At 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, or the appointment of the Directors who made any call, or that a quorum of Directors was present at the Board at which any call was made, or that the meeting at which any call was made was duly convened or constituted, or 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.

156. 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.

157. 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 preferential 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 the assets of the Company in exchange for shares in the purchasing Company, either ordinary, fully paid, part paid, or preferential, 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 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 hereinafter written :

ESUFALI MOHAMEDBOY.

ADAMALY MOHAMEDBOY (E. G. ADAMALY).

FAZALABAS GOOLAMHUSEIN.

H. ESUFALLY.

K. ADAMALY.

Witness to the signatures of ESUFALI MOHAMEDBOY, ADAMALY MOHAMEDBOY, FAZALABAS GOOLAMHUSEIN, H. ESUFALLY, and K. ADAMALY. at Colombo, this 26th day of March, 1928 :

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

C. S. BURNS.

J. W. OLDFIELD.

Witness to the signatures of C. S. BURNS and J. W. OLDFIELD, at Colombo, this 30th day of March, 1928 :

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

MEMORANDUM OF ASSOCIATION OF THE ALAVI TEA AND RUBBER ESTATES COMPANY, LIMITED.

1. The name of the Company is "THE ALAVI TEA AND RUBBER 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 Huseni estate in Avissawella, Pelenda, Alavi, and Mohammedi estates in the District of Kalutara, and Noori estate at Deraziyagala.
 - (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, or to enter into any agreement for the purchase, lease, exchange, or hire of 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 properties 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 tea and rubber 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, rice, 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 or factories 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 arrangement or agreement with any Company or person for the working of any factory erected or leased as provided in (h), or for the manufacture and preparation for market of tea, rubber, or any other produce in such or any other factory.
 - (j) To prepare, cure, manufacture, treat, and prepare for market tea, rubber, cacao, coconuts, plumbago, minerals, and/or other crops or produce, and to sell, ship, and dispose of such tea, rubber, cacao, coconuts, plumbago, minerals, crops, and produce, either raw or manufactured, at such times and places and in such manner as shall be deemed expedient.
 - (k) To buy, sell, warehouse, transport, trade, and deal in tea, rubber, coconuts, cacao, coffee, and other plants and seed, and rice and other food required for coolies, labourers, and others employed on estates and other products, wares, merchandise, articles, and things of any kind whatever.
 - (l) To work mines or quarries and to find, win, get, work, crush, smelt, manufacture, or otherwise deal with ores, metals, minerals, oils, precious and other stones, deposits and products, and generally to carry on the business of miners, manufacturers, growers, planters, and exporters of tea, rubber, cacao, chocolate, coconuts, and other products, or any such business on behalf of the Company or as agents for others and on commission or otherwise.
 - (m) To establish and carry on a dairy farm, and to buy and sell live stock, and to sell and deal in milk and dairy produce, wholesale or retail.
 - (n) To establish and maintain in Ceylon, the United Kingdom, or elsewhere offices, stores, shops, and places for the sale of or dealing in tea, rubber, coconuts, cacao, chocolate, coffee, or any other 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 business of agents 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 any of the Company's property or assets or any part or parts thereof, or otherwise, as shall be thought most expedient, and in particular by the issue of debentures, debenture stock, or bonds to bearer or otherwise, either charged upon all or any part of the Company's present or future property (including uncalled capital), or not so charged, as shall be thought best.

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

4. The liability of the Shareholders is limited.

5. The nominal capital of the Company is Five million Rupees (Rs. 5,000,000) divided into Five hundred thousand (500,000) 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.
ESUFALI MOHAMEDBOY, Colombo	One
ADAMALY MOHAMEDBOY (E. G. ADAMALY), Colombo	One
FAZALABAS GOOLAMHUSEIN, Colombo	One
H. ESUFALLY, Colombo	One
K. ADAMALY, Colombo	One

Witness to the signatures of ESUFALI MOHAMEDBOY, ADAMALY MOHAMEDBOY, FAZALABAS GOOLAMHUSEIN, H. ESUFALLY, and K. ADAMALY, at Colombo, this 26th day of March, 1928:

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

C. S. BURNS, Colombo	One
J. W. OLDFIELD, Colombo	One

Witness to the signatures of C. S. BURNS and J. W. OLDFIELD, at Colombo, this 30th day of March, 1928:

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

ARTICLES OF ASSOCIATION OF THE ALAVI TEA AND RUBBER 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 Alavi Tea and Rubber Estates Company, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.

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

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

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

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

"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.

The "Register" shall mean the Register of Members to be kept as required by section 19 of "The Joint Stock Companies Ordinance, 1861," or any statutory modification thereof.

"Member" means any person whose name is entered in the Register of Members as owner or joint-owner of any share in the Company.

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

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

"Paid up" shall include "credited as paid up."

"Month" shall mean a calendar month.

"Secretary" shall include any person, firm or Company, appointed to perform the duties of Secretary temporarily.

"Dividend" includes bonus.

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

Words which have a special meaning assigned to them in the Statutes shall have the same meaning in these presents.

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 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 or attorney (in cases where by these Articles proxies or powers of attorney are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

BUSINESS.

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

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

CAPITAL.

4. The nominal capital of the Company is Five million Rupees (Rs. 5,000,000) divided into Five hundred thousand (500,000) 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 estate or estates, land or lands or other property or properties, business or businesses, undertaking or undertakings acquired by the Company in payment of the whole or any part of the purchase price of any such estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings, 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 estate or estates, land or lands, or other property or properties, business or businesses, undertaking or undertakings acquired by the Company in payment of the whole or any part of the purchase price of any such estate or estates, land or lands, or other property or properties business or businesses, undertaking or undertakings, 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 hereof 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 the 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 a 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 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, 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 or curator of any infant Shareholder, or the manager of the estate 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, may, with the consent of the Directors, 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, and subject to the provisions herein contained, 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 thirty-six 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 thirty-six 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, but only among the Shareholders.

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 may 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, India, 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 effected 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 purposes 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 Five hundred thousand (Rs. 500,000).

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-fourth of the number of Shareholders of the Company for the time being, or by any Shareholder or Shareholders holding in the aggregate one-fourth 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 by registered post 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 fourteen days from the delivery of the requisition, the requisitionists may themselves convene an Extraordinary General Meeting, to be held at such time and such place as the Shareholders convening the meeting may themselves fix.

62. Any Shareholder may, on giving not less than fifteen 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 *Government Gazette* or by notice sent by post 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.

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, 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 it 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.

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 two 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, the 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.

72. Minutes of the proceedings of every General Meeting, whether Ordinary or Extraordinary, shall be entered in a book to be kept for that purpose, and shall when so entered be signed as soon as practicable by the Chairman of the same meeting, or by the Chairman of the succeeding meeting, and the same when so entered and signed shall be evidence of all such proceedings and of the proper election of the Chairman.

VOTING AT MEETINGS.

73. 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.

74. 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.

75. 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.

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

77. 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.

78. The parent or guardian or curator of an infant Shareholder, the manager of the estate 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.

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

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

81. 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.

82. 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.

83. 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 of 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 Alavi Tea and Rubber 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 _____.

84. 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 have been made at such meeting or poll shall be deemed valid for all purposes of such meeting or poll whatsoever.

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

DIRECTORS.

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

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

88. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Five thousand Rupees (Rs 5,000) annually, to be divided between them in such manner as they may determine, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

89. The first Directors shall be Messrs. Esufali Mohamedbhoy, Adamaly Mohamedbhoy (also known as E. G. Adamaly), Hassenally Esufally, Fazalabas Goolamhusein, and Kurban Hussien Adamaly.

90. The said Esufali Mohamedbhoy, Adamaly Mohamedbhoy (also known as E. G. Adamaly), Hassenally Esufally, Fazalabas Goolamhusein, and Kurban Hussien Adamaly (herein sometimes called the Life Directors), and the survivors and survivor of them shall hold office during the period of their natural lives so long as they respectively, hold ten thousand fully or partly paid shares in the Company.

91. The other Director or Directors shall be elected at an Ordinary General Meeting of the Company and shall retire at the following Ordinary General Meeting of the Company, but shall be eligible for re-election.

92. The Directors shall have the power to appoint if they so desire it, a Director or other representative of the firm of Messrs. Lee, Hedges & Company, Limited, Colombo, or of such other firm which shall be for the time being managing the business of the Company, to be a Director of the Company, and the Director so appointed shall have all the powers and authority of a person ordinarily appointed a Director of the Company, and it shall not be required of such Director that he should hold any shares in the Company. Clause No. 87 of these presents shall not be taken to apply to such Director.

93. 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.

94. 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.

95. If any Director is 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.

96. The Directors shall have power at any time, and from time to time, to appoint any other qualified person as a Director, either to fill a casual vacancy or as an addition to the Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed. But any Director so appointed shall hold office only until the next following Ordinary General Meeting of the Company.

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

98. 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.

99. 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.

100. The Company may, by a special resolution, remove any Director other than a Life 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 until the Ordinary General Meeting next following.

101. 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.

102. 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.

103. 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 99.
- (f) If he ceases to ordinarily reside in Ceylon, or is absent from Ceylon, for a period of three consecutive months.

Provided, however, that clause 103 of the presents shall not be taken to apply to the Life Directors hereinbefore appointed. Provided also that the presents shall not be taken to apply to the Life Directors hereinbefore appointed who are 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.

104. The Directors shall have power to carry into effect the acquisition of the said Huseni, Pelenda, Alavi, Mohammedi, and Noori, estates, and the lease, purchase, or acquisition of any other lands, estates, or property as they may think fit, or any share or shares thereof.

105. 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 123 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 lands, estates, and property, and the opening, clearing, planting and cultivation thereof, and otherwise in or about the working and business of the Company.

106. 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 expedient; and, in addition to the powers and authorities by any law or 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.

107. 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 law or Ordinance or by these presents directed and authorized to be exercised, given, made, or done by the Company, and are not by any law or 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 laws or 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 regulations 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.

108. 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.

109. 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.

110. The seal of the Company shall not be affixed to any instrument except in the presence of two or more 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.

111. It shall be lawful for the Directors, if authorized so to do by an a special resolution of the Shareholders of the Company in General Meeting, to arrange terms for the amalgamation of the Company with any other company or companies, or individual or individuals, or for the sale or disposal of the business, estates, and effects of the Company, of 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 any such amalgamation, sale, or other disposition into effect so far as a resolution or a special resolution of the Company is not by law necessary for such purpose; and in case any terms so arranged by the Directors include or make necessary the dissolution of the Company, the Company shall be dissolved to that end.

112. 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, 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 purpose 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.

113. 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.

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

115. 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.

116. 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.

117. The Board may delegate any of their powers to committees consisting of such member or members of their body as the Board may 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.

118. 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 committees respectively, or any regulation imposed by the Board.

119. The acts of the Board or of any committee appointed by the Board shall, notwithstanding any vacancy in the Board or committee, or defect in the appointment 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.

120. 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.

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

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

122. 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 the Chairman at the next ensuing General Meeting, or Board Meeting, or Committee Meeting, as the case may be; and all minutes purporting to be 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.

123. The firm of Lee, Hedges & Company, Limited, shall be the first Agents and Secretaries of the Company.

ACCOUNTS.

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

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

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

127. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure. 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.

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

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

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

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

AUDIT.

132. No person shall be eligible as an Auditor who is interested otherwise than as a Shareholder in any transaction of the Company, and no Director or officer of the Company shall, during the continuance in office, be eligible as an Auditor.

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

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

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

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

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

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

DIVIDEND, BONUS, AND RESERVE FUND.

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

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

141. The Directors may, before recommending any dividend or bonus, set aside out of the profits of the Company such sums 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 purpose connected with the interest of the Company that they may from time to time deem expedient without being bound to keep the same separate from the other assets.

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

143. The Company in General Meeting may from time to time determine that any moneys, investments, or other assets representing or forming part of its undivided profits including those standing to the credit of any reserve fund or in the hands of the Company and available for dividend or representing premiums on any issue of shares or loan capital or of any profits arising from the sale of property in excess of the value at which such property stands in the capital account or arising from any other operation creating an excess of assets on capital account and carried to reserve shall be capitalized and may resolve that the same be set free for the purpose of distribution among the Shareholders according to their rights and interests on the footing that they became entitled thereto as capital and that all or any part of such capital fund be applied in paying up (in full or in part) any unissued shares of the Company or any debentures, debenture stock, bonds, or other obligations of the Company and that the said shares, debentures, debenture stock, bonds, or other obligations fully or partly paid up be distributed among the Shareholders as aforesaid, and be accepted by them in full satisfaction of their interest in the capitalized sum. For the purpose of giving effect to any resolution under this 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 fractions of less value than Rs. 10 may be disregarded or paid in cash in order to adjust the rights of all parties and may vest any such specific assets or cash in trustees upon such trusts for the persons entitled to the capitalized fund as may seem expedient to the Directors. Provided that no such distribution shall be made, unless recommended by the Directors.

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

145. 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.

146. 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.

147. Any dividend or bonus unclaimed by any Shareholder for three years after having been declared 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.

148. 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.

149. 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.

150. 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.

151. 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.

152. 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.

153. 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.

154. Any notice, if sent 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.

155. Any Shareholder who fails to give and register an address in Ceylon as provided in Article No. 151, 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.

156. At 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, or the appointment of the Directors who made any call, or that a quorum of Directors was present at the Board at which any call was made, or that the meeting at which any call was made was duly convened or constituted, or 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.

157. 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.

158. 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 part of the property of the Company in consideration of or in exchange for shares, ordinary, fully paid, part paid, or preferential 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 preferential, 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 hereinafter written:

ESUFALI MOHAMEDBHOY.

ADAMALY MOHAMEDBHOY (E. G. ADAMALY).

FAZALABAS GOOLAMHUSEIN.

H. ESUFALLY.

K. ADAMALY.

Witness to the signatures of ESUFALI MOHAMEDBHOY, ADAMALY MOHAMEDBHOY, FAZALABAS GOOLAMHUSEIN, H. ESUFALLY, and K. ADAMALY, at Colombo, this 30th day of March, 1928:

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

C. S. BURNS.
J. W. OLDFIELD.

Witness to the signatures of C. S. BURNS and J. W. OLDFIELD, at Colombo, this 30th day of March, 1928:

A. LOUIS DE WITT,
Proctor, Supreme Court, Colombo.

The Helandina Rubber and Tea Company of Ceylon, Limited.

NOTICE is hereby given that the Eleventh Ordinary General Meeting of the Shareholders of the above Company will be held at the registered office of the Company, 57, Pedlar street, Colombo, on Saturday, May 12, 1928, at 10 A.M.

Business.

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

By order of the Directors,

CHAS. P. HAYLEY & Co.,
Agents and Secretaries.

Colombo, April 27, 1928.

The Ragama Tea and Rubber Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the Ragama Tea and Rubber Company, Limited, will be held at Prince's building, Prince street, Colombo, the registered office of the Company on Friday, May 3, 1928, at 1 o'clock in the forenoon, for the purpose of considering and, if thought fit, passing the proposed resolutions:—

That the Directors be and they are hereby authorized and empowered in their absolute discretion to sell a portion of the estate called and known as Orange Hill, an extent 1 rood and 13-75 perches, shown in plan No. 2,383 dated February 22, 1928, and made by H. G. E. Perera, Licensed Surveyor and Leveller, situated at Mahana in Alutkuru korale in the District of Colombo, Western Province, to the Most Reverend Anthony Coudert, O.M.I., Archbishop of Colombo, and his successor and successors and his and their assigns for the benefit of our Lady of Lourdes Church at Nangoda palluwa, at a price of not less than Rs. 750/-, and otherwise upon and subject to such terms, covenants, stipulations, and conditions as the Directors shall think fit, and for giving effect to such sale, to enter into and execute all agreements, contracts, transfers, conveyances, assignments, and other deeds and documents as the Directors may think fit and proper and to do all such other acts, deeds, matters, and things as may be necessary in the premises.

By order of the Board,

LEWIS BROWN & Co., LTD.,
Agents and Secretaries.

Colombo, April 24, 1928.

The Ceylon Provincial Estates Company, Limited.

NOTICE is hereby given that an Extraordinary General Meeting of the above Company will be held at 45, Queen street, Fort, Colombo, the registered office of the Company on Saturday, May 5, 1928, at 11 o'clock in the forenoon, for the following purposes:—

(1) To consider and, if thought fit, to confirm as special resolutions the following resolutions which were passed at the Extraordinary General Meeting of the above Company held on April 13, 1928:—

(A) That the Articles of Association of the Company be altered by the addition thereto immediately after the heading 'Dividends, Bonus, and Reserve Fund' of the following Article, which shall be numbered 127 (a):—

'127. (a) *Division of Profits.*—Subject to the rights of holders of shares issued upon special conditions and to any arrangement that may be made by the Company to the contrary and subject as to shares not fully paid up to any special arrangement that may be made, the provisions of these Articles shall apply to the profits of the Company payable among the Shareholders in proportion to the shares held, or credited as paid on the shares held, as follows:—

(B) "That Articles numbered 127 and 127 (a) of the Company's Articles of Association be renumbered 127 (b) and 127 (c) respectively."

(2) To consider and, if thought fit, to pass the following resolution:—

"That it is desirable to capitalize a sum of Rs. 498,600 out of the sum of Rs. 598,697.02 standing to the credit of the Company's Extension Account, being part of the undivided profits of the Company, and accordingly that the said sum of Rs. 498,600 be capitalized and distributed among the Shareholders of the Company on the footing that they become entitled thereto as capital in pursuance of Article 130 (a) of the Company's Articles of Association and that the said capital sum be applied on behalf of the persons who on the date of the passing of this resolution were holders of the 83,100 issued shares of Rs. 10 each of the Company in payment in full for 49,860 shares of the Company of Rs. 10 each, and that such 49,860 shares credited as fully paid be accordingly allotted to such persons respectively in proportion to the number of shares then held by such persons respectively, and that the shares so distributed shall be treated for all purposes as an increase of the nominal amount of the capital of the Company held by each such Shareholder and not as income, and that the said 49,860 shares shall not participate in any dividend declared prior to the date of the passing of this resolution, but shall participate in any dividend declared thereafter *pari passu* with the said 83,100 shares."

By order of the Board,

GEORGE STEUART & Co.,
Colombo, April 27, 1928. Agents and Secretaries.

George Steuart & Co. (Ceylon) Coconut Estates, Limited.

(In Voluntary Liquidation.)

NOTICE is hereby given that creditors of the above-named Company are required to send to the Liquidator of the said Company, to reach him on or before June 4, 1928, particulars of their debts or claims against the above Company, in default whereof they may be excluded from the benefit of any distribution of the assets of the Company.

Dated this 21st day of April, 1928.

GEORGE A. J. BARRON,
Liquidator.

1-4, Great Tower street,
London, E.C.4.

The St. Martin's Tea and Rubber Company, Limited.

NOTICE is hereby given that the Second Annual General Meeting of the Company will be held at the registered office of the Company, Mademmu Mills, Union place, Cinnamon Gardens, Colombo, on Friday, May 4, 1928, at 3 P.M.

Business.

1. To receive the report of the Directors and the accounts for the twelve months ended March 31, 1928.
 2. To elect Directors.
 3. To appoint Auditors for the current year. The retiring Auditors Messrs. Ford, Rhodes, Thornton & Co., offer themselves for re-election.
- To transact any other business that may be duly brought before the Meeting.

By order of the Directors,

LIPTON, LTD.,
Colombo, April 25, 1928. Agents and Secretaries.

Killogala (Uva) Estates, Limited.

NOTICE is hereby given that the Second Annual Ordinary General Meeting of the Company will be held at the registered office of the Company, Chatham street, Fort, Colombo, on Monday, May 7, 1928, at 12 noon.

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

2. To elect a Director.

To appoint an Auditor, and to transact any other business that may be duly brought before the Meeting.

(The Transfer Books of the Company will be closed from April 28 to May 9, 1928, both days inclusive.)

By order of the Directors,

BOSANQUET & Co., LTD.,

Colombo, April 30, 1928.

Agents and Secretaries.

Auction Sale under Mortgage Decree.

Valuable Property at Dehiwala.

UNDER decree in case No. 26,796, D. C., Colombo, and by virtue of the commission issued to me for the recovery of the amount therein stated, I shall sell by public auction at the spot at 5 P.M. on May 21, 1928:—All those two allotments of land Nos. 222 and 223 called Mahakumbura and Mahakumburaawita, now forming one property, situated at Dehiwala in Palle pattu of the Salpiti korale; containing in extent 1 acre 2 roods and 7 perches. Further particulars from George R. Motha, Esq., Proctor and Notary, Colombo, or—

5, Hulftsdorp,
April 28, 1928,
Phone: 1627

C. E. KARUNARATNA,
Auctioneer.

Auction Sale under Mortgage Decree.

Valuable Property at Junction of Armour Street and Grandpass Road, and Several Lands and Fields in Siyane Korale.

UNDER decree in D. C., Colombo, 24,805, and the commission issued to me, I shall sell by public auction at Colombo, at the premises firstly mentioned below, commencing at 4 P.M. on Saturday, May 19, 1928, the following lands and premises:—(1) Undivided half share of those contiguous allotments of land forming one property, consisting of lots 6, 8, and 7 being portions of the land described in title plan No. 38,173, formerly bearing assessment Nos. 1, 2, and 44, presently bearing assessment Nos. 812-44 (1-10), 831-933, Armour Street and Grandpass, together with all the houses, timber sheds, and other buildings thereon, situated at the junction of Grandpass road and Armour street, within the Municipality of Colombo, containing in extent 1 rood and 19 97/100 perches, subject to the primary mortgage thereof created by bond No. 120, dated July 28, 1926, attested by George R. Motha, Notary Public, in favour of the plaintiff; (2) All that divided one-fourth share marked C of the land called Hedawakagahawatta, situated at Makola in Adikari pattu of the Siyane korale, Colombo District, in extent 2 roods and 18 perches; (3) All that divided one-fourth share marked E of the land called Hedawakagahawatta, situated at Makola aforesaid, in extent 1 acre 3 roods and 24 perches; (4) Undivided one-half share of two contiguous portions of land marked A and C forming one property, called Millagahawatta, situated at Makola aforesaid, in extent 2 roods and 38.68 perches; (5) Undivided one-half share of Millagahakumbura and the adjoining pillewa, situated at Makola aforesaid, in extent 1 acre and 1.29 perches; (6) Undivided one-half share of Millagahakumbura and the adjoining pillewa, situated at Makola aforesaid, in extent 1 rood and 10 perches; (7) Undivided four-sixth shares of Gorakagahawatta marked lot A, situated at Makola aforesaid, in extent 4 acres 1 rood and 32 perches; (8) Undivided four-sixth shares of Gorakagahawatta marked letter A, situated at Makola aforesaid, in extent 3 acres and 6 perches.

