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# THE CEYLON GOVERNMENT GAZETTE

No. 7,645 — FRIDAY, JUNE 1, 1928.

*Published by Authority.*

## PART I.—GENERAL.

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COLOMBO :

H. ROSS COTTLE, GOVERNMENT PRINTER, CEYLON.

## APPOINTMENTS, &c., BY THE GOVERNOR.

No. 217 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to make the following appointment on his Personal Staff:—

*To be Extra Aide-de-Camp.*

**Major ALEXANDER JOHN STEPHENSON FETHERSTON-HAUGH, D.S.O., M.C.,** Worcestershire Regiment (Special Reserve).

By His Excellency's command,

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

No. 218 of 1928.

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

**Mr. L. B. FERDINAND,** Chief Clerk, Hambantota, to act as Office Assistant to the Assistant Government Agent, Hambantota, from May 16, 1928, during the absence of Mr. C. SENARATNE, or until further orders.

**Mr. SETHUKAVALER,** Head Clerk, Trincomalee, to act as Office Assistant to the Assistant Government Agent, Trincomalee, from May 27 to June 3, 1928, inclusive, during the absence of Mr. VALLIPURAM, or until further orders.

**Mr. BASNAYAKE,** Advocate, to act as Crown Counsel, from May 23, 1928, until further orders.

**Mr. J. G. Vos** to be Accountant, Colombo Customs, with effect from October 17, 1927.

**Mr. STRONG** to be attached to H. M. Customs as Surveyor, from May 14, 1928, until further orders.

**Mr. STRONG** to the office of Deputy Collector of Customs, Colombo; Landing Surveyor, Colombo; and Receiver of Wrecks for the District of Colombo, from May 23, 1928, until further orders.

**Mr. DE SILVA** to act as Second Additional District Judge, Colombo, during the absence of Mr. J. W. LANGAKOON, on May 31 and June 1, 1928.

**Mr. DRIEBERG** to act as District Judge, Additional Commissioner of Requests, and Additional Police Magistrate, Avissawella, on May 31 and June 1, 1928, during the absence of Mr. A. G. RANASINHA, or until the resumption of duties by that officer.

**Mr. E. WICKRAMANAYAKE**, to act as District Judge, Commissioner of Requests, and Police Magistrate, Tangalla, from May 29 to June 4, 1928, inclusive, during the absence of Mr. V. P. REDLICH, or until the resumption of duties by that officer.

**Mr. K. KANAKASABAI** to act as Additional District Judge and Additional Commissioner of Requests and Police Magistrate, Jaffna, on May 31 and on June 1 and 2, 1928, or until the assumption of duties by Mr. JAMES JOSEPH.

**Mr. F. N. DANIELS** to act as District Judge, Additional Commissioner of Requests, and Police Magistrate, Kurunegala, during the absence of Mr. D. H. BALFOUR, on May 31 and June 1, 1928, or until the resumption of duties by that officer.

**Mr. O. G. D'ALWIS** to be Additional Commissioner of Requests and Police Magistrate, Kalutara, and Additional District Judge, Kalutara, on May 28 and 31, 1928.

**Mr. JACOB G. FERNANDO** to act as Commissioner of Requests and Police Magistrate, Panadure, during the absence of Mr. S. P. WICKRAMASINHA, on May 30, 1928, or until the resumption of duties by that officer.

**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, from June 1 to 3, 1928, inclusive, or until the resumption of duties by that officer.

**Mr. N. DE ALWIS** to act as Commissioner of Requests and Police Magistrate, Balapitiya, on May 27 and 28, 1928, during the absence of Mr. E. W. KANNANGARA, or until the resumption of duties by that officer.

**Mr. N. DE ALWIS** to act as Commissioner of Requests and Police Magistrate, Balapitiya, from June 2 to 10, 1928, inclusive, during the absence of Mr. E. W. KANNANGARA, or until the resumption of duties by that officer.

**Mr. S. SUBRAMANIAM** to act as Commissioner of Requests and Police Magistrate, Point Pedro and Chavakachcheri, from June 1 to 6, 1928, inclusive, during the absence of Mr. L. J. DE S. SENEVIRATNE, or until the resumption of duties by that officer.

**Mr. F. N. DANIELS** to act as Commissioner of Requests and Police Magistrate, Kurunegala, during the absence of Mr. W. O. STEVENS, on May 31, 1928, or until the resumption of duties by that officer.