Further particulars from George R. Motha, Esq., Proctor and Notary, Colombo, or—

5, Hulftsdorp,
April 25, 1928.
Phone: 1627.

C. E. KARUNARATNA,
Auctioneer.

Auction Sale under Mortgage Decree.

32/

UNDER and by virtue of the order to sell issued to me and the decree entered in case No. 1,427, D. C., Negombo, in favour of Mudunkotuwaage Anoris Appu Weboda, administrator of the estate of M. Don Paul, deceased, against Suduhakurudewage Thepanis Fernando of Wekada for the recovery of the sum of Rs. 3,000, together with legal interest thereon and costs, I shall sell by public auction on Saturday, May 26, 1928, commencing at 3 P.M., the following property, to wit:—

1. An undivided $\frac{1}{2}$ share of the land called Kajugahawatta, situated at Wekada in Dura pattu of the Putturu Korale, in Negombo District, Western Province, in extent about $\frac{3}{4}$ acre.
 2. Undivided $\frac{1}{2}$ share of Kajugahawatta at Wekada aforesaid, in extent $1\frac{1}{2}$ acres.
 3. Undivided $\frac{1}{2}$ share of Delgahakumbura at Wekada aforesaid, in extent about 5 parras of paddy sowing ground.
 4. Undivided $\frac{1}{2}$ share of Kajugahawalakumbura at Wekada aforesaid, in extent about 1 parras of paddy sowing ground.
 5. Undivided $\frac{1}{2}$ share of Paragahawatta at Wekada aforesaid, in extent about 1 acre.
 6. All that land called Kahatagahawatta at Wekada aforesaid, in extent 2 acres.
- The 1st, 2nd, 3rd, 4th, and 5th lands as primary mortgage and 6th land as secondary mortgage.

For further particulars apply to H. O. Salgado, Fiscal, Supreme Court, and Notary Public, Negombo, or to me—

Negombo, April 17, 1928.

K. H. PERRERA,
Licensed Auctioneer.

Auction Sale under Mortgage Decree.

30/

UNDER and by virtue of the decree entered in case No. 1,594, D. C., Negombo, in favour of P. R. S. P. K. N. Narayanan Chetty by his attorney Vena Suppiah Palle of Negombo, against Angampilage Steven alias Stephen Fernando of Marawila for the recovery of the sum of Rs. 1,433.33, together with legal interest and costs of suit, and the order to sell issued to me, I shall sell by public auction on Saturday, May 19, 1928, commencing at 3 P.M., the following property at the respective spots, to wit:—

1. The undivided $\frac{1}{2}$ share of the land called Kajugahawatta, situated at Marawila in Yatakalam pattu of the Central Pitigal korale, in Chilaw District, North-Western Province, in extent 2 acres, with buildings thereon.
2. Undivided $\frac{1}{2}$ share of the portion of land called Paragahayaya and its adjoining Kahatagahawatta at Marawila aforesaid, in extent about 13 $\frac{1}{2}$ yards in breadth from north to south by the western side and 256 yards in length from east to west, with the plantations and buildings thereon.
3. The undivided $\frac{1}{2}$ share of Erabadugahawatta at Marawila aforesaid, in extent 1 acre and 1 rood, with the buildings thereon.
4. Undivided $\frac{1}{2}$ share of the south-western portion of Kongahawatta at Marawila aforesaid, in extent 25 coconut trees plantable ground, with the buildings thereon.

For further particulars apply to me—

Negombo, April 20, 1928.

K. H. PERRERA,
Licensed Auctioneer.

Auction Sale.

Properties at Weerahena and Kolinjadya in the District of Chilaw.

UNDER and decree in case No. 1,865, D. C., Negombo, entered in favour of the plaintiff A. T. A. R. Adappa Chetty of Negombo, against the defendants: (1) Hettiaratchige Don Francis Appuhamy of Weerahena, (2) Hettiaratchige Don Silvester Appuhamy of Weerahena, and (3) Wickrama Aratchige, Don Donal Appuhamy of Weerahena, and by virtue of the order to sell issued to me for the recovery of the sum of Rs. 1,130, with interest of Rs. 850 at 20 per cent. per annum from September 3, 1927, till February 16,

1928, and thereafter at 9 per cent. per annum on the aggregate amount till payment in full and costs of suit, we shall sell the under-mentioned properties mortgaged as primary mortgage by bond No. 304, dated December 31, 1925, and attested by P. A. Fernando, Notary, by public auction at the respective spots on Monday, May 21, 1928, to wit:—

At 3.30 P.M.

1. From and out of the divided southern portion of Sembukuliyawatta, situate at Weerahena in Medapalata of the Pitigal korale in the District of Chilaw, North-Western Province, containing in extent 6 acres and 36 perches, an undivided share, including an undivided 2 acres, together with the buildings standing thereon.

At 4.30 P.M.

2. An undivided 1/4 share of an allotment of land called Kahatagahawatta, situate at Kolinjadiya in Kammal pattu of Pitigal korale aforesaid; containing in extent 1 rood and 13 perches, together with the buildings standing thereon.

Further particulars from T. Q. Fernando, Esq., Proctor, Supreme Court, and Notary, Negombo or—

M. P. KUBERA & Co., Auctioneers.

Negombo, April 24, 1928.

Auction Sale.

In the District Court of Chilaw.

Sena Suni Rawanna Mana Somasundaram Chetty, by his Attorney Sena Una Nawanna Narayanan Chetty of Negombo Plaintiff.

No. 8,319. Vs.

- (1) Garusinghe Dewage Babanis Fernando, (2) Garusinghe Dewage Elaris, both of Hundirapola in Katugampola hatpattu, Pitigal korale in Kurunegala District Defendants.

UNDER decree in the above case, and by virtue of the order of the court for the recovery of the amount due in estate, I shall sell by public auction at the respective spots on May 21, 1928, commencing from 10 A.M. the under-mentioned properties mortgaged by bond No. 14,021, dated April 22, 1922, and attested by P. W. Marasinghe, Notary Public, to wit:—

- (1) All that undivided 1/4 share of all that divided northern portion of Kahatagahawatta alias watta, situate at Hundirapola in Katugampola hatpattu, Pitigal korale, Kurunegala District, North-Western Province; containing in extent 1 acre 1 rood and 5 perches.
(2) All that undivided 1/4 share of all that divided western portion of the land called Horagahayayehena and Kekunegahawalavihena, situate at Welpalla in Pitigal korale aforesaid; containing in extent 4 acres more or less.
(3) All that undivided 1/16 share of all that divided eastern portion of Kekunegahawalawatta, situate at Hundirapola, aforesaid; containing in extent about 6 acres.
(4) All that undivided 1/4 share of all that land called Bulugahawatta alias Kongahamulahena, situate at Welpalla aforesaid; containing in extent about 1 acre and 2 roods.
(5) All that undivided 1/4 share of all that land called Bulugahamulawatta, situate at Hundirapola aforesaid; containing in extent about 3 acres.
(6) All that undivided 1/4 share of all that land called Ambagahawatta, situate at Hundirapola aforesaid; containing in extent about 1 acre.
(7) All that undivided 1/4 share of all that land called Bualahenewatta, situate at Hundirapola aforesaid; containing in extent about 1 acre.
(8) All that undivided 1/4 share of all that land called Kadewatta, situate at Hundirapola aforesaid; containing in extent about 1 acre.
(9) All that undivided 1/4 share of all that land called Gorakagahawatta, situate at Hundirapola aforesaid; containing in extent about 1 acre.
(10) All that undivided 1/40 share of all that land called Bulugahawatta, situate at Hundirapola aforesaid; containing in extent about 1 rood.

(11) All that undivided 1/4 share of all that field called Paragahakumbura, situate at Hundirapola aforesaid; containing in extent about 1 acre and 2 roods.

(12) All that undivided 1/80 share of all that field called Thunhereyawelakumbura, situate at Hundirapola aforesaid; containing in extent about 2 acres and 2 roods.

(13) All that undivided 1/160 share of all that field called Kanuketiyeakumbura, situate at Hundirapola aforesaid; containing in extent about 5 acres.

(14) All that undivided 1/160 share of all that field called Maditiyagahakumbura, situate at Hundirapola aforesaid; containing in extent about 5 acres.

Further particulars from M. L. Marasinghe, Esq., Proctor, Supreme Court, Chilaw, or—

B. A. POWELL, Auctioneer.

Negombo, April 21, 1928.

Auction Sale.

UNDER and by virtue of a commission issued to me in testamentary case No. 6,332, D. C., Galle, and at the instance of Mr. Chas. Northway of Elpitiya, as administrator of the estate of the late J. W. Robertson and as attorney of Mrs. Lily Maud Armitage of Australia and William Nicol Robertson of Transvaal, I will sell by public auction at the New Oriental Hotel, Galle, on Saturday, May 18, 1928, commencing at 3 P.M., the entirety of the following land situate in the following pattu and Wellaboda patta:—

- 1. Land called Watugahaindahena, in extent 2 acres and 21 perches, situated at Polgahawila village.
No. 2. Land called Watugahaindahena, in extent 3 roods and 22 perches, situated at Polgahawila village.
No. 3. Land called Watugahaindakoratuwa, in extent 3 roods and 26 perches, situated at Polgahawila village.
No. 4. Land called Dedduwelakanda, in extent 1 acre 3 roods and 30 perches, situated at Polgahawila village.
No. 5. Land called Mottakandaaddarawatta and Talawa, in extent 1 acre and 28 perches, situated at Agaliya, T. Ps. 224,249 and 242,587.
No. 6. Land called Mahawilakumbura, in extent 4 acres 2 roods and 27 perches, situated at Pinikahana.
No. 7. Land called Hope estate, comprising of two blocks, in extent 7 acres 1 rood and 2 perches, situated at Halloluwa, within the Municipality and town of Kandy.
Also one double-barrelled breach-loading 12-bore gun by Cogswell & Harrison.
For further particulars, please apply to Mr. C. L. Wickremasinhe, Proctor, Supreme Court, and Notary Public, Galle.

R. L. EPHRAIMS, Auctioneer.

Auction Sale under Mortgage Decree, D. C., No. 24,289.

In the District Court of Galle.

BY virtue of the commission issued to me in the above case, I shall offer for sale by public auction the following property on Saturday, April 28, 1928, commencing from 2.30 P.M., at the 5th named land to recover the principal, interest, and costs of suit due to the plaintiff in the above case:—

- 2. All that undivided 1/16 part of the soil and trees of the land called Kankanangewatta alias Ulkatugodawatta at Diviture, in extent about 12 acres.
5. All that undivided 1/80 part of the soil and soil share trees, together with an undivided 1/4 part of the planter's share of the plantations made on an undivided portion in extent 1 acre towards the north by Gurusinghe Kankanange Bastian of the land called Kankanangewatta alias Ulkatuhene Egodahawatta at ditto, about 12 acres in extent.

6. All that field called Nawahawulkumbura at ditto, about 12 kurunies paddy sowing extent.

7. All that undivided $\frac{1}{2}$ share of the western portion of the Atahawulgoipola at ditto, containing 12 kurunies paddy sowing extent.

9. All that undivided $\frac{1}{4}$ part of the land called Duwela at ditto, containing in extent about 6 bushels of paddy sowing extent.

For further particulars, please apply to A. S. Jayawickrama, Esq., Proctor, or to—

D. G. RATNAPALA,
Auctioneer.

Sri Lanka Prabodhaya Office,
Galle, April 3, 1928.

Henderson & Co.

NOTICE is hereby given that the partnership business of merchants and estate and commission agents heretofore carried on at Colombo under the name, style, and firm of Henderson & Co., by James Alexander Henderson, Herbert Joseph Hanscomb, and George Kenneth

Logan, has so far as the said James Alexander Henderson is concerned been terminated as from April 18, 1928, by his death. The said partnership business will be carried on as from the said date by the continuing partners, Herbert Joseph Hanscomb and George Kenneth Logan.

HENDERSON & Co.

Colombo, April 23, 1928.

Cancellation of Power of Attorney.

THIS is to inform the public that I have this day ceased to carry on business at 23, Old Butcher street, in Colombo, and cancelled the power of attorney granted for that purpose by me in favour of P. Shanmuga Sundarampillai of Pettah, Colombo, under deed No. 541, dated March 11, 1926, attested by S. G. Watson of Colombo, Notary Public.

Colombo, April 25, 1928. S. M. MOHAMED IBRAHIM.

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

Ratnapura Urban District Council.

IT is hereby notified that the Ratnapura Urban District Council has, under section 141 of the Local Government Ordinance, No. 11 of 1920, exempted all properties in the villages of Mudduwa and Muwagama from the special water rate of six per centum imposed for the year 1928 on the annual value of all immovable property within the administrative limits of the Ratnapura Urban District Council, vide notice in *Government Gazette* No. 7,621 of December 16, 1927.

The Kachcheri,
Colombo, April 21, 1928.

R. N. THAINE,
President,
Local Government Board.

Notice of Sale of Property, Urban District Council, Negombo.

NOTICE is hereby given that in the absence of movable properties liable to seizure (1) rents and profits from 1 to 3 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Urban District Council, Negombo, in terms of 140th clause of Ordinance No. 6 of 1910, for arrears of assessment rates due on the premises mentioned in the subjoined schedule for the 4th quarter, 1927, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount due of the assessment rates and costs be duly paid.

M. AUSTIN FERNANDO,
Acting Chairman.

Urban District Council Office,
Negombo, April 20, 1928.

SCHEDULE.

Time of Sale: To commence at the first named premises at 8 A.M., each day.

Tuesday, May 1, 1928.

Main street: No. 18; St. Mary's street: No. 57; 3rd Cross street: Nos. 2/3, 12; Customhouse road Nos. 4, 12, 37; Mudaliyar's road: Nos. 1, 9A, 10; Grand street: Nos. 28, 31; Leitan's lane: Nos. 10, 23, 31; St. Joseph's street: Nos. 30, 44, 48, 57/58, 66, 83, 100.

Wednesday, May 2, 1928.

Cemetery lane: Nos. 14, 1, 29; 1st Tamitta: No. 7; Chilaw road: Nos. 1/5, 32, 35; 2nd Tamitta: Nos. 2, 3A, 8/9, 35.

Thursday, May 3, 1928.

Munnakkara: Nos. 26, 51A, 53, 120, 121, 122, 124, 129, 140, 169, 186, 194, 196, 202, 211, 212, 220, 222B, 231, 233, 224A; 2nd Udayartoppu: Nos. 33A, 67A; 2nd Hunupitiya: Nos. 36, 40, 73.

Monday, May 7, 1928.

Sea street: Nos. 62, 64, 130, 147, 169, 170, 179, 183, 193, 194; Kamachchoda: Nos. 1/7, 14, 20/24, 34, 57; Canal Bank West: No. 40.

Tuesday, May 8, 1928.

3rd Sea street: Nos. 32, 36, 55, 75, 84, 85, 89, 90, 91, 92, 98, 108, 109, 117, 119, 120, 128, 133, 135, 153, 154; 4th Sea street: Nos. 18, 26, 44, 73, 84, 200, 202, 214, 226, 233, 235, 240, 242, 244, 252, 256, 257, 260, 261, 271, 291.

Wednesday, May 9, 1928.

1st Bolawalana: No. 21; 2nd Bolawalana: Nos. 6, 45, 69; 4th Bolawalana: No. 40.

Thursday, May 10, 1928.

2nd Kurana: No. 54; 3rd Kurana: Nos. 71, 95, 126, 128, 135, 269, 329; 4th Kurana: Nos. 56, 124, 131, 178. *

Friday, May 11, 1928.

Kattuwa: No. 9; 2nd Periyamulla: No. 32; 4th Periyamulla: Nos. 58, 72, 75, 76; 4th Periyamulla: Nos. 77/79, 92, 113, 116, 127, 137, 175, 176, 192, 199, 203, 204, 216, 217.

Saturday, May 12, 1928.

4th Tamitta: Nos. 10, 19, 34, 57, 91, 94, 99.

Monday, May 14, 1928.

3rd Udayartoppu: Nos. 3, 40; 4th Udayartoppu: No. 28.

Tuesday, May 15, 1928.

Mahahunupitiya North: Nos. 4, 5; Mahahunupitiya South: No. 2.

MISCELLANEOUS DEPARTMENTAL NOTICES.

Sale of Goods.

NOTICE is hereby given that the under-mentioned package which has been lying at the Indian Goods Shed, Maradana, beyond the time allowed by law, will be sold by public auction on Tuesday, May 15, 1928, at 1 P.M., 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.

Way, Number and Date.	From Station.	C consignee.	Number and Description of Goods.
4274 of December 15, 1927.	Madras Egmore		1 parcel books

H. M. Customs,
Colombo, April 20, 1928.

F. C. GIMSON,
for Principal Collector.

IMPORTERS of rubber are hereby notified that export exemption certificates issued on and after May 1, 1928, will only be valid for 6 months from the date of imposition of the rubber.

H. M. Customs,
Colombo, April 23, 1928.

H. J. L. LEIGH-CLARE,
for Principal Collector.

Ordinance No. 17 of 1869.

The following regulation is made by the Principal Collector of Customs in terms of section 26 of the said Ordinance and is published for general information:—

Barrels, drums, &c., of tar, asphalt, and similar substances, shall not be landed in the Customs premises in a damaged and leaking condition.

H. M. Customs,
Colombo, April 21, 1928.

F. C. GIMSON,
for Principal Collector.

Tares.

THE tares for bags of rice published in *Government Gazette* of March 28, 1920, is hereby cancelled and the following tares shall be substituted therefor—

Rice.	Import.	Tare.
Bangkok (broken rice)	..	2½ lb.
Bangkok (boiled rice)	..	2 lb.
Bombay per bag	..	5 lb.
Calcutta per bag	..	2 lb.
Coast per bag	..	5 lb.
Karacheheri, Negapatam, per single bag	..	2½ lb.
Rangoon per single bag	..	2 lb.
Rangoon per double bag	..	4 lb.
Singapore per single bag	..	2½ lb.
Singapore per double bag	..	4 lb.

H. M. Customs,
Colombo, April 24, 1928.

H. J. L. LEIGH-CLARE,
for Principal Collector.

WITH reference to the Notification dated January 4, 1928, appearing in the *Government Gazette* No. 7,623 of January 6, 1928, relating to the alteration of Births and Deaths Registration divisions in Kurunegala District, it is hereby notified that the persons whose names appear in the subjoined schedule have been appointed with effect from March 1, 1928, to be Registrars of Births and Deaths for the divisions noted opposite their respective names holding office in the places appearing in column 3.

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

E. R. DE SILVA,
Registrar-General.

SCHEDULE REFERRED TO.

North-Western Province, Kurunegala District.

1. Name of Registrar.	2. No. and Name of Registration Division.	3. Place of Office.
W. M. W. B. M. R. B. Arambepola	2. (a) Tiragandaha korale east	Thalawalawwewatta in Doratiyawa
R. L. Hanakumbura	2. (b) Tiragandaha korale west	Wanduragala
W. M. Banda	7. (a) Weyda korale	Pallegera
W. M. Tikiri Banda	7. (b) Gamhwa korale	Pallagewatte in Irimim
H. B. M. Ansdahamy	10. (a) Mahagalboda Megoda korale north	Pahalatobupalewatta in Rangama
H. M. Kiribanda Hunupola	10. (b) Mahagalboda Megoda korale south	Maraluwawa
M. S. B. W. T. M. D. B. Timbiriwewa	17. (a) Magulmedagandaha korale east	Udegirille
R. M. Appuhamy	17. (b) Magulmedagandaha korale west	Siyembelagahamulewatta in Likolapitiya
S. M. R. Sangakkara	29. (a) Tissawa korale	Kosgahamulawatta in Bendarakoswatta
L. A. M. Dingiri Banda	29. (b) Angomu korale	Galagawawatta in Kendegedara
L. W. A. M. Punchi Banda	31. (a) Yatikaha korale north	Karagahagedara
D. M. Banda	31. (b) Yatikaha korale south	Gederawatte in Assedduma
S. M. Gunaratna Banda	34. (a) Kiriya korale	Bowatta
H. M. P. R. Padirwela	34. (b) Karanda pattu korale	Udawela
N. M. G. Kirimudiyansa	35. (a) Katugampola korale north	Puhudiwulgahamulewatta in Digalla
T. H. M. Banda	35. (b) Katugampola korale south	Kanadulla
M. M. Piris Appuhamy	35. (c) Yagampattu korale	Boghawatta at Hiruwelpola
R. M. Punchi Banda	37. (a) Dambadeni Udukaha korale west	Walawwewatta in Dambadeniya
G. S. M. Punchi Banda	37. (b) Dambadeni Udukada korale north	Narammale
H. M. Siyatu Banda	38. (a) Dambadeni Udukaha korale East	Kolongahamulahene in Wen-noruwa
W. M. P. B. Tilakaratna	38. (b) Dambadeni Udukaha korale south	Boyawalana
W. M. Dingiri Banda	39. (a) Udapola Otota korale east	Gurubewilewatta in Panaliya
D. M. Kiri Mudiyansa	39. (b) Udapola Otota korale west	Pelbimahawatta in Ratmalagoda

Statement of Revenue and Expenditure of the Urban Education District Committee, Matara, for 1927.

REVENUE.	Rs. c.	EXPENDITURE.	Rs. c.
Government grants	3,055 0	Salaries	555 0
Other receipts—		Office requisites	81 75
Miscellaneous	15 0	Government Muslim School	841 67
Balance on January 1, 1927	8,304 88	Office rent	75 0
			1,553 42
		Balance on December 31, 1927	9,821 46
	11,374 88		11,374 88

Urban Education District Committee,
Matara, April 18, 1928.

F. A. OBEYSEKERE,
Chairman.

Pitawela Roman Catholic Anglo-Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. Father J. B. de Geradon for grant in aid of the above school, which is situated at Hewadiwela, Kegalla District of the Province of Sabaragamuwa. Observations will be received not later than May 27, 1928.

Education Office,
Colombo, April 27, 1928.

L. MACRAE,
Director of Education.

Morontuduwa Estate School.

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

Observations will be received not later than May 20, 1928.

Education Office,
Colombo, April 20, 1928.

L. MACRAE,
Director of Education.

Sri Sumangala Girls' English School.

NOTICE is hereby given that the above school situated in Panadure, Kalutara District of the Western Province, under the management of Mr. P. de S. Kularatne, has been registered as a grant-in-aid school.

Education Office,
Colombo, April 27, 1928.

L. MACRAE,
Director of Education.

Somyland Estate School.

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

Education Office,
Colombo, April 20, 1928.

L. MACRAE,
Director of Education.

Portrea Estate School.

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

Observations will be received not later than May 20, 1928.

Education Office,
Colombo, April 20, 1928.

L. MACRAE,
Director of Education.

Bt Valaichchenai Kailasapillayar Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Mr. K. Kandiah for grant in aid of the above school, which is situated at Valaichchenai, Batticaloa District of the Eastern Province.

Observations will be received not later than May 20, 1928.

Education Office,
Colombo, April 20, 1928.

L. MACRAE,
Director of Education.

Bt/Putumukattuvaram Vernacular Mixed School.

NOTICE is hereby given that an application has been received from Rev. Fr. Bonnet for grant in aid of the above school, which is situated at Putumukattuvaram, Batticaloa District of the Eastern Province.

Observations will be received not later than May 20, 1928.

Education Office,
Colombo, April 20, 1928.

L. MACRAE,
Director of Education.

Pelmadulla Estate School.

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

Education Office,
Colombo, April 20, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. G. E. Jessop, has been appointed manager of the schools mentioned below, in place of Rev. B. Holland.

Schools referred to.

Karukalmadam
Kaluthaveli
Periaporativu
Palugamam
Kokkadicholai

Tetativu
Kaluthaveli Moopen
Koilporativu
Theevu

Education Office,
Colombo, March 31, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that the Superintendent, Monte Cristo estate, Nawalapitiya, has been appointed manager of the school mentioned below, in place of Rev. G. R. Arulanatham.

School referred to.

Monte Cristo estate School.

Education Office,
Colombo, April 10, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Rev. L. N. Hitchcock, Wolfendahl Girls' English School, Wolfendahl, has been appointed manager of the schools mentioned below, in place of Rev. D. Tweed.

Schools referred to.

Wolfendahl Girls' English School.

Education Office,
Colombo, April 10, 1928.

L. MACRAE,
Director of Education.

Change of Management.

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

Schools referred to.

Muthulaikudah
Munaikadu
Kokkoddicholai

Makiladitivu
Pandariyaveli

Education Office,
Colombo, April 12, 1928.

L. MACRAE,
Director of Education.

Change of Management.

NOTICE is hereby given that Mr. V. L. Dias Abeygunawardana, Licensed Surveyor, Galle, has been appointed Manager provisionally for one year of the school mentioned below, in place of Mr. H. E. Dias Abeygunawardana.

School referred to.

G/Kalegana-abhaya Buddhist school.

Education Office,
Colombo, April 19, 1928.

L. MACRAE,
Director of Education.

Farm School, Peradeniya.**RESULTS OF THE FINAL EXAMINATION OF THE
VERNAACULAR TEACHERS' CLASS, 1927-28.**

Arranged in Order of Merit.

- | | |
|--------------------------------------|-------------------------|
| (1) R. M. Ekanayake (silver medal) | (6) W. S. Ratnayake |
| (2) S. G. Sugathadasa (bronze medal) | (7) H. B. Sugathadasa |
| (3) P. M. D. Brampy | (8) M. D. Herat |
| (4) V. J. Jayawardana | (9) M. D. William |
| (5) Y. D. C. Wijeyaratne | (10) K. L. Tissera |
| | (11) M. A. M. Perera |
| | (12) D. S. Kasturiratne |

Peradeniya, April 24, 1928. F. A. STOCKDALE,
Director of Agriculture.

**Interruption to Traffic on Main Roads, Central Province
(North), Katugastota District.**

IT is hereby notified that, owing to the reconstruction of two weak bridges, the 23rd mile of the road from Teldeniya to Duckwari, Cotaganga, Rangalla, and Ferndale will be closed to all wheeled traffic between May 13 and 20, 1928 (both days inclusive).

Public Works Office, Colombo, April 19, 1928. W. J. THORNHILL,
for Director of Public Works.

**Interruption to Traffic on Main Roads, Western Province
(North), Veyangoda District.**

NOTICE is hereby given that the Nalla bridge on the 22nd mile, Negombo-Giriulla road, will be closed to traffic from May 1, 1928, until further notice. Traffic may pass over the temporary bridge at site. Vehicles not exceeding 3 tons gross weight will be allowed at 4 miles per hour.

Public Works Office, Colombo, April 23, 1928. A. H. F. CLARKE,
for Director of Public Works.

"The Plant Protection Ordinance No. 10 of 1924."

NOTICE is hereby given by the Director of Agriculture, in terms of Regulations 12 of Part II. of the regulations set forth in the schedule to the above-mentioned Ordinance, that the treatment specified in the schedule hereto is prescribed, in substitution for that set out in the schedule to the notice published in *Government Gazette* No. 7,615 of November 18, 1927, for the treatment of plants attacked by the Tea Tortrix which has been declared to be a pest under Regulation 5 of the said regulations.

Department of Agriculture, Peradeniya, April 19, 1928. F. A. STOCKDALE,
Director of Agriculture.

SCHEDULE.**Tea Tortrix.**

- (1) All egg masses of Tea Tortrix on tea must be collected and destroyed within 24 hours of collection.
- (2) All larvae and pupae of Tea Tortrix on tea must be destroyed.

**Sale of Properties for Default of Payment of
Assessment Tax.**

IT is hereby notified under section 34A of Ordinance 13 of 1898, that the following premises situated in Bandarawela town will be sold by public auction, on May 8, 1928, for default of payment of assessment tax—

Premises No.	Owner's Name.	Tax due.
221 ..	Mrs. C. Raja-ratnam	Re. 1.56 (2nd and 3rd quarters, 1927)
372 ..	Badderala ..	Cents 78 (3rd quarter, 1927)
375 ..	A. V. Croning	Re. 1.56 (3rd quarter, 1927)

April 2, 1928.

H. W. CODRINGTON,
Government Agent.

Recruitment of Field Staff of the Irrigation Department

VACANCIES exist for Learners for the Field Staff of the Irrigation Department and applications for the posts are invited.

Candidates must be between the ages of 18 and 25 and must have passed the London Matriculation or Cambridge Senior Examination including the subject "Mathematics" and in addition to the pass certificate in either of these examinations they will be required to produce in original—

- (a) Birth certificate.
- (b) Conduct certificates from the candidates' schoolmasters and also certificates of respectability from at least two persons, whose social or official position can be accepted as a guarantee of reliability, and who are not the candidates' schoolmasters.

2. Application forms may be obtained from any of the Divisional Irrigation Engineers stationed at Anuradhapura, Batticaloa, Tangalla, Kolonnawa (Colombo), Kurunegala, and Haldummulla, which must be duly filled in and returned to the Divisional Irrigation Engineer (nearest to the applicant's own place of residence) so as to reach him not later than May 21, 1928.

3. Applicants who have satisfied the above requirements will be required to interview the Divisional Irrigation Engineer who will examine them orally as to their general fitness for appointment as Learners.

Successful candidates, before final appointment as Learners, will be required to produce a health certificate from a Government Medical Officer testifying to the candidate's sound constitution, good vision and hearing, and physical fitness for service in any part of the Island.

4. Security for the sum of Rs. 100 in two satisfactory sureties must be furnished by Learners to cover the cost of loss of stores or damage to instruments through neglect or carelessness. Learners must also sign an agreement to the effect that they will serve, if so required by the Director of Irrigation, for a period of 3 years in this Department, failing which they will refund the cost of their training, if called upon to do so.

5. The training of Learners will be undertaken by the Irrigation Department at the Training School at Trincomalee and in the field and the course will consist of approximately—

- 6 months in the Training School (commencing from July 2, 1928);
- 3 months in the field; and
- 3 months in the Training School.

During this period, a subsistence allowance of Rs. 30 per month will be paid. A Learner proceeding to Trincomalee for training will only be allowed free railway warrants and actual fares by public conveyance between his home and Trincomalee, but when changing station afterwards he will be paid in addition, daily subsistence allowance at the rate paid to Irrigation Sub-Inspectors.

At the conclusion of the period of training, Learners will be required to take up an examination for Irrigation Sub-Inspectors, but a Learner who does not study properly or who shows no promise of becoming a satisfactory officer may be discontinued at any time.

6. A Sub-Inspector will be eligible, on passing a further examination, for promotion to Irrigation Inspector (on vacancies occurring) and ultimately, after satisfactory service and approved ability, to Assistant Irrigation Engineer. The pay of these officers at present is as follows:—

Irrigation Sub-Inspectors, Rs. 1,200 to Rs. 2,500 per annum.

Irrigation Inspectors, Rs. 2,640 to Rs. 4,440 per annum.

Assistant Irrigation Engineers, Rs. 4,000 to Rs. 7,000 per annum.

7. Suitable Learners may be given the option of coming under any improved scheme of training which the Committee considering the question of training of Ceylonese for higher employment in the Technical Departments may decide upon.

W. BROWN,

Irrigation Department, for Director of Irrigation.
Trincomalee, April 19, 1928.

Loss of Firearms.

MATALE DISTRICT.

1. A single-barrelled cap gun licensed under No. A 13787/767 and bearing No. 492 on the stock.

Owner: A. Dingiriya, Matalapitiya in Matale South.

Remarks: Lost in the watch hut.

2. A single-barrelled cap gun licensed under No. 423 and bearing No. 1356 on the stock.

Owner: P. Puncha of Wehigala in Matale South.

Remarks: Said to have been lost.

3. A single-barrelled cap gun licensed under No. A 13415/40 and bearing No. 741 on the stock.

Owner: G. Punchirala of Kobbewehara in Matale North.

Remarks: Said to have been lost.

4. A single-barrelled cap gun licensed under No. A 14445/1521 and bearing No. 1223 on the stock.

Owner: Mr. M. E. Finlinson of Pansalatonne estate, Ukukwela.

Remarks: Suspected to have been removed by a bolter from the estate.

5. A single-barrelled cap gun licensed under No. A 13734/714 and bearing No. 1461 on the stock.

Owner: D. Puhula of Etipallawela in Matale South.

Remarks: Said to have been lost.

6. A single-barrelled cap gun licensed under No. 13879/859 and bearing No. 593 on the stock.

Owner: I. Ukku Banda Homapola in Matale North.

Remarks: Said to have been lost.

7. A single-barrelled cap gun licensed under No. 15459/168 and bearing No. 1010 on the stock.

Owner: I. Don Migel Appuhamy of Wahacotte in Matale North.

Remarks: Said to have been lost.

8. A double-barrelled breech-loading* gun licensed under No. D 03478/152 and bearing No. 24026 on the barrel.

Owner: Eliza Rajasingam of Almond Hill estate, Matale.

Remarks: Said to have been lost.

9. A single-barrelled cap gun licensed under No. 14794/2081 and bearing No. 1330 on the stock.

Owner: H. M. P. Banda of Tenne in Matale South.

Remarks: Said to have been lost.

M. F. DE S. JAYARATNE,

The Kacheheri, for Assistant Government Agent.
Matale, April 17, 1928.

KURUNEGALA DISTRICT.

A single-barrelled cap gun, Q 10297 marked on barrel and stock, owned by Pulage Wijja Panikkiya of Liyanagama in Wannu hatpattu in the District of Kurunegala, and reported to have been lost in November last.

The Kacheheri, W. ABEYAWARDANE,
Kurunegala, April 19, 1928. for Government Agent.

1. A single-barrelled cap gun No. 3525 marked on stock owned by S. T. Carolis Perera Appuhamy of Meddepola in Katugampola hatpattu, in the District of Kurunegala, and reported to have been lost in October last.

2. A single-barrelled cap gun No. Q 8985 marked on stock and barrel, owned by W. M. Dingiri Appuhamy of Katugampola in Katugampola hatpattu, in the District of Kurunegala, and reported to have been lost in November last.

The Kacheheri, W. ABEYAWARDANE,
Kurunegala, April 24, 1928. for Government Agent.

PUTTALAM DISTRICT.

Martino Appu of Toduwawa, owner of double-barrelled cap gun bearing licence No. 50/304 and marked 39 and 2785, has lost his gun at Mawatagama in Puttalam District about a month ago.

A. R. HALLOCK,
The Kacheheri, for Assistant Government Agent.
Puttalam, April 19, 1928.

RATNAPURA DISTRICT.

Description of property: One S. B. Cap gun No. 671.
Number of licence: 309/KR.
Licensee: K. A. Sedirisappu of Mapote, Kalatuwawa.
Remarks: The gun is reported to have been lost.

The Kacheheri, J. M. DE SILVA,
Ratnapura, April 20, 1928. for Government Agent.

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. 36, situated at Fergusons 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 14, 1928.

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

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 21, situated at St. Michael's street, 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 April 19, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 20, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 170, 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 April 16, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 20, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the premises bearing assessment No. 3, situated at Church road, Matakuliya, 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 April 22, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 24, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated April 12, 1928, published in the *Government Gazette* No. 7,630 of April 20, 1928, the premises bearing assessment No. 8, situated at Hampden lane, Wellawatta, 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 24, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 24, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

WHEREAS by proclamation dated April 3, 1928, published in the *Government Gazette* No. 7,638 of April 12, 1928, the premises bearing assessment No. 330/5, 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 22, 1928.

The Municipal Office, CHAS. W. PATE,
Colombo, April 24, 1928. Municipal Veterinary Surgeon.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Walpole, in Alutkuru korale south of the Colombo District of the Western Province, under section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, and proclaimed in *Gazette* dated March 22, 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, R. J. PUNNA,
Colombo, April 24, 1928. for Government Agent.

Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Mahawatta, Salpiti 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 22, 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 23, 1928. for Government Agent.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Welikada, in Garden No. 369, 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 Mr. H. P. Gunawardana, south by dewata road, east by land belonging to P. D. Joseph, west by dewata road.

This declaration shall take effect from the date hereof.

April 4, 1928. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Pita Kotte in Higgahawatta, 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 a portion of Higgahawatta, east by Dalukotuwa-watta, west by Kongahawatta.

This declaration shall take effect from the date hereof.

April 5, 1928. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kirillapone, in garden No. 223, 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 Dewamullage Abilin Perera, south by land belonging to Dewamullage Johanis Perera, east by Kelani Valley Railway Line, west by land belonging to Mr. Loos.

This declaration shall take effect from the date hereof.

April 12, 1928. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Godigamuwa No. 532, 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 fields, south by Ketakelagahawatta, east by fields, west by dewata road leading to fields.

This declaration shall take effect from the date hereof.

April 12, 1928. D. E. WIJESKERE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Navinna, No. 527, 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 Kirillapora Padukka road, south by Pansalawatta at Navinna, east by Owita, west by dewata road.

This declaration shall take effect from the date hereof.

April 19, 1928.

D. E. WIJESSEKERA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at premises No. 390, 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 B. G. Fernando, south by land belonging to J. P. A. Fernando, east by land belonging to Mr. Salgado, west by land belonging to B. G. Fernando.

This declaration shall take effect from the date hereof.

March 29, 1928.

G. W. DE FONSEKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at 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 road leading to Kuduwanulla, south by land belonging to B. Prolis Fernando, east by land belonging to Mr. Salgado, west by the Galle road.

This declaration shall take effect from the date hereof.

April 2, 1928.

G. W. DE FONSEKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Ambelangoda 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 called Kandagawatta, south by land called Getadelgahawatta, east by land called Liyangawatta and Kahetegahawatta, west by Embulgahaowita.

This declaration shall take effect from the date hereof.

April 4, 1928.

G. W. DE FONSEKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Idama in premises No. 302, 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 R. C. Fernando, south by land belonging to Watutantige Haramanis Peiris, east by land belonging to T. J. S. Peiris, west by Lunawa kalapuwa.

This declaration shall take effect from the date hereof.

April 4, 1928.

G. W. DE FONSEKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Laxapathiya, in garden No. 74, in Salpiti korale of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the land belonging to Waduge Juwanis Fernando, south by the land belonging to Mr. H. L. de Mel, east by the land belonging to M. E. Salgado, west by the land belonging to Waduge Juwanis Fernando.

This declaration shall take effect from the date hereof.

April 15, 1928.

G. W. DE FONSEKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Laxapathiya, Nos. 9 and 10, 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 Gate Mudaliyar, J. W. C. de Soysa, south by land belonging to J. W. E. Mendis, east by land belonging to Gate Mudaliyar J. W. C. de Soysa, west by land belonging to J. W. E. Mendis.

This declaration shall take effect from the date hereof.

April 17, 1928.

G. W. DE FONSEKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at premises No. 48, Laxapathiya, 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 Arnolis Mendis, south by land belonging to Bastian Perera, east by land belonging to Balapuwaduge Pedru Fernando, west by land belonging to M. W. Salgado.

This declaration shall take effect from the date hereof.

April 18, 1928.

G. W. DE FONSEKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Sapugahawatta at Akarawita, 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 Don Pablie Gunawardana, south by land of William Kumarasingha and others, east and west by boundary fence of two lands belonging to Don Peter Gunawardana, Police Vidane.

This declaration shall take effect from the date hereof.

April 10, 1928.

TIMOTHY F. ABAYAKOON,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Paurugahawatta at Nagoda, 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 Marthiyas Fernando, south by land of James Muhandiram, east by land of Rosamariya Fernando, west by land of James Muhandiram.

This declaration shall take effect from the date hereof.

April 10, 1928.

TIMOTHY F. ABAYAKOON,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Kongahawatta at Kandana, in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by boundary of land belonging to H. Don Selestinuappu, south by boundary of land belonging to S. Dona Seihami, east by boundary of land belonging to Marthinu Jayawardana and others, west by boundary of land belonging to H. Don Marsalappu and others.

This declaration shall take effect from the date hereof.

April 11, 1928.

TIMOTHY F. ABAYAKOON,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out on Kadurugahawatta at Kandana, in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by boundary of land belonging to K. James Perera Samarasinghe, south by boundary of land belonging to P. Simion Perera, east by

boundary of land belonging to P. Eusinihami, west by boundary of land belonging to K. James Perera Samarasinghe.

This declaration shall take effect from the date hereof.

April 11, 1928.

TIMOTHY F. ABAYAKOON,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Alutgama Gampaha, in 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 Gampaha-Yakkala District Road Committee road, south by water course, east by ditto, west by land belonging to Mr. C. P. Dias Bandaranayake.

This declaration shall take effect from the date hereof.

March 31, 1928.

MAURICE PERERA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Suripaluwa, in 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 Parakandeniya Village Committee road, south by land belonging to Muhandiram Jayakody, east by Suripaluwa cart road, west by track of fields.

This declaration shall take effect from the date hereof.

April 3, 1928.

MAURICE PERERA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Nedungolla in Welikadamulla in Siyane korale east of Colombo District of the Western Province: It is hereby declared in terms of section 5 sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by paddy fields, south by Midigahakumbura and Kotigalawatta, east by Hapugahaowita and Muruthawalawatta, west by ela and Moonamalgasowita.

This declaration shall take effect from the date hereof.

April 10, 1928.

R. L. D. BANDARANAYAKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Wanduramulla and Urapola 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 Attanagalu-oya, south by Wetakeyapotha paddy field, east by Attanagalu-oya, west by Veyangoda-Ruanwella road.

This declaration shall take effect from the date hereof.

April 10, 1928.

R. L. D. BANDARANAYAKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Waragoda and Pelpita division No. 362 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 village boundary of Godagama, south by Godalandewatta, east by village boundary of Walikadamulla, west by Pasyala-Hanwella road.

This declaration shall take effect from the date hereof.

April 14, 1928.

R. L. D. BANDARANAYAKA,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Bopetha, 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 Horagahawatta, south by Kurunduwatta, east by Puwakwatta, west by Owilanewatta.

This declaration shall take effect from the date hereof.

April 14, 1928.

R. L. D. BANDARANAYAKA,
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 land belonging to K. Pedrick Perera and others, south by Gampaha-Yakkala District Road Committee road, east by land belonging to R. Seenchi Nona, west by land belonging to K. Buddadasa and others.

This declaration shall take effect from the date hereof.

April 5, 1928.

A. D. MUNASINGHE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Alutagama Weediawatta 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 Attanagalu-oya, south by Galtota-oya, east by Balatu-ela, west by boundary of Korawala.

This declaration shall take effect from the date hereof.

April 9, 1928.

A. D. MUNASINGHE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Kehelwatugoda, 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 Gampaha-Yakkala District Road Committee road, south by land belonging to Mrs. E. L. Raffel, east by land belonging to D. Y. Ranasinghe, west by Bandarawatta estate.

This declaration shall take effect from the date hereof.

April 12, 1928.

A. D. MUNASINGHE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Ihala Imbulgoda, 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 village boundary of Belummahara, south by track of fields called Nagahakotuwa, east by Imbulgoda fields, west by village boundary of Belummahara.

This declaration shall take effect from the date hereof.

April 12, 1928.

A. D. MUNASINGHE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Wilimbula, in 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 Kirindiwela District Road Committee road, south by korale boundary, east by Mandawala Village Committee road, west by village boundary of Wilimbula.

This declaration shall take effect from the date hereof.

April 17, 1928.

A. D. MUNASINGHE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Heneratgoda, in Medapattu 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 track of fields at Heneratgoda, south by Waturugama Village Committee road, east by Tappakotuwa, west by Kandy road.

This declaration shall take effect from the date hereof.

A. D. MUNASINGHE,
Chief Headman.

April 18, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Talangama South (No. 479) in the Palle pattu, Hewagam korale of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by the Village Committee road, south by District Road Committee road from Battaramulla to Pannipitiya, east by St. Thomas estate, west by District Road Committee road from Battaramulla to Pannipitiya.

This declaration shall take effect from the date hereof.

K. P. RUBAROE,
Acting Mudaliyar, Hewagam Korale.

April 9, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Ukwatta in the Kalutara Totamuno, Kalutara District, Western Province:

It is hereby declared that the area bounded on the north by the Kalu-ganga, east by the Ukwatta bridge, south by the Waduawolyaya, and west by the Toragalla sluice, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from April 18, 1928.

EDMUND PIERIS,
Mudaliyar of Panadura and
Kalutara Totamunos.

April 18, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Minuwangoda, in Alutkuru korale north of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by high road, south by field, east by land belonging to late Police Vidane, west by Tekkawatta.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Mudaliyar, Alutkuru Korale North.

April 11, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Wewagedra, in Alutkuru korale north of the Negombo District of the Western Province: It is hereby declared, in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance

No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land of D. C. Jayakody, south and east by track of fields, west by high road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Mudaliyar, Alutkuru Korale North.