**Mr. O. M. P. PERRERA** to act at Dandagamuwa as Additional Commissioner of Requests and Police Magistrate for the judicial division of Kurunegala, during the absence of Mr. D. C. R. GUNAWARDANA, from June 1 to 5, 1928, inclusive, or until the resumption of duties by that officer.

**Mr. AELIAN PEREIRA** to act as Police Magistrate, Colombo, and Additional District Judge, Colombo, from May 25 to 27, 1928, inclusive, during the absence of Mr. H. P. KAUFMANN, or until the resumption of duties by that officer.

**Mr. D. B. SENEVIRATNE** to be, in addition to his own duties, Additional Police Magistrate, Panadure, on May 29, 1928.

**Mr. JACOB G. FERNANDO** to be Additional Police Magistrate, Panadure, on June 5, 1928.

**Mr. W. S. STRONG** to act as Police Magistrate, Puttalam, during the absence of Mr. N. MOONESINGHE, on May 29 and 30 and on June 2, 3, and 4, 1928, or until the resumption of duties by that officer.

**Mr. K. KANAKASABAI** to be a Justice of the Peace for the District of Jaffna.

**Mr. A. W. RUXTON** to be a Justice of the Peace and Unofficial Police Magistrate for the District of Ratnapura, during the absence of Mr. W. G. BERRY from the Island.

By His Excellency's command,

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

No. 219 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under the provisions of section 17 of Ordinance No. 1 of 1873, to appoint Mr. C. C. SCHOKMAN to be a Visitor to the Lunatic Asylum, Angoda, during the absence of Mr. A. F. G. WALKER, Inspector-General of Prisons.

**HIS EXCELLENCY** has also been pleased to appoint Mr. C. C. SCHOKMAN to be the Chairman of the Board of Prison Visitors during the absence of Mr. WALKER.

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

No. 220 of 1928.

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

*To be Captains.*

Lieutenant GEORGE HERBERT GRATIAEN.

Lieutenant CARL EVAN ARNDT.

*To be Lieutenant.*Second Lieutenant VERNON CUMBERBATCH VAN  
GYZEL KELAART.

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

No. 221 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased, under section 120 of "The Criminal Procedure Code, 1898," to appoint Mr. DON NIKULAS WICKREMATNA to be, in addition to his present duties, an Inquirer for Kahawatta Upper division of West Giruwattu in the Hambantota District, Southern Province, during the absence of Mr. B. M. WIJESINGHE, for one month from May 18, 1928.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 25, 1928. Colonial Secretary.

No. 222 of 1928.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. GEORGE NEIL STEWART DE SARAM of Bagatelle road, Colombo, to be a Notary Public throughout the judicial division of Colombo, and to practise as such in the English language.

By His Excellency's command,  
Colonial Secretary's Office, A. G. M. FLETCHER,  
Colombo, May 25, 1928. Colonial Secretary.

## APPOINTMENTS, &c., OF REGISTRARS.

**HIS EXCELLENCY THE GOVERNOR** has been pleased to appoint Mr. KALUHAT WILMOT DE ABREW WIJESINGHE to be an Additional Registrar of Lands of the Colombo District, holding office at Negombo, with effect from June 1, 1928, *vice* Mr. L. F. ROSA, transferred.

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

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

Mr. WALTER DAVID JAYASINGHE to act as Registrar of Lands, Badulla, for ten days from May 31, 1928, during the absence of the Registrar, Mr. E. R. DE SILVA, on leave.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 21, 1928. Registrar-General.

IT is hereby notified that I have appointed PUNCHI BANDARA ATTANAYAKA to act as Registrar of Marriages (Kandyan and General) of Kandy Municipality division, in the Kandy District of the Central Province, for five days, with effect from May 28, 1928, *vice* DAVID MATTHIAS DHARMASURIYA, on leave. His office will be at Kandy Kachcheri.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 26, 1928. Registrar-General.

IT is hereby notified that I have appointed WICKRAMASINGHA MUDIYANSELE EDANDEKUMBURE PUNCHI BANDA WICKRAMASINGHA to act as Registrar of Births and Deaths and of Marriages (Kandyan and General) of Pata Dumbara No. 2 Division, in the Kandy District of the Central Province, for ten days, with effect from May 28, 1928, *vice* PANAMALDENIYE MUDIYANSELE-GEDARA APPUHAMY, on leave. His office will be at Gannilewatta in Amunugama.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 24, 1928. Registrar-General.