April 16, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Pansilgoda, in Alutkuru korale north of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by village boundary of Wegouwa, south by Minuwangoda-oya and water-course, east by village boundaries of Wattededara and Kelawann, west by track of fields.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,
Mudaliyar, Alutkuru Korale North.

April 16, 1928.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Walbotale in Udugaha pattu north 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 village boundary of Hapugahagedara, south by Walbotale-Ketawatta Village Committee road, east by ditto, west by village boundary of Minioluwa.

This declaration shall take effect from the date hereof.

April 10, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Gaspe in Yatigaha pattu south 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 Mugurugampola-Negombo Public Works Department road, south by lands of Diyonis Appu and Suwaris Appu, east by Banduragoda-Gaspe Village Committee road, west by village boundary of Keppitwalana.

This declaration shall take effect from the date hereof.

April 10, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Rassapana in Yatigaha pattu north 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 village boundary of Kudagammana, south by a village cart road from

Banduragoda to Rassapana, east by village boundary of Hangawatta and Naranapitiya, west by village boundary of Balagalla.

This declaration shall take effect from the date hereof.

April 10, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Balagalla in Yatigaha pattu north 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 estate called Kurunduhena belonging to D. I. Jayakody, south by Naranapitiya-Balagalla Village Committee road, east by ditto, west by Divulapitiya-Kotadeniyawa Public Works Department road.

This declaration shall take effect from the date hereof.

April 10, 1928.

A. L. DASSANAIKE,
Chief Headman.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Toduwawa South and Toduwawa North, in Yata-kalam pattu, Pitigal korale south in Chilaw District, North-Western Province: It is hereby declared that the area bounded on the north by village limit of Ambakandawila, east by the village limit of Madampe, south by the village limit of Mattakotuwa, and west by sea, is infected in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from to-day's date.

April 19, 1928.

C. A. ABEYERATNE,
Mudaliyar, Pitigal Korale South.

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the under-mentioned area described below in Pitigal korale north, in the Chilaw District of the North-Western Province: I do hereby declare in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909 that the said area is an infected one.

This proclamation takes effect from April 16, 1928.

AREA REFERRED TO.

Bingiriya—Boundaries

North.—Panirendawa and Tambagalla village boundaries.
East.—Ratmalagara and Nankadawara village boundaries.
South.—Nankadawara and Medagama village boundaries.
West.—Medagama and Tambagalla village boundaries.

R. H. ABAYASEKARA,
Chilaw, April 19, 1928. Mudaliyar, Pitigal Korale, North

Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out in the village Waharaka, in Dehigampal korale Egodapota pattu, in Kegalla District: It is hereby declared

that the under-mentioned area is infected in terms of sections (1) and (2) of section 5 of Ordinance No. 25 of 1909:—

The infected area is bounded on the north by paddy-fields east by Village Committee path, south and west by Daluwalan-oya.

This declaration is to take effect from to-day.

J. H. MEEDENIYA,
Ratemahatmaya, Three Korales and
Lower Bulatgama.
Ruanwella, April 22, 1928.

Hoof-and-Mouth Disease.

WHEREAS hoof-and-mouth disease has broken out in the village Millawitiya in Uda pattu north, Kuruwiti korale, Ratnapura District, Province of Sabaragamuwa: It is hereby declared that the area, boundaries of which are specified below, is infected in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923.

This declaration is to take effect from the date hereof.

Boundaries of the Infected Area.

North.—Pussella and Kokewita village boundaries.
East.—Rail road and Kandangoda village boundary.
South.—Kandangoda village boundary.
West.—Kuru-ganga.

April 19, 1928.

P. B. MUTTETTUWEGAMA,
Ratemahatmaya, Kuruwiti Korale.

Hoof Disease.

WHEREAS hoof disease has broken out at premises No. 266, 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 road leading to Kuduwanulla and land belonging to Mr. A. C. H. Soysa, south by the wall of this garden, east by road leading to Kuduwanulla and land belonging to Anthony Silva, west by the Galle road.

This declaration shall take effect from the date hereof.

March 29, 1928.

G. W. DE FONSEKA,
Chief Headman.

Hoof Disease.

WHEREAS hoof disease has broken out at premises No. 361, 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 S. A. Silva, south by land belonging to G. N. Fonseka, east by Meth Medura road, west by land belonging to R. C. Fernando.

This declaration shall take effect from the date hereof.

March 29, 1928.

G. W. DE FONSEKA,
Chief Headman.

MUNICIPAL COUNCIL NOTICES.

MUNICIPALITY OF COLOMBO.

Minutes of Proceedings of a General Meeting of the Municipal Council of Colombo held in the Town Hall on Wednesday, March 7, 1928, at 8 p.m.

The Council met this day at 3 P.M. pursuant to notice dated February 29, 1928.

Present :—Mr. W. T. Stace, C.C.S., Chairman ; the Hon. Mr. N. H. M. Abdul Cader, M.L.C. ; Dr. E. V. Ratnayake, Mr. R. L. Pereira, K.C. ; the Hon. Mr. C. H. Z. Fernando, M.L.C. ; Mr. W. E. V. de Rooy ; Mr. A. H. F. Clarke ; Dr. E. A. Coorey ; Mr. G. W. Dodds ; Mr. T. G. Jayewardene, V.D., J.P. ; Mr. N. R. Blande ; Lieut.-Col. C. D. Myles, O.B.E., M.B., R.A.M.C. ; Mr. M. L. M. Reyal ; Dr. S. Muttiah ; Mr. S. W. R. Dias Bandaranaike ; Mr. F. E. Jolliffe ; Dr. V. van Langenberg, V.D. ; and C. R. Lundie.

Before the business of the meeting was taken up, the Chairman said that he felt sure that the Council would join him in congratulating Mr. R. L. Pereira, who had been appointed a King's Counsel for the Island.

The Council signified their endorsement of the congratulations by acclamation.

Mr. R. L. Pereira returned his thanks.

1. The Minutes of the General Meeting of February 1, 1928, having been previously printed and copies thereof having been sent to each Member of Council, were taken as read.

Resolved that the Minutes of the General Meeting of February 1, 1928, be confirmed.

2. Pursuant to notice, Mr. M. L. M. Reyal presented a petition from certain land owners and residents of Dhobies lane in San Sebastian, praying that the name "Dhobies' Lane" be altered to some other appropriate name.

3. Pursuant to notice, Dr. S. Muttiah presented a petition from certain residents of Slave Island, praying that motor traffic be stopped between Java lane and Ingham street.

4. Pursuant to notice, Mr. T. G. Jayewardene asked the Chairman the following question :—As certain important sections of the Housing and Town Improvement Ordinance (19 of 1915) have been found unworkable, and this Council is thereby prevented from undertaking very necessary improvement schemes in this city, except at prohibitive cost, will the Chairman be pleased to inquire why the Ordinance, which the Hon. the Attorney-General stated in his letter of January 25, 1926, to the Hon. the Colonial Secretary, he had drafted to amend the Housing and Town Improvement Ordinance, has not yet been passed, and also if Government will take steps to have one passed at an early date ?

The Chairman replied as follows :—Since receiving notice of this question, I have made inquiries from the Hon. the Colonial Secretary, and have been informed, in reply that the amendment of the Ordinance is under the consideration of a Select Committee of the Legislative Council whose report is awaited.

5. Pursuant to notice, Dr. S. Muttiah asked the Chairman the following questions :—(1) Will the Chairman be pleased to communicate with the Inspector-General of Police with a view to finding out whether it is possible to locate constables opposite schools situated in busy roads with a view especially to helping children to cross roads during opening and closing of such schools and thereby obviate accidents ? (2) Will the Chairman take early steps to appoint a paid lady instructress for the girls' playground at Rifle Garden as at Mutwal ? Will the Chairman also make estimates for a supply of necessary playground equipment suitable for girls for this playground ? (3) Will the Chairman take steps to erect a shelter house at Kew road playground and provide benches ? (4) Will the Chairman appoint a watcher for this playground as early as possible ?

The Chairman replied as follows :—(1) I have communicated with the Superintendent of Police, Colombo, on the subject. The Superintendent of Police points out that as there are 126 schools in Colombo, a large number of which are situated in busy thoroughfares, it is out of the question to consider placing constables outside all of them. Constables are already placed outside certain schools, and the Superintendent of Police is prepared to consider the question as regards any further particular schools where the placing of a constable may be considered necessary. I would suggest that, if the Member has in mind any particular schools, he should give me a list of them, which I will communicate to the Superintendent of Police. (2) I will refer the question to the Standing Committees on Works and Finance. (3) and (4) I will place these suggestions before the Standing Committees on Works and Finance.

6. Pursuant to notice, Mr. M. L. M. Reyal asked the Chairman the following questions :—(1) Is the Chairman aware that the new system of collecting arrears of assessment tax is inflicting some hardship on the poor ratepayers, in view of the fact that at present a distress warrant is executed within ten days of issue and the seizure notice within further ten days, whereas according to the old system about two months' time was allowed to elapse before seizure ? (2) Would it not be feasible to revert to the old system which is less harsh and stringent ? (3) Was any petition regarding this matter received by the Chairman in December, 1927 ? (4) Will the Chairman be pleased to place this matter for consideration before the Finance Committee ? (5) What is the total amount of arrears due in this connection for the second, third, and fourth quarters of 1927 ? (6) How many ratepayers have had their movable property seized under the Ordinance for the second, third, and fourth quarters respectively ?

The Chairman replied as follows :—(1) No new system of collecting arrears of assessment tax has been introduced. It appears that in the past rate collectors have, in many cases without authority, allowed extensions of time on all sorts of pretexts, and in various ways delayed the collection of rates. Endeavours are being made by the Municipal Treasurer to speed up the collection of rates in the interests of efficiency. I am not aware that this is inflicting any hardship upon ratepayers, but I am aware that a certain type of ratepayer always objects to any increased efficiency in the system of collecting rates from him. (2) As there has been no change of system there is no question of reverting to a former system. If it is intended to suggest that the Council should countenance unauthorized delays in the collection of rates, the suggestion is to be deprecated. (3) A petition was received, through Mr. Reyal to whom in reply the facts as stated above, were explained. (4) Yes. (5) Rates aggregating Rs. 325.75 are in arrears for the second quarter, Rs. 1,301.20 for the third quarter, and Rs. 85,841.22 for the fourth quarter. (6) Movable property was seized in 8 cases for the second quarter, and in 9 cases for the third quarter. No seizures have so far been made for the fourth quarter.

7. Pursuant to notice, Dr. E. V. Ratnam asked the Chairman the following question :—What steps have so far been taken to guard against plague assuming epidemic form in Colombo ?

The Chairman replied as follows :—The following are the steps that have so far been taken to guard against plague assuming epidemic form in Colombo :—(1) Upon the occurrence of plague, rat or human, immediate steps are taken to ensure early destruction of the focus of infection. The house or store, together with the adjoining buildings, are pesterined and claytonized immediately. An area is then mapped out and the claytons are set to work starting at the periphery and working inwards towards the infected house or store. (2) Rat destruction is carried out by the Veterinary Department by means of trapping or poisoning. (3) Cheopis infected areas which have already been mapped out are systematically dealt with by claytonizing, thoroughly cleaning the premises, and filling up rat-holes. The campaign is also carried on during the off plague season. (4) Slum areas are being dealt with by demolition of, or improvements to, insanitary dwellings. (5) Rat-proofing of old untrapped drains is carried out by the Municipal Engineer's Department. (6) On representations made by the Municipality the Chalmer's Granaries and Manning Markets are to be made rat-proof by the Government. Funds have been voted and it is understood that the work is shortly to begin. (7) The rat-proofing of the Municipal grain stores in Gasworks street has been recommended by the Standing Committees on Works and Finance. The recommendation will come before the Council at to-day's meeting, and it is hoped that the necessary funds will be voted. (8) The fumigation of grain cargoes entering the port has been urged upon Government by the Council. It is understood that a conference is to be called shortly to discuss this question.

8. Pursuant to notice, Dr. E. A. Coorey asked the Chairman the following questions :—Will the Chairman be pleased to state—(1) What the total assessment value of properties in Wellawatta Ward for 1928 is, and the total assessment rate thereon ? (2) Whether the total assessment rate is more or less than the total assessment rate cancelled last year and by what amount ? (3) How many new buildings have been constructed in the ward after the assessment for 1927 was made and what the total assessment rate on these buildings is ? (4) In the re-assessment made for 1928 by the Chief Assessor whether he found it necessary to reduce or increase the 1927 assessment rate in respect of premises, and if so, (5) in how many cases and what was the total amount of reduction or increase ?

The Chairman replied as follows :—(1) The total annual value of properties in Wellawatta Ward for 1928 is Rs. 2,297,981. The 20 per cent. rate thereon amounts to Rs. 459,596.20. (2) The total annual value exceeds the assessment cancelled last year by Rs. 58,156. (3) The number of new buildings brought on assessment after the assessment of 1927 was made is 205. The increase in annual value due to these is Rs. 162,016. (4) The Municipal Assessor has, in some cases, reduced and in some increased the assessments. (5) To answer this question it would be necessary to analyze every individual assessment in Wellawatta Ward. It is estimated that this would occupy the entire staff of the Assessor's Department for five full working days. I regret, therefore, that I am unable to supply the information.

9. Pursuant to notice, Dr. S. Muttiah moved :—With reference to the resolution of the Works and Finance Committees of August 31, 1927, in regard to the layout of the Victoria Park, I move that the estimates be expedited, and that the layout be brought before the Committees and Council for approval as early as possible. Mr. M. L. M. Royal seconded.

Mr. R. L. Pereira opposed the layout, as set out by Messrs. Booty and Edwards, in its entirety.

The Chairman undertook to bring the layout before the Committees and Council.

Mr. W. E. V. de Rooy moved, as an amendment, the deletion of the words "the estimates be expedited and that." Mr. T. G. Jayewardene seconded. Mr. S. W. R. Dias Bandaranaike spoke to the motion.

The amendment was put to the meeting and carried.

10. The following motions stood in the name of Dr. E. A. Coorey :—(1) That this Council do reduce the assessment rate on all properties in the city from 20 per cent. to 18 per cent. (2) That this Council do reduce the assessment rate on properties situated in private lanes provided with water carriage system from 20 per cent. to 16 per cent. and on properties in private lanes not provided with water, light, drainage, and suitable roads from 20 per cent. to 14 per cent.

Dr. E. V. Ratnam rose to a point of order with regard to this motion and questioned whether it was permissible for the Council, under section 115, to revise the rate during the currency of the period, January 1 to December 31, 1928, for which it had been fixed.

Dr. E. A. Coorey rose to a point of order, as to whether the Chairman, having placed the motion on the Agenda, could now rule the motion out of order.

On Dr. Coorey's point of order, the Chairman ruled that the Chairman has power to rule a motion out of order at any time during the proceedings.

On Dr. Ratnam's point of order, the Chairman ruled both motions out of order.

The Hon. Mr. N. H. M. Abdul Cader moved that the Council do go into Committee to consider items Nos. 11 to 16 (inclusive) on the agenda. Dr. E. V. Ratnam seconded.—Carried.

The following extracts from the minutes of the Special and the Standing Committees named were then laid before the Council in Committee :—

*Extracts from the Minutes of the Special Committee regarding the Building of the New Town Hall of
February 17, 1928.*

(2) To consider a statement of the excesses and savings as at October 31, 1927, on the various estimates and the reasons therefor, &c., submitted by the Supervising Engineer and Clerk of Works.—Recommended that supplemental provision of Rs. 96,500 be passed. This includes extra wages required on item 10 below.

(6) To consider a list of furniture required for the Public Health Museum, New Town Hall, together with an estimate of Rs. 2,500 for same from the Mechanical Engineer.—Recommended and that supplemental provision for Rs. 2,500 be passed.

(9) To consider :—(a) The alternative tenders received for the supply of non-adjustable chairs for counters at the New Town Hall. (b) The recommendation of the Municipal Treasurer that the lowest quotation of Messrs. Raheem & Co., at Rs. 14 per chair be accepted.

Note.—The cost involved is Rs. 658 for which supplemental provision is necessary.—Recommended that supplemental provision for Rs. 658 be provided.

(10) To consider :—(a) A petition presented through Mr. A. E. Goonesinghe from certain workmen at the New Town Hall, alleging that they had not been paid the sanctioned 20 per cent. increase in wages from May, 1926. (b) A memorandum thereon of the Chairman.—Recommended that the balance of the 20 per cent. which was not given to the workmen in employ on May 1, 1926, be now paid.

Resolution.

Resolved that the above recommendations of the Special Committee be adopted.

Extract from the Minutes of the Standing Committee on Sanitation and Markets of February 20, 1928.

(3) To consider the recommendations with regard to additional staff and charges in connection with the Child Welfare Centre.—Recommended that the following posts be created and that supplementary provision be made for the salaries and allowances mentioned, for the Child Welfare Centre, St. Paul's Ward:—

	Salary.		Allowance.		For 10 months.	
	Rs.		Rs.		Rs.	c.
(1) 2 Bicycle orderlies at	300	..	120*	..	500	0 plus 200
(2) 1 Midwife at Rs. 720	—	..	—	..	300	0
(3) 1 Half Porter (peon)	300	..	60†	..	300	0
(4) 1 Female cook attendant at 88 cents per diem (for 306 days)	—	..	—	..	269	23
(5) 1 Female sweeper and lavatory attendant (daily paid)	185	p.a. . .	—	..	154	20
(6) 1 Division II. Clerk	540	p.a. . .	—	..	450	0
(7) 1 Health Visitor	900	p.a. . .	—	..	750	0
					3,023	48 200

Total supplemental provision is Rs. 3,223.48.

* Cycle allowance.

† Extra duty allowance.

Recommended:—That supplemental provision for Rs. 302 be passed to meet the cost of uniforms and equipment. The bicycle orderlies to provide their own bicycles for the distribution of milk.

The Half Porter for night duty and to act as Telephone Operator.

(2) That the following arrangements be made with regard to the quarters provided at the Centre:—(a) Upstairs.—Quarters on the east side to be given to Assistant Medical Officer of Health (Child Welfare). (b) Quarters on west side to be given to the resident Health Visitor Matron. (c) The proposed San Sebastian Ward Dispensary for women to be located at the Centre and the St. Paul's Dispensary at Barber street to remain where it is. (d) The quarters provided for the Apothecary be divided between the Female Apothecary and the Midwives on duty at the Centre—the latter getting two rooms: one duty room and retiring room and the Female Apothecary the rest. (The rent to be charged from the Assistant Medical Officer of Health (Child Welfare), and Health Visitor to be 6 per cent. on initial salary.)

Recommended:—(3) That from the opening of the Gintupitiya Centre all milk be delivered at this Centre and thence distributed by two orderlies to the dispensaries at Modera, Marsadana, Slave Island, and Wellawatta. That from such time the present system of delivering milk at the homes be discontinued. Milk for San Sebastian, New Bazaar and St. Paul's Wards from the opening of the Gintupitiya Centre, to be distributed at the Centre. (4) That the Assistant Medical Officer of Health (Child Welfare) be given authority to provide, at her discretion, rickshaw hire to the six midwives working at the Centre, when they have to answer calls. (5) That the Medical Officer (Child Welfare) should reside in the Gintupitiya Child Welfare Centre. (6) That the dispensary attached to the Child Welfare Centre (Gintupitiya) be reserved for women and children only, in place of the Female Dispensary at San Sebastian. After consultation with the Member for San Sebastian Ward, it was agreed that this recommendation should be in force for six months from the opening of the dispensary. If, at the end of that period, it is found that the Muslim women and children of San Sebastian do not take advantage of the dispensary, the position to be reconsidered. That a closed garage should be provided for the Medical Officer (Child Welfare Centre), and that an estimate be called for from the Municipal Engineer.

Recommended:—(a) That the duties of the Assistant Medical Officer of Health (Child Welfare) as amended (as per annexure B attached to these minutes) be approved. (b) That the travelling allowance of the Assistant Medical Officer of Health (Child Welfare) be increased from Rs. 100 to Rs. 150 a month from January 1, 1928, and that supplemental provision be made.

4. To select from the applicants and to submit to Council the names of three candidates, for the post of Sanitary Inspector, Public Health Department, rendered vacant by the transfer of Mr. W. St. G. Blacker to the new post of Food Inspector, indicating, if the Committee thinks fit, the candidate whom they recommend Council to appoint.

Resolved that the following names be submitted to Council:—(1) Mr. C. P. de Zoysa, (2) Mr. W. F. Fonseka, (3) Mr. S. N. Silvestri, with the special recommendation that Mr. C. P. de Zoysa be appointed, with effect from February 3, 1928.

Resolutions.

With regard to item No. 3 (corresponding to item No. 18 of the extracts from the minutes of the Standing Committee on Finance of February 22, 1928), the Chairman moved that the words "in order that night calls receive prompt attention" be added to paragraph 2 (a) of the recommendation. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

On the motion of the Chairman, it was resolved that paragraph 6 (b) of the recommendations be referred to the Finance Committee, viz., paragraph 6 (b) that the travelling allowance of the Assistant Medical Officer of Health (Child Welfare) be increased from Rs. 100 a month to Rs. 150 a month from January 1, 1928, and that supplemental provision be made.

With regard to paragraph 6 (a) of the recommendation, the duties of the Assistant Medical Officer of Health, (Child Welfare), section 4 of the annexure B, Dr. E. V. Ratnam moved, as an amendment, that the words "once a week" be substituted for the words "once a fortnight." The Hon. Mr. C. H. Z. Fernando seconded.

Dr. E. A. Coorey opposed the amendment, as the Sanitation Committee had, after consideration, decided that it would not be possible for the Assistant Medical Officer of Health (Child Welfare) to visit once a week.

Dr. E. A. Coorey moved, as an amendment, that section 4 of the annexure B, be referred back to the Sanitation Committee for reconsideration. Mr. S. W. R. Dias Bandaranaike seconded.—Carried.

Resolved that the recommendation of the Standing Committee with regard to item No. 4 be adopted.

Extract from the Minutes of the Standing Committee on Municipal Works of February 22, 1928.

2. To consider a memorandum of the Municipal Assessor, stating that Mr. S. R. de Fonseka, a landowner in Fireworks Lane, request that the name "Fireworks Lane" be changed to "De Fonseka Place."—Recommended that the name be changed to "De Fonseka Place."

Resolution.

Resolved that the above recommendation of the Standing Committee be adopted.

Extracts from the Minutes of the Standing Committees on Municipal Works and Finance (meeting together) of February 22, 1928.

- (4) To consider a memorandum of the Chairman dated January 19, 1928, with regard to surface drainage of Gower street suggesting that the following resolution be adopted:—"That this Council having considered the objections made regarding the drainage scheme for Gower street in pursuance of notices issued in accordance with the Council's resolution of September 7, 1927, approves the scheme and the appointment of cost made by the Chairman and published in *Government Gazette* No. 7,608 of September 30, 1927."—Recommended.
- (5) To consider:—(a) The quotations received through the Council's Agents for the supply of tools, &c., for 1928.—(a) Considered. (b) The recommendation of the Municipal Engineer that the quotations mentioned in the Mechanical Engineer's minute of December 6, 1927, for the reasons therein given, be accepted.
- Note.*—The cost will be met, in the first instance, from Advance Account, purchase of stores, and charged to sanctioned estimates as and when the materials are used.—Recommended.
- (7) To consider a memorandum of the Chairman dated January 31, 1928, with regard to the contracts entered into with Messrs. Cargills, Limited.—Recommended that the contract entered into by Messrs. Cargills, Limited, be assigned to a suitable firm approved by the Chairman.
- (8) To consider the recommendation of the Municipal Engineer that agreement No. 4 of 1927, entered into with Mr. A. Nadarajah for quarrying at B Quarry, Kirillapone, be extended for a further period of six months as from March 1, 1928.—Recommended.
- (9) To consider a memorandum of the Chairman with regard to the proposed Back Lane Scheme—New and Old Moor streets—suggesting that the Back Lane Scheme be dropped and that Council do compel the owners to connect to existing sewers.—Recommended that the owners be compelled to connect to the existing sewers and that the balance of Vote I. 94 of 1925, for Rs. 11,000 be cancelled.
- (11) To consider the recommendation of the Drainage Engineer that the tender of Messrs. K. J. Perera & Co., of No. 286, Dematagoda road, Colombo, amounting to Rs. 1,015 be accepted for the aided drainage of premises No. 15, Pickering's road, Kotahena.—Recommended.
- (12) To consider the recommendation of the Drainage Engineer that the tender of Mr. P. Joseph of No. 53, Hill street, Colombo, amounting to Rs. 1,005 be accepted for the aided drainage of premises No. 70, Chokku street.—Recommended.
- (13) To consider the recommendation of the Drainage Engineer that the tender of Mr. C. L. M. Sheriff of No. 143, Dematagoda road, Colombo, amounting to Rs. 1,600 be accepted for the aided drainage of premises No. 46A (1-10), Wasala road, Kotahena.—Recommended.
- (14) To consider the question of trunk roads and certain suggestions of the Municipal Engineer regarding them.—Recommended that application be made to the Government for the addition of the following to the present list of trunk roads:—(1) Part of General's Lake road, part of Lake road, part of Alston place, Flower road, Thurston road, part of Reid avenue, Havelock road to Municipal limits. (2) Part of Kynsey road, Kanatta road, a short length of Nawala road. (3) Rifle street, Bridge street, Church road. (4) Kochchikade street, Seabeach road, Reclamation road as far as Front street, Front street.
- (15) To consider a memorial dated December 15, 1927, from the Municipal Sports Club requesting:—(a) That in future the maintenance of the grounds allotted to the Club in the Victoria Park be entrusted to the Works Department to be maintained as a part of the Victoria Park.—(a) Recommended for a period of one year from June 1, 1928, the position to be reconsidered at the end of that period. (b) That permission be given to replace the present cadjan shed with a light building to be used as a pavilion. (c) A memorandum thereon of the Chairman.—(b) Recommended that a pavilion on wheels be permitted.
- (16) To consider a memorandum of the Municipal Treasurer dated February 11, 1928, stating that quotations for the supply of 200 tons best quality foundry coke were called for and the only tender received was from Messrs. De Mege, Reid & Co., at Rs. 35·60 per ton.
- Note.*—The total cost is Rs. 7,120, which will be charged to Advance Account, Purchase of Stores, in the first instance, and to sanctioned votes as and when the material is used.—Recommended that the tender of Messrs. De Mege, Reid & Co., at Rs. 35·60 per ton be accepted.
- (17) To consider a memorandum of the Municipal Treasurer dated February 13, 1928, suggesting that a 500-gallon petrol tank be purchased at a cost of about Rs. 400 to be connected to the one already in existence at the Municipal Stores in order to augment the storage accommodation for petrol.
- Note.*—The total cost including the cost of building a pit, &c., will be Rs. 650 for which supplemental provision will be necessary.—Recommended and that supplemental provision of Rs. 650 be voted.
- (18) To consider a memorandum of the Chairman dated February 17, 1928, with regard to the proposed rat-proofing of the Municipal Council Grain Shops in Gasworks street at an estimated cost of Rs. 5,900.—Recommended and that supplemental provision of Rs. 5,900 be voted.
- (19) To consider:—(a) The quotations received for the supply of 400 tons coal suitable for steam rollers.—(a) Considered; (b) the recommendation of the Municipal Engineer that the quotation of Messrs. Hull Blyth & Co., for Rs. 22·50 per ton for Natal coal be accepted.
- Note.*—The total cost of Rs. 9,000 will be met from Advance Account and charged to works as drawn.—(b) Recommended.
- (20) To consider plans and a detailed estimate of Rs. 8,000 from the Municipal Engineer for the construction of sheds for housing motor vehicles at the Workshops Yard, Suduwella.
- Note.*—Funds are available under Vote I. 125.—Recommended.
- (21) To consider:—(a) An application from Mr. O. T. F. Seneratne for long leave out of the Island; (b) Reports of the Municipal Engineer and the Municipal Treasurer thereon; (c) a memorandum of the Chairman.—Recommended that the leave be granted, but the Committee regrets that the financial facilities cannot be given. Leave to commence from March 27, 1928:—(a) Vacation leave, 3 months 7 days; (b) 13 months 12 days half pay leave commuted to full pay, 6 months, 21 days; Total, 9 months 28 days.
- (22) To consider a memorandum of the Municipal Treasurer dated January 18, 1928, requesting that sanction of Council be obtained for the excess of £4 5s. 9d., incurred in connection with the purchase of lead flashing from Messrs. George Farmiloe & Sons, Ltd.—Recommended.
- (23) To consider a memorandum of the Municipal Treasurer dated January 20, 1928, with regard to aided drainage and recommending that a further sum of Rs. 50,000 be set apart from the cash balance of the Council for the purpose of making advances to the poor rate payers to instal house drainage. This brings the total amount set apart for the purpose to Rs. 200,000. A sum of Rs. 189,273·71 had actually been advanced, out of which Rs. 74,755·70 has been recovered.—Recommended.

(26) To consider :—(a) The alternative tenders received for the supply of non-adjustable chairs for the counter at the New Town Hall.—(a) Considered ; (b) the recommendation of the Municipal Treasurer that the lowest quotation of Messrs. Raheem & Co., at Rs. 14 per chair be accepted.

Note.—The cost involved is Rs. 658 for which supplemental provision is necessary.—(b) Recommended.

(27) To consider a memorandum of the Chairman dated January 25, 1928, with regard to some extra work on the staircases in and water supply to the Child Welfare Centre.—Recommended that the extra work on the staircases be approved at a cost of Rs. 235.

(28) To consider an application from Mr. W. M. Thyne, Waterworks Engineer, for six months leave out of the Island, commencing from April 11, 1928, as follows :—Vacation leave, 4 months 15 days ; commuted half pay leave of three months, 1 month 15 days ; total, 6 months.—Recommended.

(29) To consider :—(a) Letter No. H 219 of January 28, 1928, from the Deputy Chief Engineer, Electrical Department, requesting that a standpipe be installed at the Steam Power Station at Kolonnawa, in order to enable the staff engaged on these works to obtain water for drinking purpose.—(a) Considered ; (b) a report of the Waterworks Engineer stating that if it is decided to grant the request it will be necessary to lay a 1½-inch diameter water main in Kolonnawa road to the Power Station, and to fix a standpipe at a cost of Rs. 2,000, which should be borne by Government ; (c) a memorandum thereon of the Chairman.—Recommended that the service pipes and standpipe be erected at the cost of Government and that the cost of water to be charged at Re. 1 for a thousand gallons for domestic purposes only.

(30) To consider :—(a) The tenders received (through the Council's Agents) for the supply of cast iron pipes, lead pipes, galvanized pipes, meters, valves, &c.—(a) Considered ; (b) the recommendation of the Waterworks Engineer that the following lowest tenders be accepted :—

	Cost c.i.f. Colombo.	Approximate Cost, including Agents' Commission. Rs.
	£ s. d.	
<i>Cast Iron Pipes.</i>		
The Stavelly Coal and Iron Co., Ltd.	1,602 0 0	22,000
<i>Lead Pipes.</i>		
The Associated Lead Manufacturers, Ltd.	26 0 8	357
<i>Galvanized Pipes and Fittings.</i>		
Stewarts & Lloyds, Ltd.	331 5 4	4,550
The Manchester Water Meter Co., Ltd., for meters and parts, less the cost of items 1A, 2, and 3, for one 4-inch meter, three 2-inch meters, and five 1½-inch meters, respectively, amounting to £75. 17s. 3d. (including packing, insurance, and freight), which are not required. Amount of tender to be accepted £618. 6s. 3d.		
Tylors, Ltd., for "Waste Not" taps	73 0 0	1,002
The British Pitometer Co., Ltd., for Pitometer Plug Clocks	19 7 0	265
Beck & Co., Ltd., for self closing taps	79 16 0	1,096
Glenfield and Kennedy, Ltd., for special castings	1,368 17 9	18,000
W. F. Stanley & Co., Ltd., for survey and drawing materials	11 3 7	153

Note.—The cost of the materials will be met from Advance Account, Purchase of Stores, Waterworks. The current expenditure votes will be debited when the materials are drawn from the stores.—(b) Recommended.

(31) To consider :—(a) An application from Mrs. R. S. Rowlands for water service to her premises, situated in the lane adjoining Police Training School, Bambalapitiya.—(a) Considered ; (b) a plan and an estimate of Rs. 3,100 for laying a 3-inch diameter water main for a distance of 413 yards in the lane. The lane being a private lane, the application will have to be dealt with under Ordinance No. 9 of 1916. The under-mentioned parties have expressed their willingness to contribute their shares, as follows :—Mr. A. W. Perera, Rs. 589.84 (by four monthly instalments) ; Mr. E. Vandort, Rs. 183.12 ; Mr. W. B. Fernando, Rs. 111.64 ; Mrs. A. Vandort, Rs. 274.73 ; Mrs. R. S. Rowlands, Rs. 391.17 (Rs. 285.24, her share, plus Rs. 105.93, amount required to make up half the total estimated cost of main) ; total, Rs. 1,550.50.

Note.—The Waterworks Engineer recommends the laying of the main on payment of the above sum of Rs. 1,550.50.—(b) Recommended.

(32) To consider :—(a) The applications received for water service to premises situated in Rajasinghe road, 40th and 41st lanes.—(a) Considered ; (b) a plan and an estimate of Rs. 6,455 for laying a 3-inch diameter water main for a distance of 891 yards in the lanes. The lanes are private lanes and the applications will have to be dealt with under Ordinance No. 9 of 1916. The under-mentioned parties have expressed their willingness to contribute their proportion of cost as follows :—Mr. C. Jnaprakasam, Rs. 210.90 ; Mr. A. Sinnadurai, Rs. 417.45 ; Mr. H. Amerasinghe, Rs. 704.04 ; Mr. W. F. G. Joachim, Rs. 199.16 ; Mr. A. H. M. Fuard, Rs. 208.40 ; Mr. B. A. Perera, Rs. 531.90 (by 4 quarterly instalments) ; Mr. N. Nadarajah, Rs. 158.68 ; Mr. J. Ligory, Rs. 158.68 ; Mr. H. S. A. Fernando, Rs. 319.36 (by 4 quarterly instalments) ; Mr. S. Arasaratnam, Rs. 284.58 ; Messrs. J. L. Roche & Bros., Rs. 156.76 ; total, Rs. 3,349.91.

Note.—The Waterworks Engineer recommends the laying of the main on payment of the above sum of Rs. 3,349.91.—(b) Recommended.

Resolutions.

With regard to item No. 7, the Chairman stated that, in view of the resignation of Mr. G. R. Brown from the Council, the item should be withdrawn.

It was resolved that the item be withdrawn.

With regard to item No. 9, Mr. M. L. M. Royal moved that the matter be deferred till next meeting. Dr. S. Muttiah seconded.

Mr. T. G. Jayawardene, Dr. E. A. Coorey, the Hon. Mr. N. H. M. Abdul Cader, joined in the discussion. The amendment was put to the meeting and lost.

The Chairman moved that the recommendation of the Standing Committees be adopted. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

Resolved that the recommendations of the Standing Committees with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Finance of February 22, 1928.

(2) To consider a report of the Municipal Treasurer dated February 8, 1928, forwarding a statement of rates amounting to Rs. 40.31 to be written off (5 cases, 3 on grounds of poverty, 1 irrecoverable, and 1 acquired by the Municipal Council).—Recommended.

(3) To consider:—(a) A report of the Municipal Treasurer dated February 9, 1928, with regard to the staff of his department recommending:—(1) That a new post of Assistant Accountant be created on the scale at Rs. 4,200 a year; (2) That a revision of the salaries of his superior staff be made, as indicated by him, which will cost the Council for the first year Rs. 2,420 more; (b) A memorandum of the Chairman thereon.—(a) Considered; (1) Recommended that an additional pensionable post of Accountant be created on the scale Rs. 4,200—250—Rs. 7,200 a year.

(4) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 1,669·80 to Marcus Rodrigo, steam roller driver of the Municipal Engineer's Department, who is found unfit by a medical board for further service. The gratuity is based on his service of 345 months and his average monthly pay of Rs. 87·12.—Recommended.

(5) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 104·55, to female cooly, Caruppie, of the Municipal Engineer's Department, who is found unfit by a medical board for further service. The gratuity is based on her service of 123 months and her average monthly pay of Rs. 15·30.—Recommended.

(6) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 139·19, to cooly woman, Vannatchi, of the Municipal Engineer's Department, who is found unfit by a medical board for further service. The gratuity is based on her service of 186 months and her average monthly pay of Rs. 13·47.—Recommended.

(7) To recommend:—(a) Under section 12 of the Municipal Council Pension Minute, the grant of a pension, with effect from September 1, 1927, of Rs. 166·66 a year, to W. Don Aron, cooly, Secretariat, who is found unfit by a medical board for further service. The pension is based on his service of 303 months (including 60 months climatic allowance) and his salary of Rs. 396 a year; (b) The sanction of Council for the leave of one month, *i.e.*, from August 1 to 31, 1927, granted to cooly, Aron, preparatory to retirement.—Recommended (a) and (b).

(8) To recommend, under section 21 of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 305·88, to Arumugam, head cooly, Municipal Engineer's Department, who is found unfit by a medical board for further service. The gratuity is based on his service of 200 months and his average monthly pay of Rs. 27·53.—Recommended.

(9) To recommend, under section 2 (iv.) of the Municipal Council Pension Minute, the grant of a gratuity of Rs. 910·41, to Mrs. C. E. Alphonso, Health Visitor, Public Health Department, who is found unfit by a medical board for further service. The gratuity is based on her service of 95 months and her salary of Rs. 1,380 a year.—Recommended.

(10) To consider:—(a) An application from Mr. A. A. Fernando, Sub-Inspector, Rat Depot, for an advance of Rs. 468 in order to enable him to purchase a motor cycle for official duties.—(a) Considered; (b) The recommendation of the Municipal Treasurer that the advance be made on the usual terms, *viz.*, that the amount be repaid in twelve equal monthly instalments and that 5 per cent. a year be charged as interest on the balance outstanding from time to time.—(b) Recommended.

(11) To consider:—(a) An application from Mr. W. E. La Brooy, Inspector, Veterinary Department, for an advance of Rs. 840 in order to enable him to purchase a motor cycle for official duties.—(a) Considered; (b) The recommendation of the Municipal Treasurer that the advance be made on the usual terms, *viz.*, that the amount be repaid in twelve equal monthly instalments and that 5 per cent. a year be charged as interest on the balance outstanding from time to time.—(b) Recommended.

(12) To consider:—(a) An application from Dr. C. H. Gunasekera, Chief Assistant Medical Officer of Health, for an advance of Rs. 1,500 in order to enable him to purchase a motor car for official duties.—(a) Considered; (b) The recommendation of the Municipal Treasurer that the advance be granted on the usual terms, *viz.*, that the amount be repaid in twelve equal monthly instalments and that 5 per cent. a year be charged as interest on the balance outstanding from time to time.—(b) Recommended.

(13) To recommend, under section 6 of the Municipal Council Leave Minute, excess leave of 4 days over 42 days granted to Dr. V. K. Paramanayagam, Medical Officer, St. Paul's Dispensary.—Recommended.

(14) To consider a memorandum of the Municipal Treasurer dated January 20, 1928, with regard to leave to Mr. K. L. L. Silva, Clerk, Waterworks Department, recommending:—(a) That, under section 6 of the Municipal Council Leave Minute, the excess leave of 18 days over 42 days granted to him be sanctioned; (b) That, under section 10 (i.) of the Municipal Council Leave Minute, he may be granted 91 days accumulated vacation leave; (c) That, under section 10 (iii.) of the Municipal Council Leave Minute, he may be granted excess leave of 10 days over 91 days to be appropriated out of the lapsed vacation leave available of 57 days in respect of 1924 and 1925.—Recommended (a), (b), and (c).

(15) To recommend the sanction of Council for 16 days half-pay leave granted to Mr. V. E. D. Jansz of the Municipal Treasurer's Department, on account of ill-health.

Note.—Mr. Jansz was condemned by a medical board as unfit for further service and was placed on pension with effect from November 23, 1927.—Recommended.

(16) To consider a memorandum of the Municipal Treasurer dated January 25, 1928, with regard to leave to Mr. V. Nadarajah, Clerk, of his Department, recommending:—(a) That, under section 6 of the Municipal Council Leave Minute, the excess leave of 17 days over 42 days granted to him be sanctioned; (b) That, under section 10 (i.) of the Municipal Council Leave Minute, he may be granted 91 days accumulated vacation leave; (c) That, under section 10 (iii.) he may be granted excess leave of 10 days over 91 days on half-pay.—Recommended (a), (b), and (c).

(17) To consider:—(a) The application of Mr. J. C. O. Ernst, Assistant Municipal Assessor, requesting that, in terms of clause 12 of his agreement, he be confirmed in his appointment; (b) The recommendation of the Municipal Assessor that he be appointed to the permanent staff.—Recommended that Mr. J. C. O. Ernst be confirmed.

(18) To consider the recommendations with regard to additional staff and charges in connection with the Child Welfare Centre.—Recommended that the recommendations of the Sanitation Committee item No. 3 of February 20, 1928, be adopted.

(19) To select from the applicants and to submit to Council the names of three candidates for the post of Sanitary Inspector, Public Health Department, rendered vacant by the transfer of Mr. W. St. G. Blacker to the new post of Food Inspector, indicating, if the Committee thinks fit, the candidate whom they recommend Council to appoint.

Resolved that the following names be submitted to Council:—(1) Mr. C. P. de Zoysa, (2) Mr. W. F. Fonseka, (3) Mr. S. N. Silvestri, with the special recommendation that Mr. C. P. de Zoysa be appointed, with effect from February 1, 1928.

(20) To consider a report of the Municipal Treasurer dated February 8, 1928, forwarding a précis of cases of vested properties (as per annexure C attached at the end of these minutes) on which a sum of Rs. 1,782·63 is now due as arrears of the equivalent of rates, and suggesting that further action be taken to sell these properties outright.

Note.—Council on October 5, 1927, sanctioned the outright sales of 7 properties on which rates were similarly in arrears, but the sales were not held as the quondam owners settled all outstandings before the sales.—Recommended that the properties be sold outright.

(21) To consider a report of the Municipal Treasurer dated February 9, 1928, stating that the quondam owner of premises Nos. 1,200B/16, Colpetty lane, vested in the Council, has failed to obtain a retransfer, within 6 months of which notice had been given to him, and suggesting that further action be taken by way of outright sale.—Recommended that the property be sold outright.

(22) To recommend reconveyance of the premises, vested in the Council, mentioned in the annexed list (as per Annexure D attached at the end of these minutes) to the parties named, on payment of all rates and costs which would have been due up to the quarter in which the reconveyance may be signed, had the property not been vested in the Council.—Recommended.

Resolutions.

With regard to item No. 3, Dr. E. A. Coorey moved that the recommendation be not adopted. Mr. M. L. M. Royall seconded.

Mr. R. L. Pereira moved, as an amendment, that the matter be referred to the four Standing Committees for further consideration in comparison with the posts existing in the General Colonial Treasury. The Hon. Mr. C. H. Z. Fernando seconded.

Mr. S. W. R. Dias Bandaranaike spoke to the amendment.

The Chairman also spoke to the amendment which was put to the meeting and carried.

With regard to item No. 18, *vide* resolution of Council of these minutes in connection with the recommendation of item No. 3 of the extracts from the minutes of the Sanitation Committee of February 20, 1928.

With regard to items Nos. 20 and 21 (corresponding to items Nos. 5 and 6, respectively, of the extracts from the minutes of the Standing Committee on Law and General Subjects of February 25, 1928), the Hon. Mr. N. H. M. Abdul Cader moved that the matters be deferred till the next meeting and the papers be recirculated to all Members. Dr. E. A. Coorey seconded.—Carried.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

Extracts from the Minutes of the Standing Committee on Law and General Subjects of February 25, 1928.

(A) To consider a recommendation of the Chairman dated January 19, 1928, with regard to surface drainage of Gower street, suggesting that the following resolution be adopted:—That this Council having considered the objection made regarding the drainage scheme for Gower street in pursuance of notice issued in accordance with the Council's resolution of September 7, 1927, approves the scheme and the apportionment of cost made by the Chairman and published in *Government Gazette* No. 7,608 of September 30, 1927.—Recommended.

(B) To consider a report of the Municipal Treasurer dated February 8, 1928, forwarding a précis of cases of vested properties (as per Annexure C attached at the end of these minutes), on which a sum of Rs. 1,782.63 is now due as arrears of the equivalent of rates, and suggesting that further action be taken to sell these properties outright.

Note.—Council of October 5, 1927, sanctioned the outright sales of seven properties on which rates were similarly in arrears, but the sales were not held as the quondam owners settled all outstanding before the sales.—Recommended that the property be sold outright.

(C) To consider a report of the Municipal Treasurer dated February 9, 1928, stating that the quondam owner of premises Nos. 1,200/16, Colpetty lane, vested in the Council, has failed to obtain a retransfer, within 6 months of which notice had been given to him, and suggesting that further action be taken by way of outright sale.—Recommended that the property be sold outright.