IT is hereby notified that I have appointed NELLINATHER KULANDEVELU to act as Deputy Medical Registrar of Births and Deaths of Kalmunai town division, in the Batticaloa District of the Eastern Province, with effect from May 28, 1928, *vice* SEENITTAMPI THAMBIPILLAI, on leave. His office will be at the Kalmunai Hospital.

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 26, 1928. 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, Kalutara, has appointed HELAMBA ARACHCHIGE DON UWANERIS KARUNARATNE to act as Registrar of Births and Deaths of Matugama division, and of Marriages (General) of Iddagoda pattu division, in the Kalutara District of the Western Province, for two days from May 17, 1928, during the absence of the Registrar, MAHAWATTAGE DON PUNCHI.

**SINNO ABEYARATNE**, on sick leave. His offices will be at Achariawatta in Tebuwana and Katupiliyagodakurunduwatta in Matugama on Fridays.

The Additional Assistant Provincial Registrar, Kalutara, has appointed **ANDRAVASPATABENDIGE MAXIMIAN VAS GUNAWARDANE** to act as Registrar of Marriages (General) of Kalutara totamune division, in the Kalutara District of the Western Province, for eight days from June 1, 1928, during the absence of the Registrar, **BUSABADUGE JORONIS FERNANDO ABEYSUNDERA WICKRAMESURIYA**, on leave. His office will be at Madamewatta at Bandarawatta in Beruwela.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed **MERINNAGE SIMON PERERA** to act as Additional Registrar of Marriages (General) of Nuwara Eliya town and Gravets division, in the Nuwara Eliya District of the Central Province, for fifteen days from May 31, 1928, during the absence of the Registrar, **DON CLEMENT ALEXANDER WILLATHGAMUWA**, on leave. His office will be at the Assistant Provincial Registrar's Office, Nuwara Eliya.

The Assistant Provincial Registrar, Nuwara Eliya, has appointed **RATNAYAKE MUDIYANSELAGE PUNCHI BANDA** to act as Registrar of Births and Deaths of Gannawa korale division, and of Marriages (General) of Uda Hewaheta division, in the Nuwara Eliya District of the Central Province, for seven days from June 1, 1928, during the absence of the Registrar, **JAYASEKERA MUDIYANSELAGE DINGIRI BANDA**, on leave. His office will be at Dalgodakelepata in Daraoya.

The Additional Assistant Provincial Registrar, Matale, has appointed **KAHANDA KULATUNGA MUDIYANSE RALAHAMILAGE PURIJJALA IHALAWALAWWE LOKU BANDA PURIJJALA** to act as Registrar of Births and Deaths of Kohonsiya pattu division, and of Marriages (General) of Matale South division, in the Matale District of the Central Province, for eleven days from May 28, 1928, during the absence of the Registrar, **RANPANHINDA DIWAKARA ALAHAKOON MUDIYANSELAGE NIYAREPOLA WALAWWE MEDDUMA BANDA**, on leave. His office will be at Nikawella Walawwa in Udupihilla.

The Additional Assistant Provincial Registrar, Galle, has appointed **MAWANANEHEWA JOHN CYRIL DE SILVA** to act as Registrar of Births and Deaths of Batapola division, and of Marriages (General) of Wellaboda pattu division, in the Galle District of the Southern Province, on May 25, 1928, during the absence of the Registrar, **MAWANANEHEWA JOHN DE SILVA**, on leave. His office will be at Maralagodawatta in Batapola.

The Additional Assistant Provincial Registrar, Galle, has appointed **KALUHAT VALENTINE DE ABREW WIJESINHA** to act as Registrar of Births and Deaths of Welitara division, and of Marriages (General) of Bentota-Walalawiti korale division, in the Galle District of the Southern Province, on May 25, 1928, during the absence of the Registrar, **CORNELIS DE ZOYSA ABAYASIRIWARDENA**, on leave. His offices will be at Hambanwatta in Godagedara for Births and Deaths and Mawatabodawatta in Patagangoda for Marriages (General).

The Assistant Provincial Registrar, Matara, has appointed **DON ALWIS KURUPPU NANAYAKKARA** to act as Registrar of Births and Deaths of Pategama division, and of Marriages (General) of Wellaboda pattu division, in the Matara District of the Southern Province, for thirty days from May 20, 1928, during the absence of the Registrar, **DON ALWIS KURUPPU NANAYAKKARA**, deceased. His offices will be at Kinagahawatta in Pategama and Weligamageruppa in Kottagoda.