(7) To recommend reconveyance of the premises, vested in the Council, mentioned in the annexed list (as per Annexure D attached at the end of these minutes) to the parties named, on payment of all rates and costs which would have been due up to the quarter in which the reconveyance may be signed, had the property not been vested in the Council.—Recommended.

Resolutions.

With regard to items Nos. 5 and 6, *vide* resolution of Council of these minutes in connection with the recommendations of items Nos. 20 and 21 of the extracts from the minutes of the Finance Committee of February 22, 1928.

Resolved that the recommendations of the Standing Committee with regard to the remaining items be adopted.

The Hon. Mr. N. H. M. Abdul Cader moved that the Council do resume and that the resolutions of Council in Committee, as amended, be adopted. Dr. E. V. Ratniah seconded.—Carried.

The Chairman formally moved in Council that the resolutions of Council in Committee, and the recommendations of the various Committees, subject to any amendments of such recommendations by the Council in Committee be adopted. The Hon. Mr. N. H. M. Abdul Cader seconded.—Carried.

The following documents were laid on the table:—

- (1) Statements of receipts and disbursements from January 1 to December 31, 1927, and progress reports showing expenditure for December, 1927.
- (2) Weekly statements re plague.
- (3) Attendance return of Committees of the Municipal Council for 1928.
- (4) C. L. I. Band Programme for March, 1928.
- (5) Return of average daily supply and consumption of water for January, 1928.
- (6) The Municipal Engineer's report for February, 1928, on the condition of tramway routes.
- (7) The Drainage Engineer's report on house drainage, No. 202, for January, 1928.
- (8) Diaries of the following officers for the month of February, 1928, with a statement of outdoor work done:—

Municipal Engineer's Department:—The Municipal Engineer; the Works Engineer; the Assistant Works Engineer; the Drainage Engineer; the Assistant Drainage Engineer; the Engineer, Roads; the Engineer, Buildings; the Engineer, Sanitation; the Mechanical Engineer; the Engineer, House Drainage; Maintenance Inspectors (four); the Chief Playground Instructor, and Mr. S. Fernando.

Waterworks Department:—The Waterworks Engineer, the Chief Assistant Waterworks Engineer, and the Assistant Engineer.

Public Health Department:—The Medical Officer of Health, Chief Assistant Medical Officer of Health, 2nd Assistant Medical Officer of Health, the 3rd Assistant Medical Officer of Health, the Assistant Medical Officer of Health (Child Welfare), and the City Microbiologist.

Veterinary Department:—Veterinary Surgeon and Veterinary Inspectors (four).

Municipal Treasurer's Department:—The Municipal Treasurer, the Assistant Municipal Treasurer, and Revenue Inspectors (twelve).

Municipal Assessor's Department:—The Municipal Assessor and the Assistant Municipal Assessor.

(9) Monthly reports of work done by the following officers for—

(a) The month of January, 1928—

The Works Engineer ; the Assistant Works Engineer ; the Drainage Engineer ; the Mechanical Engineer ; the Engineer, Roads ; the Engineer, Buildings ; and the Engineer, Sanitation.

(b) The month of February, 1928—

The City Analyst.

(c) The months of January and February—

The City Microbiologist.

Confirmed on April 4, 1928 :

W. T. STACE,
Chairman, Municipal Council, and Mayor of Colombo.W. F. STACE,
Chairman, Municipal Council, and Mayor of Colombo.

ANNEXURE B.

Duties of the Assistant Medical Officer of Health (Child Welfare).

The Assistant Medical Officer of Health (Child Welfare) shall be in charge of the Child Welfare work of the Colombo Municipality under the direction and supervision of the Medical Officer of Health and be responsible to the Medical Officer of Health for the work done by her.

It shall be the duty of the Assistant Medical Officer of Health (Child Welfare)—

- (1) To supervise the outdoor work of the Health Visitors and Midwives, and pay visits to mothers and babies.
- (2) To visit maternity cases conducted by the Municipal Midwives. A record to be kept of such visits.
- (3) To supervise periodically the distribution of free milk, weighing of babies, &c., at the dispensaries.
- (4) To attend at the various Municipal Dispensaries, taking each dispensary once a fortnight at a fixed time, and to examine, advise, and treat anti-natal and other cases requiring her attention or advice.
- (5) To attend the office for an hour a day at a fixed hour.
- (6) To lecture to the Health Visitors and Midwives on two days of the week for one hour each time.
- (7) To serve, when called upon to do so by the Medical Officer of Health, on Medical Boards summoned for the examination of female employees.
- (8) To visit and take necessary action when summoned by Midwives or Health Visitors in cases of difficult hour.
- (9) To keep a diary and to record therein the work done each day, visits paid, &c.
- (10) To be responsible for the drugs, instruments, and stores in her charge.
- (11) To keep a record of petty disbursements in accordance with financial regulations.

ANNEXURE C.

	Rs	c.
(1) Premises No. 58/226 (1-26), Colpetty road. Equivalent of rates from 1st quarter, 1927, to 1st quarter, 1928 ..	547	95
(2) Premises No. 1538/3, Carmel road. Equivalent of rates from 2nd quarter, 1927, to 1st quarter, 1928 ..	37	53
(3) Premises No. 350/33A/1, Wellawatta road. Equivalent of rates from 1st quarter, 1927, to 1st quarter, 1928 ..	350	0
(4) Premises No. 351/26, Model Farm road. Equivalent of rates from 2nd quarter, 1927, to 1st quarter, 1928 ..	86	55
(5) Premises Nos. 337A/57, 337/56-57, 338/58, 337B/57, and 339/59, Ferry street. Equivalent of rates from 2nd quarter, 1927, to 1st quarter, 1928 ..	405	89
(6) Premises No. 2375/8, Avondale road. Equivalent of rates from 2nd quarter, 1927, to 1st quarter, 1928 ..	75	25
(7) Premises No. 2318/4, Rudds lane. Equivalent of rates from 2nd quarter, 1927, to 1st quarter, 1928 ..	92	61
(8) Premises No. 754A/44A, Kirillapone. Equivalent of rates from 2nd quarter, 1927, to 4th quarter, 1927 ..	14	85
(9) Premises No. 500/23, Dam street. Equivalent of rates from 2nd quarter, 1927, to end of 1st quarter, 1928 ..	172	0
	1,782	63

ANNEXURE D.

List referred to in Item regarding Reconveyance of Properties, vested in Council.

Premises.	To be reconveyed to	Sum paid.		Quarter up to which Payment is made.
		Rs.	c.	
(1) 291/211, Colombo-Galle road (Registered No. 01,245)	Hikkaduwege Ada Dharmadasa	..	788 81	.. 4th quarter, 1927
(2) Of a divided portion in extent 6 11/100 perches of premises No. 360A/74, Pichaud's lane (Registered No. 01,247)	Mohamed Lebbe Suleha Umma	..	1,086 65	.. 2nd quarter, 1927
(3) 594A/22A, Narahenpitiya (Registered No. 01,246)	Lokuratalage Don Arnolis Appuhamy	..	141 92	.. 4th quarter, 1927

Premises.	To be reconveyed to	Sum paid. Rs. c.	Quarter up to which Payment is made.
(4) 376/20, Kanatta road (Registered No. 01,248)	(1) Clara Matilda de Silva Gooneratne, (2) Agnes de Silva Gooneratne, (3) Edmund de Silva Gooneratne, (4) George de Silva Gooneratne	933 52 ..	3rd quarter, 1927
(5) 1,080/556, Colombo-Galle road (Registered No. 01,252)	Watutantrige Podi Nona Alwis ..	530 6 ..	do.
(6) 1,481/7, Muhandiram's road (Registered No. 01,250)	Batuwita Liyanage Sarnelis Silva of Temple road	734 83 ..	4th quarter, 1927
(7) 615/40, Narahenpitiya (Registered No. 01,249)	(1) Lokurallage Don Baron Abeyratne, (2) Lokurallage Dona Juliana Abeyratne, (3) Lokurallage Dona Cornelia Abeyratne, (4) Lokurallage Dona Marona Abeyratne, (5) Lokurallage Don Herman Abeyratne, (6) Lokurallage Don Martinus Abeyratne	578 71 ..	3rd quarter, 1928
(8) 581/10, Narahenpitiya (Registered No. 01,251)	Lokurallage Dona Rancina, wife of M. H. Joseph de Silva of Narahenpitiya	453 11 ..	4th quarter, 1927
(9) 898/490, Pamankada-Cotta road (Registered No. 01,269)	Abdul Rahaman Sithie Zahirra ..	563 64 ..	do.
(10) 738/19, Fife road (Registered No. 01,370)	Nahallage Porlentinahamy ..	546 20 ..	A part of 3rd quarter, 1927
(11) 1,932/56, 2nd Division Maradana (Registered No. 01,520)	Usubu Lebbe Aboobucker Lebbe Marikar and Mohamed Cassim Marikar Pathumma Umma	1,832 50 ..	4th quarter, 1927
(12) 318/12B, Piachauds lane (Registered No. 01,508)	Uduma Lebbe Marikar Mohamadu Mohideen ..	817 2 ..	3rd quarter, 1927
(13) 697/71, New No. 28, Maligawatta (Registered No. 01,510)	Rasa Marikar Sinna Marikar to 8/32 shares, Abusally to 6/32 shares, Alma Umma to 3/32 shares, Mahamadu Lebbe to 6/32 shares, Rabia Umma to 3/32 shares, and Junaideen to 6/32 shares	209 20 ..	do.
(14) 127/18A, Skinner's road south, Maradana (Registered No. 01,511)	Alima Umma, wife of Cassie Lebbe Marikar Ahamado Allie	399 44 ..	do.
(15) 133/15A, Skinner's road south (Registered No. 01,559)	Mohamado Lebbe Marikar Uduma Lebbe Marikar and Mahadoon Beebee	608 92 ..	A part of 4th quarter, 1927
(16) 2,913/11 and 2,912/11A, 3rd Division, Maradana (Registered No. 01,561)	Hetti Arachchige Henry de Silva Jayawardene.	1,446 5 ..	4th quarter, 1927
(17) 2,828/68A, 3rd Division, Maradana (Registered No. 01,560)	Neemath Umma ..	321 38 ..	do.
(18) 101/43, Malay street (Registered No. 01,713)	(1) Wickrematilleke Achchige Don Jeremias alias Don Jeremias Wickrematilleke of Ganemulla, (2) Richard Stephen Wickrematilleke of Grandpass, Colombo	3,581 32 ..	3rd quarter, 1927
(19) 1,047-1,049/97-97A, Colpetty road (Registered No. 01,714)	Kolombage Dona Madalena Hamine ..	814 83 ..	do.
(20) 1,665/21, Temple road (Registered No. 01,738)	Jayamannawedagey Dayananda ..	2,108 94 ..	4th quarter, 1927
(21) 1,461A/149, 2nd Division, Maradana (Registered No. 01,765)	(1) Mohamed Ismail Mohamed Zakeriah to 2/11 shares, (2) Mohamed Ismail Mohamed Jahfar to 2/11 shares, (3) Mohamed Ismail Umma Nafsha to 1/11 share, (4) Mohamed Ismail Zubaida to 1/11 share, (5) Mohamed Ismail Mohamed Thakun to 2/11 shares, (6) Mohamed Ismail Mohamed Zunaith to 2/11 shares, (7) Mohamed Ismail Pathumma Umma to 1/11 share	487 11 ..	3rd quarter, 1927
(22) 197/110, Sea street (Registered No. 01,764)	(1) Danaletchimney, wife of Selliah Srikanta to a $\frac{1}{2}$ share, (2) Arasanayagam Thiagarajah, Arasanayagam Thayanyake, Arasanayagam Manoenmany, and Arasanayagam Annapurany, jointly to a $\frac{1}{2}$ share, (3) Nadaraja Suppramaniam and Nadaraja Mahadeva to a $\frac{1}{2}$ share	1,433 13 ..	4th quarter, 1927
(23) 59/1, Leechman lane, Slave Island (Registered No. 01,763)	Bahardeen Assan to an undivided $\frac{2}{3}$ share and Hghai, Kitchil Assan to an undivided $\frac{1}{3}$ share	1,328 7 ..	3rd quarter, 1927
(24) 1,079/126, Dematagoda (Registered No. 01,762)	Koduru Aratchige Ellen Rosebelle Perera Senanayake, wife of Don Donald Perera Rajapaksa Senanayake	1,279 5 ..	do.
(25) 447/87, Chakku street (Registered No. 01,766)	M. Mootetamby ..	2,324 80 ..	4th quarter, 1927
(26) 1,359/11, New Moor street (Registered No. 01,792)	Suleha Umma, wife of S.R.N. Mohamadu Hadjar to a $\frac{1}{2}$ share and Seena Ravenna Neyna Mohamadu Hadjar to a $\frac{1}{2}$ share	2,080 99 ..	3rd quarter, 1927

Premises.	To be reconveyed to	Sum paid. Rs. c.	Quarter up to which Payment is made.
(27) 685-687/68, Kochchikade (Registered No. 01,793)	Seena Ravenna Neyna Mohamadu Hadjiar ..	1,144 10 ..	3rd quarter, 1927
(28) 2,836/62A, new Nos. 18, 20, 22, 24, 26, and 26/1-3, 3rd Division, Maradana, now Borella Cross road (Registered No. 01,789)	Hamida Umma to the portion presently bearing Nos. 18, 20, and 22, Hanifa Umma and Hamida Umma, jointly to the portion presently bearing Nos. 24, 26, and 26/1-3	1,811 33 ..	do.
(29) 833/37, Wolfendhal street (Registered No. 01,790)	Kalutantrige Alice Catherine Perera to an un- divided 5/16 share, Kalutantrige Jane Emily Perera to an undivided 1/16 share, Kalutan- trige Agnes Perera to an undivided 1/16 share, Kalutantrige Edwin Aloysius Perera to an un- divided 9/16 share	1,513 56 ..	2nd quarter, 1927
(30) 532/34, Brassfounder street (Registered No. 01,791)	Maharajahpillai, son of Ramasamy of 18B, Fourth Cross street, Pettah	797 15 ..	3rd quarter, 1927
(31) 2,188/87, Pansala road (Registered No. 01,849)	Alfred Martin Mendis of Silversmith street ..	916 63 ..	4th quarter, 1927
(32) 2,155/9A, Mayfield road (Registered No. 01,850)	Kudduru Aratchige Roseline Perera of Demata- goda and Algama Korallalage William Perera of Alutmawata	4,172 93 ..	2nd quarter, 1927
(33) 391/79, Layard's Broadway (Registered No. 01,851)	Aysha Umma	494 85 ..	3rd quarter, 1927
(34) 3,673/303, Modera street, Kotahena (Registered No. 01,853)	Jainambu Umma	704 52 ..	do.
(35) 251/19, Yakbedda (Regis- tered No. 01,852)	Thanipulliappuhamilage Don John ..	365 21 ..	4th quarter, 1927
(36) 1,737/5, Bloemendhal road (Registered No. 01,854)	Emily Josephine Perera of "Wasala Walauwa," Kotahena	193 49 ..	do.
(37) 704/48c, Urugodawatta (Registered No. 01,855)	(1) Ahamado Lebbe Habibu Umma to an un- divided 1/2 share and (2) Mohamed Haniffa Abdul Hassen to an undivided 1/2 share as ad- ministrator of the intestate estate of Colenda Marikar Mohamed Haniffa	689 1 ..	do.
(38) 317A/12, Piachaud's lane (Registered No. 01,856)	Shiek Ibrahim Bawa	329 83 ..	3rd quarter, 1927
(39) 452/82, Chekku street (Registered No. 01,857)	(1) Danaletchemy, wife of Selliah Srikanta, to a 1/2 share, (2) Arasanayagam Thiagarajah, Arasanayagam Thaiyalnayake, Arasanayagam Manoenmany, and Arasanayagam Annapurany to a 1/4 share, (3) Nadarajah Suppramaniam and Nadaraja Mahadeva to a 1/4 share	1,899 64 ..	do.
(40) 477A/29, Union place (Registered No. 01,821)	Abdul Rahim Jainudeen and Abdul Rahim Juliabee	549 36 ..	4th quarter, 1927
(41) 482/14, Brassfounder street (Registered No. 01,819)	M. Mootatamby	1,380 50 ..	do.
(42) 493/3, Brassfounder street (Registered No. 01,820)	do.	927 50 ..	do.
(43) 114/10, Bankshall street (Registered No. 01,848)	(1) Danaletchemey, wife of Selliah Srikanta, to a 1/2 share, (2) Arasanayagam Thiagarajah, Arasa- nayagam Thaiyalnayake, Arasanayagam Manoenmany, and Arasanayagam Annapurany, jointly to a 1/4 share, (3) Nadaraja Suppra- maniam and Nadaraja Mahadeva to a 1/4 share	1,523 38 ..	do.
(44) 662/779, Pamankada-Bam- balapitiya (Registered No. 01,846)	Bellanamestrige Charlis	476 49 ..	do.
(45) 111/13-14, Bankshall street (Registered No. 01,847)	(1) Danaletchemey, wife of Selliah Srikanta, to a 1/2 share, (2) Arasanayagam Thiagarajah, Arasa- nayagam Thaiyalnayake, Arasanayagam Manoenmany, and Arasanayagam Annapurany, jointly to a 1/4 share, (3) Nadaraja Suppra- maniam and Nadaraja Mahadeva to a 1/4 share	4,661 92 ..	do.
(46) 159/8, Ferry lane (Regis- tered No. 01,858)	Mass Zam-Zam	4,137 40 ..	3rd quarter, 1927
(47) 113/11, Bankshall street (Registered No. 01,859)	(1) Danaletchemey, wife of Selliah Srikanta, to a 1/2 share, (2) Arasanayagam Thiagarajah, Arasa- nayagam Thaiyalnayake, Arasanayagam Manoenmany, and Arasanayagam Annapurany jointly to a 1/4 share, (3) Nadaraja Suppra- maniam and Nadaraja Mahadeva to a 1/4 share	857 52 ..	4th quarter, 1927
(48) 3,685/107, Modera street (Registered No. 01,873)	Waranukulasuriya Wadumestriqe Laura Mendis	88 35 ..	3rd quarter, 1927
(49) 3,935/104, Modera street (Registered No. 01,874)	Avenna Abdul Latiff and Avenna Umma Habeeba	364 28 ..	do.
(50) 772/125, Old Moor street, San Sebastian (Registered No. 01,917)	Abdul Raheman Hassan	660 68 ..	do.
(51) 352A/2A, Piachaud's (Registered No. 01,918)	Umma Salima, wife of Mohamed Saly Hadjiar Abdul Hassan	215 99 ..	4th quarter, 1927

Premises.	To be reconveyed to	Sum paid. Rs. c.	Quarter up to which Payment is made.
(52) 883/29A, Hulftsdorp street, San Sebastian (Registered No. 01,919)	Jayasuriya Aratchige Don Harthelis Perera ..	263 45 ..	3rd quarter, 1927
(53) 151/44, Kolonnawa-Mara- dana (Registered No. 01,920)	Ellage Thegis Appuhamy ..	34 95 ..	do.
(54) 2,449/6, Arab place (Registered No. 01,616)	Packir Lebbe Mohamado Abdul Majid of Dematagoda	752 82 ..	4th quarter, 1927
(55) 2,964/18, Ward place (Registered No. 01,617)	Liyanage Charlotte Perera ..	2,057 52 ..	do.
(56) 311/17, Castle street (Registered No. 01,665)	Galagedarage Don Louwis Appuhamy, 7/32 share; Galagedarage Don Wellun Appuhamy, 7/32 share; Ranasinghage Don Hendrick Appu- hamy, 1/32 share; Boralugodage Sophia Perera, 11/480 share; Pathirage Aron Perera, 11/160 share; Solanga Aratchige Dona Lubo- hamy, 11/560 share; Solanga Aratchige Don Deonis, 11/560 share; Solanga Aratchige Dona Eliza, 11/560 share; Galagedarage Dona Podimona Hamine, 1/32 share; Galagedarage Don William Appuhamy, 5/32 share; Boralu- godage Alice Perera, 11/480 share; Boralu- godage Pablis Perera, 11/480 share; Pathirage Lena Perera, 11/160 share; Solanga Arat- chige Don Siyadoris, 11/560 share; Solanga Aratchige Dona Helena, 11/560 share; Solanga Aratchige Don James, 11/560 share; Solanga Aratchige Don Marthenis, 11/560 share	417 27 ..	3rd quarter, 1927
(57) 2,626/96A, new No. 73c (1) Stafford place (Registered No. 01,663)	Antonie Joseph Vander Poorten of Galagedera	621 91 ..	2nd quarter, 1927
(58) 993/118A, Colpetty road (Registered No. 01,664)	Suliema Lebbe Mohamed Mohideen ..	1,158 2 ..	4th quarter, 1927
(59) 211/94, 1st Division, Mara- dana (Registered No. 02,000)	Lebbe Saibo Abdul Rahiman ..	1,162 94 ..	do.
(60) 1,274/34, Dematagoda (Registered No. 02,001)	Abdul Carim Abdul Cader to undivided $\frac{1}{4}$ shares, Saphia Umma, widow of the late Junoos Lebbe, to undivided $\frac{5}{16}$ shares, and Rukaa Umma, wife of Mohamed Lebbe Naina Marikar, to undivided $\frac{5}{16}$ shares	266 75 ..	do.
(61) 2,865-2,866/1-2, North and South Baseline road (Registered No. 02,002)	Mohamed Mohideen Mohamed Yusuf to 12/48 shares, (2) Mohamed Mohideen Mohamed Haniffa to 12/48 shares, (3) Mohamed Mohi- deen, Mumina Umma to 12/48 shares, (4) Ibrahim Lebbe Hamida Umma to 6/48 shares, and (5) Ibrahim Lebbe Haniffa Umma to 6/48 shares	2,953 61 ..	3rd quarter, 1927
(62) 663/90, Dam street (Registered No. 02,003)	Mrs. Ibrahim Lebbe Haniffa Umma	441 46 ..	2nd quarter, 1927
(63) 501-502/101A, Dam street, San Sebastian (Registered No. 02,004)	Kalansuri Aratchige Dona Cecilia de Silva, wife of Dr. Gamalallege Don Daniel Wijey- sekera	2,202 96 ..	4th quarter, 1927
(64) 1,284/26, Dematagoda (Registered No. 02,005)	Josephine Carolina Fernando as executrix of the last will and testament of the late Richard Arthur Fernando	1,875 88 ..	do.
(65) 2,475/30 (7) and 2,476/30, College street (Registered No. 02,006)	Maria Santhanam Villavarayan, Susai Arokiam Villavarayan, and Anthony Nicholas Villava- rayan each to an undivided $\frac{1}{4}$ share	1,161 4 ..	3rd quarter, 1927
(66) 497/100, Dam street (Registered No. 01,997)	(1) Alice Catherine de Silva to an undivided $\frac{5}{6}$ share, (2) Jane Emily Seneviratne to an un- divided $\frac{1}{16}$ share, (3) Mary Agnes Perera to an undivided $\frac{1}{16}$ share, (4) Alloysius Edwin Perera to an undivided $\frac{9}{16}$ shares	1,004 87 ..	do.
(67) 195/55, Wilson street (Registered No. 01,998)	Ibrahim Sahib Mohamado Raseth ..	778 11 ..	2nd quarter, 1927
(68) 198/59A, Wilson street (Registered No. 01,999)	Nona Rahamani ..	389 81 ..	4th quarter, 1927
(69) 104/34, St. John's road (Registered No. 02,049)	Ogida Umma ..	2,051 47 ..	3rd quarter, 1927
(70) 481/15, Brassfounder street (Registered No. 02,050)	Muttusamy Rajendram ..	1,659 67 ..	4th quarter, 1927
(71) 825/125, Layard's broadway (Registered No. 02,051)	Mohamed Yoosof Aynul Abidah of "Fern Bank," Clifford place, Bambalapitiya, in Colombo	2,773 14 ..	2nd quarter, 1927
(72) 6/18, Kayman's gate (Registered No. 02,052)	Ana Maideen, son of Assan of No. 9, Marties lane, San Sebastian, in Colombo	2,835 5 ..	4th quarter, 1927

Summary of Income and Expenditure from January 1 to 31, 1928.

HEAD OF INCOME.	Estimated Income for 1928, as per Budget.		Income from January 1 to 31, 1928.	
	Rs.	c.	Rs.	c.
A.—Taxes	240,250	0	14,481	0
B.—Licences	277,700	0	29,295	0
C.—Judicial fines	95,000	0	8,238	42
D.—Tolls	142,000	0	13	20
E.—Markets	146,200	0	12,694	64
F.—Slaughter-house	66,000	0	8,391	57
G.—Conservancy	9,500	0	202	12
H.—Cattle Mart and Quarantine Station	72,500	0	6,122	22
I.—Consolidated rate	3,450,000	0	681,932	24
K.—Water	941,000	0	55,653	79
L.—Rents	88,850	0	6,846	4
M.—Miscellaneous	1,582,400	0	17,501	26
Total	7,111,400	0	841,371	50
HEAD OF EXPENDITURE.	Estimated Expenditure for 1928, including Supplementary Votes and un- spent balances at 31-12-27 brought forward.		Expenditure from January 1 to 31, 1928.	
	Rs.	c.	Rs.	c.
A.—Non-effective charges	863,660	0	8,855	26
B.—Chairman	37,868	25	2,300	0
C.—Secretariat	110,618	69	16,379	3
D.—Treasurer's Department	312,974	0	20,475	74
E.—Veterinary Department	191,857	0	6,399	59
F.—Municipal Court	30,802	0	2,415	10
G.—Fire Brigade and Ambulances	107,860	25	4,452	82
H.—Public Health Department	513,862	0	27,755	58
I.—Engineer's Department	5,902,784	92	178,637	57
K.—Waterworks Department	563,380	79	9,575	50
L.—Assessing Department	113,072	0	7,347	14
M.—Public Library	20,223	0	951	48
N.—New Town Hall (capital expenditure)	—	—	11,311	13
Excess of income over expenditure carried to Balance Sheet	—	—	296,855	94
Total	8,768,962	90	841,371	50

The Town Hall,
Colombo, March 30, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

Statement of Receipts and Payments on Current Capital Works, January 31, 1928.

HEAD OF RECEIPT.	Receipts to December 31, 1927.		Receipts to January 31, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works :—						
(a) Loan funds	3,000,000	0	—	—	3,000,000	0
(b) Revenue contributions	476,673	19	—	—	476,673	19
2. Colombo Drainage Works :—						
(a) Loan funds	11,072,980	0	—	—	11,072,980	0
(b) Grant in aid	7,100,000	0	—	—	7,100,000	0
(c) Revenue contributions	777,760	11	4,856	97	782,617	8
3. Amount received on realization of sinking funds invest- ment and interest thereon*	2,105,978	39	—	—	2,105,978	39
4. Town Hall at Victoria Park :—						
Revenue contributions	112,083	31	11,835	49	123,918	80
Total	24,645,475	0	16,692	46	24,662,167	46

* From this amount will be met : (1) Cost of drainage works and public lavatories, &c., over and above the loan, grant in aid, and revenue contributions ; (2) raising of Labugama reservoir dam ; (3) construction of Town Hall at Victoria Park.

HEAD OF PAYMENT.	Estimate.		Payments to December 31, 1927.		Payments to January 31, 1928.		Total.	
	Rs.	c.	Rs.	c.	Rs.	c.	Rs.	c.
1. Duplication of 30-inch water main and filtration works	3,476,673	19	3,476,673	19	—	—	3,476,673	19
2. Colombo Drainage Works :—								
(a) Works carried out by Resident Engi- neer as per modified scheme	17,830,564	12	17,830,564	12	—	—	17,830,564	12
(b) Extensions of sewers and underground drains and other improvements carried out by Municipality since 1922	914,067	9	907,275	12	6,791	97	914,067	9
(c) Public lavatories and house con- nections	703,962	1	705,897	1	1,935	0	703,962	1
3. Raising of Labugama Reservoir dam	319,293	76	319,293	76	—	—	319,293	76
4. Town Hall at Victoria Park	1,572,915	29	1,405,771	80	11,835	49	1,417,607	29
Total	24,817,475	46	24,645,475	0	16,692	46	24,662,167	46

The Town Hall
Colombo, March 30, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

Balance Sheet, January 31, 1928.

LIABILITIES.		Rs. c.	Rs. c.	ASSETS.		Rs. c.	Rs. c.
<p>1. Loans outstanding :— (a) Government of Ceylon, duplication of 30-inch water main, &c. .. 3,000,000 0 Less redemption of loan .. 206,933 26 ————— 2,793,066 74</p> <p> (b) Government of Ceylon, Colombo Drainage Works .. 11,072,980 0 Less redemption of loan .. 763,789 38 ————— 10,309,190 62</p> <p>2. Grant in aid :— Government of Ceylon, Colombo Drainage Works — 7,100,000 0</p> <p>3. Sinking Fund Suspense Account :— (a) Waterworks loan .. 206,933 26 (b) Colombo Drainage Works loan 763,789 38 ————— 970,722 64</p> <p>4. Permanent works executed out of revenue :— (a) Waterworks .. 476,673 19 (b) Colombo Drainage Works (extensions to scheme).. 782,617 8 (c) Town Hall at Victoria Park 123,918 80 ————— 1,383,209 7</p> <p>5. Amount received on realiza- tion of sinking funds investment and interest thereon 2,105,978 39</p> <p>6. Insurance Fund and interest thereon 9,117 47</p> <p>7. Child Welfare Centre :— (a) Contribution from War Memorial Fund and interest .. 94,077 2 (b) Revenue contributions .. 52,500 0 ————— 146,577 2</p> <p>8. Pettah Library Bequest and interest thereon 3,483 71</p> <p>9. Deposits :— (a) Pending execution of works .. 62,908 62 (b) Miscellaneous .. 141,266 49 ————— 204,175 11</p> <p>10. Securities :— (a) Tenders .. 400 1 (b) Contractors .. 26,605 59 (c) Water supply to shipping 35,000 0 (d) Municipal Council officials 37,194 8 (e) Lands 23,648 41 (f) Miscellaneous .. 61,578 45 (g) Upkeep of graves .. 2,565 0 (h) Public Library .. 1,992 90 ————— 188,984 44</p> <p>11. Gratuities to minors held in trust 3,516 44</p> <p>12. Suspense account 13,118 35</p> <p>13. Receipts in advance 43,884 7</p> <p>14. Sundry Creditors 52,963 57</p> <p>15. Excess of assets over liabi- lities :— (a) Brought forward from 1927 1,532,686 16 (b) Excess of income over expenditure up to January 31, 1928, as per statement of income and expenditure .. 544,515 56 ————— 2,077,201 72</p> <p style="text-align: right;">Total 27,405,189 36</p>	<p>1. Capital expenditure :— (a) Duplication of 30-inch water main and filtra- tion works .. 3,476,673 19 (b) Colombo Drainage Works :— (1) Works carried out by Resident Engineer as per modified scheme .. 17,830,564 12 (2) Extensions of sewers and underground drains and other improve- ments carried out by Municipality since 1922 914,067 9 (3) Public lavatories and house connections .. 703,962 1 (c) Raising of Labugama reservoir dam .. 319,293 76 (d) Town Hall at Victoria Park 1,417,607 29 (e) Child Welfare Centre :— (1) Land .. 52,500 0 (2) Buildings .. 81,730 0 ————— 24,796,397 46</p> <p>2. Amounts advanced to Muni- cipal Council officials for purchase of vehicles — 6,209 68</p> <p>3. Trunk Road Improvements — 14,180 55</p> <p>4. Advance accounts :— (a) Miscellaneous .. 22,438 81 (b) Municipal quarries .. 2,146 74 (c) Works pending recovery 14,755 82 (d) Making articles for stock 9,007 42 ————— 26,040 47</p> <p>5. Sundry Debtors — 94,666 23</p> <p>6. Expenditure on laying water mains in private streets 122,986 77 Less recoveries from land- owners 79,236 62 ————— 43,750 15</p> <p>7. Expenditure on aided house drainage 199,391 51 Less recoveries from owners 86,078 98 ————— 113,312 53</p> <p>8. Stores on hand :— (a) General .. 551,619 38 (b) Waterworks .. 387,115 55 ————— 938,734 93</p> <p>9. Investments Account :— Ceylon Government 4 per cent. inscribed stock .. 930 0 Ceylon Savings Bank .. 7,448 19 Fixed deposit at :— Mercantile Bank of India 500 0 National Bank of India 10,000 0 Chartered Bank of India, Australia, and China 9,000 0 Imperial Bank of India 1,113,096 61 ————— 1,140,974 80</p> <p>10. Cash :— (a) At Imperial Bank of India on current account 228,902 56 (b) In hand :— (1) With shroff, Municipal Council .. 1,349 70 (2) With Municipal Council officials .. 310 0 (3) With Medical Officer, Infectious Diseases Hospital .. 360 30 ————— 230,922 56</p> <p style="text-align: right;">Total 27,405,189 36</p>						

The Town Hall,
Colombo, March 30, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

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

April 24, 1928.

G. H. N. SAUNDERS,
Municipal Treasurer.

SCHEDULE.

Date and Place of Sale : May 3, 1928, at the Municipal Council Stores, Darley road, Colombo.

Premises No.	Street.	Quarter and Year.	Property seized.	Time of Sale.
43	.. Temple lane	.. 4th quarter, 1927	.. 4 easy chairs (1 nadun and 3 jakwood)	.. 9.30 A.M.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Colombo, in terms of the 140th clause of the Ordinance No. 6 of 1910, for arrears of rates due on the premises, and for the period mentioned in the subjoined schedule, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount of the rates and costs be duly paid.

The Municipal Office,
Colombo, April 24, 1928.G. H. N. SAUNDERS,
for Chairman.

SCHEDULE.

Date of Sale : May 19, 1928.

Premises No.	Street.	Quarter and Year.	Time of Sale.
3185/141	.. Alutmawatta	.. 4th quarter, 1927	.. 8.30 A.M.
3911/130	.. Modera street	.. do.	.. do.
New No. 11 Old No. 57A/21 (2)	.. Station avenue	.. do.	.. 9 A.M.

List of Auctioneers' Licences issued during
March, 1928.

Date. 1928.	Number.	Name and Address.
March 13	.. 12	.. A. F. Gay, 22/6, Darlington gardens, Kotahena

List of Auctioneers' and Brokers' Licences issued
during March, 1928.

March 12	.. 79	.. D. H. P. Abeyawardane, Colombo
March 17	.. 80	.. J. F. Seneviratne, 60B, Wasala road
March 24	.. 81	.. Ayres Karunaratne, 122, Hulftsdorp
Do.	.. 82	.. Anselm Weerasinghe, 55, Messenger street
March 30	.. 83	.. Manuel Rozairo Miranda Muller & Cooray, Colombo

List of Brokers' Licences issued during
March, 1928.

March 1	.. 93	.. L. B. Neydorff, 38, Chatham street
Do.	.. 94	.. V. Ratnasingham, 18, Upper Chatham street
Do.	.. 95	.. Mudaliyar H. C. Jayasinghe, Cotta road
March 3	.. 96	.. G. Francis Perera, 39, Chatham street
March 7	.. 97	.. Oduma Lebbe Segu Saibo, 32, Hulftsdorp
Do.	.. 98	.. Geo. Boulton, Bristol buildings, Colombo

Date. 1928.	Number.	Name and Address.
March 8	.. 99	.. S. Subbiappillai, 41A, St. Joseph's street
March 14	.. 100	.. J. A. Fernando, Gaffoor building, Colombo
Do.	.. 101	.. D. A. de S. Tudawe, 18, Norris road
March 24	.. 102	.. H. L. Austin, Maesmawr, Lauries road
Do.	.. 103	.. A. K. Sahul Hamid, 46, Prince street, Pettah
Do.	.. 104	.. Maas Naines Kanakka, 18/3, Stewart street
Do.	.. 105	.. W. G. David Weeratne, 26, Norris road
March 28	.. 106	.. J. C. Koelman, 28, Upper Chatham street
March 30	.. 107	.. V. Meenachisunderampillai, 68, Sea street
Do.	.. 108	.. W. S. Fernando, 108, Dam street
Do.	.. 109	.. A. M. Mohideen Ibrahim, 112, 4th Cross street
March 31	.. 110	.. D. A. Abeyesinghe, 39, Chatham street

G. H. N. SAUNDERS,
Municipal Treasurer.Treasurer's Department, Town Hall,
Colombo, April 16, 1928.

Municipality of Galle.

NOTICE is hereby given that in the absence of movable property liable to seizure, (1) rents and profits from 1 to 10 years, (2) timber and produce, (3) materials of house, and (4) the under-mentioned properties themselves, seized in virtue of a warrant issued by the Chairman of the Municipal Council of Galle, in terms of section 137 of the Ordinance No. 6 of 1910, for arrears of assessment rates due on the premises mentioned in the subjoined schedule for 4th quarter, 1927, will be sold by public auction on the spot at the time therein mentioned, unless in the meantime the amount due of the assessment rates and costs be duly paid.

The Municipal Office,
Galle, April 19, 1928.

By order, ARTHUR ARNDT,
Secretary.

SCHEDULE.

Time of Sale: To commence at the First-named Premises at 7 a.m. each Day.

Fort Ward.

Monday, May 28, 1928.

No. 12, Leyn Baan street.

Kaluwella Ward.

Tuesday, May 29, 1928.

Nos. 20, 74, 79, 121, 152, 173, 248, 307, 308, 310, 316, 320, 331, 332, 334, and 247, Bazaar.

Thursday, May 31, 1928.

Nos. 101, 275A, 276A, Kaluwella; Nos. 2B, 5, 30, 73A, 111, 144, 144A, 145, 146, 146A, 153, 153A, 157, 182, 197, Kumbalwella; No. 6, Havelock place; Nos. 9, 11, 195, 234, 254B, 261, 262, 267, 268, 268A, 308, 343, 343A, 344, 346, 346B, and 371, Dangedera.

Galupiadada Ward.

Friday, June 1, 1928.

Nos. 48, 67B, 69, 81, 228, 258, 278, 279A, 298, 314, 317, 327, 328A, 357, 358, 419, 422A, 425, 433A, 442, 461, 473, 478, and 444A, Galupiadada.

Tuesday, June 5, 1928.

Nos. 9A, 26, 42, 54B, 55, 55A, 60, 67B, 117B, Ettiligoda; Nos. 7A, 34, 70A, 106, 110; Dewature, Nos. 18 and 20, Makuluwa.

Wednesday, June 6, 1928.

Nos. 51A, 98, 101, 102, 102A, 104, 109, 112, 117, 117B, 117C, 123, 124, 125, 130, 131, 131A, 133, 134, 142, 153A, 153B, 154B, 165, 177, and 188D, Dangedera.

Thursday, June 7, 1928.

Nos. 601E, 608A, 624, 696G, 703, 714, 744A, 752, 773, 784, 810, 817, 817A, and 819A, Galupiadada.

Friday, June 8, 1928.

Nos. 873, 877, 914, 917, 924A, 931, 941, 943, 945, 955, 958, 961, 962, 967, 969, 971C, 977, 990A, 997, 1001, and 1010A, Galupiadada.

Monday, June 11, 1928.

Nos. 588B, 577C, 587, 581B, 650A, 669, Galupiadada; Nos. 32, 35, 37, 40, 41, 42, Makuluwa; Nos. 2, 4, and 5, Miliduwa.

Tuesday, June 12, 1928.

Nos. 23 I, 24, 25, 57, 59, 95, 94, 96, 98, 99, 100, 101, 102, 104, 195, Dewatura; Nos. 28 and 54, Koswatta.

Wednesday, June 13, 1928.

Nos. 1, 5, 48, 56A, 57, 61, 63, Tangalumulla; Nos. 57, 63, 91, 103, 121, 122, 130, 147, 159, 180, 184, 226, 228A, 243, and 244, Katugoda.

Thursday, June 14, 1928.

Nos. 124B, 131, 182, 238, 270, 308, 342, 404, 404A, 405, 407, 420, 473, 498B, 507, 560, 560A, Ettiligoda; Nos. 44, 47, 66, 78A, 84, 85, 86, and 106, Miliduwa.

Hirimburra Ward.

Friday, June 15, 1928.

Nos. 12, 23, 25, 36, 84, 96, 140, 181, 232A, 308, 332, 486A, 515, 516, 520, and 532, Dangedera.

Monday, June 18, 1928.

Nos. 36A, 44, 56, 57, 162, Talgahahena; Nos. 17D, 98, 109, 115, 142, Madawalamulla; No. 55, Bataganwilla; Nos. 1A, 56A, 100, 141, 179, 179A, 274A, Kumbalwella; and No. 1, Alapalawa.

Tuesday, June 19, 1928.

Nos. 70A, 109, 182, 468B, 476, 482A, 485, 487, 502, 581, 601L, 657E, 657G, 674, 677A, 675, 697A, 705, 706, 714, 715, 728, 764, 777, 785A, 785B, 845A, 848, 854, 894, 901, 903, 908, 937, 938, 945, 946, 972, 986, 990, 991, and 1002, Naitipe.

Wednesday, June 20, 1928.

Nos. 208B, 232A, 238, 238A, 304, 310, 318, 319, 335, 389, 395, and 406B, Hirimbura.

Thursday, June 21, 1928.

Nos. 1029, 1063, 1085, and 1131A, Miliduwa.

Kumbalwella Ward.

Friday, June 22, 1928.

Nos. 1, 3, 4, 5, 6, 7, 8, 11A, 13, 15, 17, 21A, 22, 28, 29, 32, 32B, 32C, 32D, 34, 35, 36, 41, 41A, 45, 47, 54A, 55, 57A, 59, 60, 62, 70B, 70, 71, 71A, 73A, 77, 78, 78B, 78A, 78C, 81, 83, 85, 86, 94C, 95C, 96, and 96A, Kaluwella.

Monday, June 25, 1928.

Nos. 97, 98, 98A, 100, 102, 105A, 106A, 107, 109A, 110, 112, 113, 114, 119, 126, 129B, 130, 132, 133, 133A, 134, 177, 179E, 179L, 179J, 179K, 179O, 180A, 189, 195A, 196, 197, 198, 199, 200, 203, 204A, 205A, 209, 228, 233, 233A, 237, 238, 239, 240, 241, 241A, 242, and 243, Kaluwella.

Tuesday, June 26, 1928.

Nos. 247, 248, 249, 250, 250A, 251, 252, 255A, 257, 261, 262A, 263, 269, 275, 276, 277, 278, 281, 284, 285, 285B, 286, 287, 287A, 287B, 288, 289, 290, 291, 292, 293, 293A, 294, 294A, 295, 296, 299, 300A, 301, 302, 301A, 301, 302, 303, 304, 305, 306, 307, 308A, 315, 315A, 316, 318, 319, 320, 320A, 320B, 322, 323, 324, 326, 327, and 328, Kaluwella.

Wednesday, June 27, 1928.

Nos. 2, 5, 6, 7, 9, 10, 11, 12, 14, 16, 16A, 17, 20, 21, 21A, 22, 25, 28, 31, 32, 32A, 38, 41, 42, 45, 46A, 55, 58, 63, 64, 65, 66, 67, 75, 83A, 86, 89, 90, 92, 93, 94, 95, 96, 97, 98, 99, 104A, 105, 106, 108, 109, 11, 112, 113, 114, 115, 116, 117, 118, 120, 121, 122, 123, 124, 134, 135, 136, 137, 138, 141, 144, 145, 148, 149, 150, 151A, 163, 164, 167, 168, 169, 171, 165, 172, 176A, 177, 180, 181 and 182, Galwadugoda.

Thursday, June 28, 1928.

Nos. 183, 184, 185, 186, 187, 188, 196, 203, 204, 205, 207, 208, 211, 212, 213, 217, 218, 220, 224, 225, 226, 227, 228, 229, 232, 233, 234, 236, 237, 241, 242, 252, 253, 256, 260, 261, 263, 264, 265, 268, 269, 279, 281, 282, 283, 284, 285, 286, 290, 291, 251C, 251D, 251E, 251F, and 251G, Galwadugoda.

Friday, June 29, 1928.

Nos. 1, 2, 2A, 4, 5, 6, 7, 8, 9, 10, 11, 14, 14A, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30, 31, 32, 34, 36, 38, 39, 40, 41, 43, 44, 45, 50, 52, 53, 53A, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, and 66, Ossenangoda.

Tuesday, July 3, 1928.

Nos. 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 77A, 78, 79, 80, 81, 82, 84A, 87, 89, 90, 91, 94, 96, 97, 98, 99, 100, 100A, 101, 102, 103, 104, 105, 105A, 106, 107, 108, 109, 110, 111, 111A, 112, 113, 115A, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, and 129A, Ossenagoda.

Wednesday, July 4, 1928.