The Assistant Provincial Registrar, Matara, has appointed **DON ANDRAYAS JAYASUNDERA** to act as Registrar of Births and Deaths of Kebaliyapola division, and of Marriages (General) of Kandaboda pattu division, in the Matara District of the Southern Province, for eleven days from June 1, 1928, during the absence of the Registrar, **DON SAMEL SEDARA SENARAT**, on leave. His office will be at Gorakawatta in Kebaliyapola.

The Assistant Provincial Registrar, Batticaloa, has appointed **KRISNAPILLAI KUNCHIPPALI** to act as Registrar of Births and Deaths of Manmunai East Southern Division, and of Marriages (General) of Manmunai pattu south

division, in the Batticaloa District of the Eastern Province, for thirty days from May 21, 1928, during the absence of the Registrar, **KANNIPPILLAI KANTHAPPERUMAL**, on leave. His office will be at Tettativu; stations at Cheddipalayam and Kirankulam.

The Provincial Registrar, Kurunegala, has appointed **HERAT MUDIYANSELAGE APPUHAMY GUNASEKARE** to act as Registrar of Births and Deaths of Mahagalboda Egoda korale division, and of Marriages (General) of Hiriya hatpattu division, in the Kurunegala District of the North-Western Province, for seven days from May 21, 1928, during the absence of the Registrar, **TENNAKOON MUDIYANSELAGE KIRI BANDA TENNAKOON**, on leave. His office will be at Malagamuwa.

The Provincial Registrar, Kurunegala, has appointed **RATNAMALALA BANDARALAGE PUNCHI BANDA WANNINAYAKE** to act as Registrar of Births and Deaths of Katuwanna korale division, and of Marriages (General) of Wann hatpattu division, in the Kurunegala District of the North-Western Province, for thirty days from May 25, 1928, during the absence of the Registrar, **BALALLE LANSAKARA JAYASUNDARA MUDIYANSELAGE DINGIRI BANDA**, interdicted from duty. His office will be at Balalla.

The Provincial Registrar, Kurunegala, has appointed **HERAT MUDIYANSELAGE DINGIRI BANDA** to act as Registrar of Births and Deaths of Tittaweligandahe korale division, and of Marriages (General) of Hiriya hatpattu division, in the Kurunegala District of the North-Western Province, on May 28, 1928, during the absence of the Registrar, **YAPAGAMA TENNAKOON MUDIYANSELAGE TIKIRI BANDA TENNAKOON**, on leave. His office will be at Manapaya.

The Assistant Provincial Registrar, Badulla, has appointed **DISANAYAKAMUDIYANSELAGE MUTU BANDA** to act as Registrar of Births and Deaths of Pattipola division, and of Marriages (General) of Yatikinda division, in the Badulla District of the Province of Uva, for three days from May 22, 1928, during the absence of the Registrar, **DISANAYAKAMUDIYANSELAGE KIRIBANDA**, on leave. His office will be at Wediwela, with a station at Lunugala, on the 22nd to 24th of the month.

The Assistant Provincial Registrar, Badulla, has appointed **PELLIWINNE DISANAYAKAMUDIYANSELAGE TIKIRIBANDA** to act as Registrar of Births and Deaths of Uda palata division, and of Marriages (General) of Udukinda division, in the Badulla District of the Province of Uva, for thirteen days from May 26, 1928, during the absence of the Registrar, **DISANAYAKAMUDIYANSELAGE PUNCHIBANDA**, on leave. His office will be at Mahapelliwinnegedara in Palugama wasama.

Registrar-General's Office,  
Colombo, May 26, 1928.

C. COOMARASWAMY,  
Registrar-General.

IT is hereby notified that **DON CHARLES JAYAMANNE**, Registrar of Marriages (Kandyan and General) of Weudawili hatpattu, in the Kurunegala District of the North-Western Province, holds his office, with effect from April 16, 1928, in the new building for the Provincial Registrar's Office, Kurunegala, instead of at the Kachechi, Kurunegala, as notified in the *Government Gazette* No. 7,566 of February 4, 1927.

Registrar-General's Office,  
Colombo, May 26, 1928.

C. COOMARASWAMY,  
Registrar-General.

IT is hereby notified that **NAINDA UDAYAR LEBBE AHAMADU LEBBE**, Registrar of Births and Deaths of Meda pattu division, and of Marriages (General) of Tamankaduwa palata division, in the Anuradhapura District of the North-Central Province, holds his office, with effect from May 1, 1928, at Kuppatamby Udayar's Walawwa in Polonnaruwa, instead of at Gansabhawa building, Topawewa, as notified in the *Government Gazette* No. 7,094 of March 26, 1920.