Nos. 131, 132, 133, 134, 135, 138, 142, 146, 147, 150, 151, 153, 154, 155, 156, 157, 159, 160, 162, 163, 164A, 165, 167, 168, 170, 172, 173, 174, 175, 176, 177, 178, 179, 180, 182, 183, 184, 185, 186, 189, 190, 191, 192, 192A, 193, 193A, 196, 194, 197, 200, 203, 204, 205, 206, 207, 212, 213, 215, 214A, 216, 216A, 217, 218, 220, 221, 221, 222, 223, and 197A, Ossenagoda.

Thursday, July 5, 1928.

Nos. 7B, 13, 14, 15, 16, 21, 22, 31, 37, 47, 51, 53, 54, 59, 65, 70, 71, 73, 75, 85, 90, 92, 100, 105, 108, 109, 113, 114, 120, 126, 132, 133, 134, 139, 135, 146, 146A, 147, 148, 149, 150, 152, 155, 167, 177, 186, 189, 192, 193, 195, 196, 197, and 51A, Kumbalwella.

Friday, July 6, 1928.

Nos. 2, 3, 4, 6, 12, 19, 21, 24, 26, 27, 29, 30, 36, 37, 38, 40, 41A, 43, 46, 51, 52, 59, 60, 61, 67, 81, 83, 105, 119, 120, 133, 135, 136, 166, 167, 168, 169, 171, 172, 173, 174, 178, 163,

181, 182, 183, 184, 185, 186, 188, 189, 192, 193, 201, 202, 207, 208, 209, 210, 211, 204, 217, 218, 221, 221A, 222, 223, 228, 230, 231, 245A, 254, 256, 258, 261, 263, 264, 265, 266, 267, 268, 272, and 273, Bopo.

Monday, July 9, 1928.

Nos. 278, 279, 280, 281, 283, 286, 297, 303, 307, 308, 309, 310, 313, 314, 317, 318, 321, 323, 325, 327, 336, 337, 338, 341, 342, 343, 355, 356, 357, 361, 362, 366, 372, 383, 389, 394, 295, 396, 397, 398, 402, and 405, Bopo.

Tuesday, July 10, 1928.

Nos. 12, 26, 53, 72, 77A, 86B, 88, 112, 112B, 170, 216, and 217, Kandewatta.

Wednesday, July 11, 1928.

Nos. 3A, 36, 64B, 105, 111, 141, 168, 385, 465, 467, 476, 480, 546, 551, 598, 615, and 674, Dadalla.

Thursday, July 12, 1928.

Nos. 9, 107, 153, 154, 156, 322A, 339, 349, 366A, 396, 416, 422, 443, and 474, Gintota.

ROAD COMMITTEE NOTICES.**Rattota Gammaduwa Estate Cart Road.**

NOTICE is hereby given that in terms of the Estate Roads Ordinance, No. 12 of 1902, a meeting of the Local Committee of the above road will be held at Kensington District Store on Tuesday, May 1, 1928, at 9.30 A.M.

Business.

1. Road notice calling meeting.
2. Read and confirm minutes of the previous meeting.
3. Submit and pass supplementary vote.
4. Elect a new Chairman.
5. Any other business.

E. R. SUDBURY,
for Chairman.

Provincial Road Committee's Office,
Kandy, April 23, 1928.

Kandnewera-Wariapolla Estate Cart Road.

NOTICE is hereby given that 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 for improvements to the above road:—

Private contributions .. Rs. 3,125·00

1st and 2nd sections, 1 mile 66 chains.

Private contribution, Rs. 98·00

Proprietors or Agents.	Estates.	Acreage.
Wariapolla Estates Co., Ltd. (M. C. Evans)	Wariapolla	971
Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandnewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	409

3rd section, 46 chains.

Private contribution, Rs. 161·00

Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandnewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	409

4th and 5th sections, 2 miles.

Private contribution, Rs. 2,075·00

Proprietors or Agents.	Estates.	Acreage.
Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandnewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	409
The Bandarapola Ceylon Com- pany, Ltd. (S. Mc Clelland)	Godapola	454
Do.	Karagahalanda	104

6th section, 28 chains.

Private contribution, Rs. 245·00

Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandnewera	937
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346
The Bandarapola Ceylon Com- pany, Ltd. (S. Mc Clelland)	Karagahalanda	104

7th section, 40 chains.

Private contribution, Rs. 280·00

Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandnewera	937
The Bandarapola Ceylon Com- pany, Ltd. (S. Mc Clelland)	Karagahalanda	104

8th and 9th sections, 1 mile 40 chains.

Private contribution, Rs. 266·00

Wariapolla Estates Co., Ltd. (D. C. Gordon-Duff)	Kandnewera	937
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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.

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, April 24, 1928. Chairman.

Duékwarl-Ferndale Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

(Estimate No. D 103, sanctioned on October 21, 1927.)

Government moiety	Rs. 1,460.00
Private contributions	Rs. 1,474.60

1st section, $\frac{1}{2}$ mile.

Total acreage, 3,883—Moiety of cost, Rs. 294.61—
Sectional rate, .07587c.—Total rate, .07587c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
The Rangalla Consolidated Tea Co., Ltd. (E. S. Wilson); Agent, Martin M. Smith	Peru	138	10 48

1st and 2nd sections, $1\frac{1}{2}$ mile.

Total acreage, 3,745—Moiety of cost, Rs. 294.61—
Sectional rate, .07866c.—Total rate, .15453c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Rangalla	130	20 10
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1st to 3rd section, $2\frac{1}{2}$ miles.

Total acreage, 3,615—Moiety of cost, Rs. 294.60—
Sectional rate, .08149c.—Total rate, .23602c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Poodelgodde	331	78 13
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1st to 4th section, 3 miles.

Total acreage, 3,284—Moiety of cost, Rs. 294.60—
Sectional rate, .08970c.—Total rate, .32572c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Madultenne	202	65 80
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1st to 5th section, $3\frac{1}{2}$ miles.

Total acreage, 3,082—Moiety of cost, Rs. 294.60—
Sectional rate, .09558c.—Total rate, .42130c.

The Rangalla Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Kaladuriya	216	91 1
Gordon Frazer & Co. (A. H. Kerr)	Ferndale	310	130 61
Galaha Co. (A. H. Kerr)	Liangapella	338	142 40
Rangalla Consolidated Tea Co., Ltd. (E. S. Wilson); Agent, M. Martin Smith	Esperanza	523	220 35
Do.	Mount Mar and Winchfield Park	500	210 66
Lipton Ltd. (H. S. Hurst)	St. Martins	594	250 26
Lewis Brown & Co., Ltd. (J. K. Olney)	Burnside	487	205 18
Lewis Brown & Co., Ltd.	Angroowella	114	48 4
	Total		1,473 2

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 10, 1928.

N.B.—Private contributions	Rs. 1,474 60
Deduct unexpended balance on maintenance estimate, 1926-27	1 58
	1,473 2

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, April 24, 1928. Chairman.

Barnagala-Pen-y-lan-Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for the maintenance of the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate in the district interested in the road, as follows:—

Government moiety	Rs. 1,000.00
Private contributions	Rs. 1,942.00

1st to 3rd section, 2 miles 12 chains.

Total acreage, 8,325 $\frac{1}{2}$.

Rate per acre, .23.325c.

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
C. A. Laing	Mossville	919 $\frac{1}{2}$	214 54
Gordon Frazer & Co. (H. F. C. Phillips)	Pen-y-lan	980	228 60
H. W. Malcomson	Kellie Group	2,241	522 72
E. H. Simpson (W. F. Carter)	Tamaravilly	1,404 $\frac{1}{2}$	327 67
C. A. Laing	Malgolla	302	70 45
George Stewart & Co. (C. A. Johnson)	Cattaram	668	155 82
H. Wiggan	Dotel-oya	1,744	406 80
U. P. A. de Silva	Kitulgala	66	15 40
	Total		1,942 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. S. S. C. Baxter, Chairman, Local Committee, on or before June 10, 1928.

H. W. CODRINGTON,
Provincial Road Committee's Office,
Kandy, April 24, 1928. Chairman.

Barnagala-Pen-y-lan-Estate Cart Road.

NOTICE is hereby given that the Provincial Road Committee, acting under the provisions of the Estate Roads Ordinance, No. 12 of 1902, have assessed the proportion due by each estate in the district interested in the road for rebuilding culvert No. 15.

Private contributions	Rs. 1,200.00
Total acreage, 8,325 $\frac{1}{2}$ —Rate per acre, .14413.	

Proprietors or Agents.	Estates.	Acreage.	Amount.
			Rs. c.
C. A. Laing	Mossville	919 $\frac{1}{2}$	132 57
Gordon Frazer & Co. (H. F. C. Phillips)	Pen-y-lan	980	141 25
H. W. Malcomson	Kellie Group	2,241	323 0
E. H. Simpson (W. F. Carter)	Tamaravilly	1,404 $\frac{1}{2}$	202 47
C. A. Laing	Malgolla	302	43 54

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
George Steuart & Co. (C. A. Johnson)	Cattaram	668	96 28
H. Wiggin	Dotel-oya	1,744	251 37
U. P. A. de Silva	Kitulgala	66	9 52
Total			1,200 0

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. S. S. C. Baxter, Chairman, Local Committee, on or before June 10, 1928.

H. W. COURTNEYS,
Chairman.
Provincial Road Committee's Office,
Kandy, April 24, 1928.

Nomination of Members, Local Committee.

NOTICE is hereby given that the notification *re* the above appearing in *Government Gazette* No. 7,638 of April 12, 1928, is cancelled, and 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-Poomagalla road for the years 1928 and 1929:— Messrs. R. G. Coombe (Chairman), C. L. Collie, G. E. Legget, G. R. Pippet, A. L. Bell, and R. M. C. Jones.

J. R. WALTERS,
Chairman.

Provincial Road Committee,
Badulla, April 23, 1928.

NOTICE TO MARINERS.

No. 10 of 1928.

COLOMBO PILOT STATION LIGHT.

Alteration to Fixed Light.

THE Red occulting light exhibited from the Landing Jetty at the Pilot Station, head of Old Arm, South-west Breakwater, has been altered to a Red Fixed Light.

Admiralty Charts affected:—

- No. 914, Colombo Harbour.
- No. 3,686, Approaches to Colombo.
- No. 3,700, Colombo to Galle.

Publications:—

- Bay of Bengal, 5th Edition, 1921, page 104.
- West Coast of India Pilot, 7th Edition, 1926, page 69.
- List of Lights, 1927, Part VI., No. 498.

Master Attendant's Office,
Colombo, April 19, 1928.

E. C. STUBBS, Captain, R.N. (Retired),
Master Attendant.

TRADE MARKS NOTICES.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 3,731.
- (2) Date of Receipt: December 28, 1926.

(3) Applicant (Proprietor of the Trade Mark) THE UNITED DRUG COMPANY, LIMITED (a Company incorporated under the English Companies' Acts), Waterway street, Nottingham, England; Manufacturing chemists.

(4) Address for service in the Island, if any: C/o Julius & Creasy, Colombo.

(5) Class: 48.

(6) Goods: Perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).

(7) Representation of the Trade Mark:

JONTEEL

This Trade Mark is to be associated with the Trade Mark No. 2,508 under Section 24.

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 3,732.
- (2) Date of Receipt : December 8, 1926.
- (3) Applicant (Proprietor of the Trade Mark): THE UNITED DRUG COMPANY, LIMITED (a Company incorporated under the English Companies' Acts) Waterway street, Nottingham, England; Manufacturing Chemists.
- (4) Address for service in the Island, if any : C/o Julius & Creasy, Colombo.
- (5) Classes : (a) 3; (b) 48.
- (6) Goods : (a) In Class 3 in respect of chemical substances used in medicine and pharmacy.
(b) In Class 48 in respect of perfumery (including toilet articles, preparations for the teeth and hair, and perfumed soap).
- (7) Representation of the Trade Mark :

REXALL

This Trade Mark is to be associated with the Trade Mark No. 2,554 under Section 21.

Registrar-General's Office, C. COOMARASWAMY,
Colombo, April 25, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 4,071.
- (2) Date of Receipt : November 26, 1927.
- (3) Applicant (Proprietor of the Trade Mark): I. G. FARBENINDUSTRIE AKTIENGESELLSCHAFT (a Company registered under the laws of Germany as a Joint Stock Company), Frankfurt a/Main, Germany; Manufacturers and Merchants.
- (4) Address for service in the Island, if any : care of F. J. & G. de Saram, Colombo.
- (5) Class : 8.
- (6) Goods : Philosophical instruments, scientific instruments and apparatus for useful purposes, instruments and apparatus for teaching.
- (7) Representation of the Trade Mark :



Registrar-General's Office, C. COOMARASWAMY,
Colombo, April 25, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 4,096.
- (2) Date of Receipt : December 13, 1927.
- (3) Applicant (Proprietor of the Trade Mark): SAXONE SHOE COMPANY, LIMITED (a Company registered under the English Companies Acts), 89, Titchfield street, Kilmarnock, Scotland; Boot and Shoe Manufacturers.
- (4) Address for service in the Island, if any : Care of F. J. & G. de Saram, Colombo.
- (5) Class : 38.
- (6) Goods : Boots and shoes.
- (7) Representation of the Trade Mark :

CABLE

Registrar-General's Office, C. COOMARASWAMY,
Colombo, April 25, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 4,102.
- (2) Date of Receipt : December 21, 1927.
- (3) Applicant (Proprietor of the Trade Mark): THE JAEGER COMPANY, LIMITED (a Company organized under the laws of Great Britain), 95, Milton Street, London E. C. 2, England; Manufacturers.
- (4) Address for service in the Island, if any : Remfry & Son, care of "The Ceylon Daily News," 18, Baillie street, Colombo.
- (5) Class : 33.
- (6) Goods : Knitting yarns of wool, worsted and camel hair.
- (7) Representation of the Trade Mark :

JAEGER

Registrar-General's Office, C. COOMARASWAMY,
Colombo, April 25, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

- (1) Trade Mark No. 4,103.
- (2) Date of Receipt : December 21, 1927.
- (3) Applicant (Proprietor of the Trade Mark): THE JAEGER COMPANY, LIMITED (a Company organized under the laws of Great Britain) 95, Milton street, London E. C. 2, England; Manufacturers.
- (4) Address for service in the Island, if any : Remfry & Son, care of "The Ceylon Daily News," 18, Baillie street, Colombo.
- (5) Class : 34.

(6) Goods : Cloths and stuffs of wool, worsted or hair.

(7) Representation of the Trade Mark :

JAEGERRegistrar-General's Office,
Colombo, April 25, 1928.C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,104.

(2) Date of Receipt : December 21, 1927.

(3) Applicant (Proprietor of the Trade Mark) : THE JAEGER COMPANY, LIMITED (a Company organized under the laws of Great Britain), 95, Milton street, London E. C. 2, England ; Merchants.

(4) Address for service in the Island, if any : Remfry & Son, c/o "The Ceylon Daily News," 18, Baillie street, Colombo.

(5) Class : 35.

(6) Goods : Blankets, sheets, bedcoverings, and curtains, all being woollen goods not in the piece.

(7) Representation of the Trade Mark :

JAEGERRegistrar-General's Office,
Colombo, April 25, 1928.C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,105.

(2) Date of Receipt : December 21, 1927.

(3) Applicant (Proprietor of the Trade Mark) : THE JAEGER COMPANY, LIMITED (a Company organized under the laws of Great Britain), 95, Milton street, London E. C. 2, England ; Merchants.

(4) Address for service in the Island, if any : Remfry & Son, c/o "The Ceylon Daily News," 18, Baillie street, Colombo.

(5) Class : 38.

(6) Goods : Underclothing, shirts, pyjamas, nightdresses, stockings, socks, gloves, blouses, corsets, belts, braces, brassieres, dressing gowns, smoking jackets, hats, caps, cardigans, waistcoats, sweaters, sports jackets, trousers and knickers, suits, overcoats, bathing costumes, knitted outer garments for men, women, and children, women's coats and wraps, costumes, skirts, gaiters, boots and shoes, slippers and scarves.

(7) Representation of the Trade Mark :

JAEGERRegistrar-General's Office,
Colombo, April 25, 1928.C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,106.

(2) Date of Receipt : December 21, 1927.

(3) Applicant (Proprietor of the Trade Mark) : THE JAEGER COMPANY, LIMITED (a Company organized under the laws of Great Britain), 95, Milton street, London E. C. 2, England ; Merchants.

(4) Address for service in the Island, if any : Remfry & Son, c/o "The Ceylon Daily News," 18, Baillie street, Colombo.

(5) Class : 41.

(6) Goods : Pillows and mattresses.

(7) Representation of the Trade Mark :

JAEGERRegistrar-General's Office,
Colombo, April 25, 1928.C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,107.

(2) Date of Receipt : December 21, 1927.

(3) Applicant (Proprietor of the Trade Mark) : THE JAEGER COMPANY, LIMITED (a Company organized under the laws of Great Britain), 95, Milton street, London E. C. 2, England ; Merchants.

(4) Address for service in the Island, if any : Remfry & Son, c/o "The Ceylon Daily News," 18, Baillie street, Colombo.

(5) Class : 30.

(6) Goods : Travelling rugs.

(7) Representation of the Trade Mark :

JAEGERRegistrar-General's Office,
Colombo, April 25, 1928.C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,146.

(2) Date of Receipt : February 4, 1928.

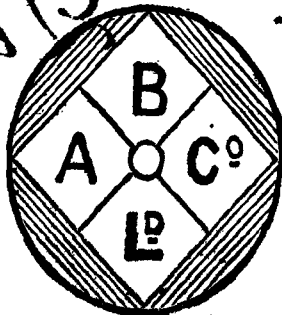
(3) Applicant (Proprietor of the Trade Mark): THE BRITISH ALUMINIUM COMPANY, LIMITED (an English Joint Stock Company of limited liability duly incorporated under English laws), Adelaide House, King William street, London, England; Manufacturers.

(4) Address for service in the Island, if any : C/o Julius & Creasy, Colombo.

(5) Class : 5.

(6) Goods : Unwrought and partly wrought metals used in manufactures, including aluminium, aluminium bronze, and aluminium alloys, either in the form of ingots or in the form of sheets, bars, rods, and sections or in other semi-manufactured form.

(7) Representation of the Trade Mark :



Registration shall give no right to the exclusive use of the letters and abbreviations "B A Co. Ltd."

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,182.

(2) Date of Receipt : March 19, 1928.

(3) Applicant (Proprietor of the Trade Mark): THERMA ELECTRIC HEATING MANUFACTURING COMPANY, LIMITED (formerly S. BLUMER (a joint stock Company organized under the laws of Switzerland), Schwanden, Canton of Glaris, Switzerland; Manufacturers.

(4) Address for service in the Island, if any : Remfry & Son, c/o "The Ceylon Daily News," 18, Baillie street, Colombo.

(5) Class : 16.

(6) Goods : All goods in Class 16 and specially heating and cooking apparatus, machines and apparatus for transforming electrical energy into heat, such as are included in this Class.

(7) Representation of the Trade Mark :

Therma

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,185.

(2) Date of Receipt : March 20, 1928.

(3) Applicant (Proprietor of the Trade Mark): COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thames House, Queen street place, London E. C. 4., England, and Union place, Slave Island, Colombo; Merchants.

(4) Address for service in the Island, if any : ———

(5) Class : 42.

(6) Goods : Tea and all other substances used as food or as ingredients in food.

(7) Representation of the Trade Mark :

BROOKEND

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,187.

(2) Date of Receipt : March 20, 1928.

(3) Applicant (Proprietor of the Trade Mark): COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thames House, Queen street place, London E. C. 4., England, and Union place, Slave Island, Colombo; Merchants.

(4) Address for service in the Island, if any : ———

(5) Class : 42.

(6) Goods : Tea and all other substances used as food or as ingredients in food.

(7) Representation of the Trade Mark :

• CHERRYHILL

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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(1) Trade Mark No. 4,188.

(2) Date of Receipt : March 20, 1928.

(3) Applicant (Proprietor of the Trade Mark) : COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thames House, Queen street place, London E. C. 4., England, and Union place, Slave Island, Colombo ; Merchants.

(4) Address for service in the Island, if any : —

(5) Class : 42.

(6) Goods : Tea and all other substances used as food or as ingredients in food.

(7) Representation of the Trade Mark :

DEVONORA

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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(1) Trade Mark No. 4,189.

(2) Date of Receipt : March 20, 1928.

(3) Applicant (Proprietor of the Trade Mark) : COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thames House, Queen street place, London E. C. 4., England, and Union place, Slave Island, Colombo ; Merchants.

(4) Address for service in the Island, if any : —

(5) Class : 42.

(6) Goods : Tea and all other substances used as food or as ingredients in food.

(7) Representation of the Trade Mark :

HOMEVUEW

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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(1) Trade Mark No. 4,190.

(2) Date of Receipt : March 20, 1928.

(3) Applicant (Proprietor of the Trade Mark) : COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thames House, Queen street place, London, E. C. 4, England, and Union place, Slave Island, Colombo ; Merchants.

(4) Address for service in the Island, if any : —

(5) Class : 42.

(6) Goods : Tea and all other substances used as food or as ingredients in food.

(7) Representation of the Trade Mark :

LILYOYA

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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(1) Trade Mark No. 4,191.

(2) Date of Receipt : March 20, 1928.

(3) Applicant (Proprietor of the Trade Mark) : COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thames House, Queen street place, London E. C. 4, England, and Union place, Slave Island, Colombo ; Merchants.

(4) Address for service in the Island, if any : —

(5) Class : 42.

(6) Goods : Tea and all other substances used as food or as ingredients in food.

(7) Representation of the Trade Mark :

ORANGEMOUNT

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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(1) Trade Mark No. 4,192.

(2) Date of Receipt : March 20, 1928.

(3) Applicant (Proprietor of the Trade Mark) : COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thames House, Queen street place, London E. C. 4, England, and Union place, Slave Island, Colombo ; Merchants.

(4) Address for service in the Island, if any : —

(5) Class : 42.

(6) Goods : Tea and all other substances used as food or as ingredients in food.

(7) Representation of the Trade Mark :

PEARLSIDE

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.

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(1) Trade Mark No. 4,193.

(2) Date of Receipt : March 20, 1928.

(3) Applicant (Proprietor of the Trade Mark): COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thames House, Queen street place, London E. C. 4, England, and Union place, Slave Island, Colombo ; Merchants.

(4) Address for service in the Island, if any : —

(5) Class : 42.

(6) Goods : Tea and all other substances used as food or as ingredients in food.

(7) Representation of the Trade Mark :

ROSEGLLEN

Registrar-General's Office,
Colombo, April 25, 1928.

C. COOMARASWAMY,
Registrar of Trade Marks.