Registrar-General's Office,  
Colombo, May 26, 1928.

C. COOMARASWAMY,  
Registrar-General.

## GOVERNMENT NOTIFICATIONS.

M 235/28

It is notified for general information that (1) the Representative in Ceylon of the Rockefeller Foundation will no longer bear the designation Director of Anchylostomiasis Campaigns, as this health activity has now been transferred to the direct control of the Department of Medical and Sanitary Services; (2) the services of the Foundation's Representative will however still be available to Government for assistance in promoting Public Health in special fields to be mutually agreed upon by the Director of Medical and Sanitary Services and the Representative of the Rockefeller Foundation; (3) it has been agreed that for the present these services are to be in connection with the establishment, development, and control of Health Units, and with research work in malaria.

By His Excellency's Command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

### ORDINANCE NO. 5 OF 1891.

F 1194/27

It is hereby notified for general information that, in pursuance of the powers vested in him by section 14 of Ordinance No. 5 of 1891, His Excellency the Governor in Executive Council has been pleased to confirm the following addition to the rules of the Public Service Mutual Provident Association, which was adopted at the Forty-fourth Annual General Meeting of the Association held on September 24, 1927.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

#### ADDITION REFERRED TO.

New rule 6A—

6A. (1) A member who has retired from the Public Service, or who has been deprived of his situation on abolition of office, may on reaching sixty years of age draw the full contributed amount to his credit less any sums which may be owing by him on account of loans granted under rules 12, 13, and 14 hereof. A member who has so drawn the full contributed amount to his credit shall not thereafter pay any further contributions under rule 4, nor shall he be entitled to receive loans under rules 12, 13, and 14 of this Chapter and rule 1 of Chapter II., but if he continues to answer the calls for donations under rule 10, rule 9 will come into operation at his death.

(2) A member who has drawn his contributions in full in terms of the preceding sub-section shall be known as a donatory member.

(3) The full contributed amount shall be paid by the Association within three months of the receipt of the application; provided, however, that for the first two years of the operation of this rule payments need not be made within three months of the receipt of the application.

### Code for Assisted English Schools.

E 304/27

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

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

#### AMENDMENT REFERRED TO.

In lieu of clause 35 substitute the following:—

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

(a) Building grants shall be given only to schools which show evidence of assured stability such as incorporation or by incorporation under the Trusts Ordinance or by registration under the Societies Ordinance, 1891, or such other evidence as the Director may consider satisfactory.

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

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

	Rs.
(a) Secondary schools with boarding accommodation . . . . .	50,000
(b) Secondary schools without boarding accommodation . . . . .	35,000
(c) Higher grade or elementary schools with boarding accommodation . . . . .	15,000
(d) Higher grade or elementary schools without boarding accommodation . . . . .	10,000

## "THE CEMETERIES AND BURIALS ORDINANCE, 1899."

K 388/28

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

Colonial Secretary's Office,  
Colombo, June 1, 1928.

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

## SCHEDULE REFERRED TO.

Lot 27G in final village plan No. 1,628.

Name of land : Karuwalagahamulahena.

Situation : Hiriwewa village in Baladora korale of Dewameddi hatpattu of the District of Kurunegala, North-Western Province.

Boundaries : North by lot 27F in final village plan No. 1,628 ; east by the village limit of Walaswewa (final village plan No. 1,629) ; south and west by the village limit of Ihala Aralugahawewa (final village plan No. 1,621).

Extent : 1 acre 2 roods and 6 perches.

## "THE LOCAL BOARDS ORDINANCE, NO. 13 OF 1898."

U 2/28

BY-LAWS made by the Local Board of Kegalla, in pursuance of section 56 (20A) of the above-named Ordinance, and confirmed by His Excellency the Governor, with the advice of the Executive Council, in terms of section 57 of the said Ordinance.

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

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

## BY-LAWS REFERRED TO.

*Conservancy (Section 56 (20A) ).*

1. *Definition.*—For the purpose of the following by-laws "cesspit" shall mean and include all forms of closets or latrines other than those on the dry-earth system.
- "Specified area" shall mean and include such area or areas within the limits of the Board as the Board may from time to time specify ; such area may comprise the whole of such limits or portion or portions thereof.
2. The Board may by resolution prohibit within any specified area or portion of a specified area the use of any cesspit of whatever kind, and direct that all closets be conducted on the dry-earth system.
3. Whenever such resolution shall have been passed and notice in writing shall have been given to the owner or occupier of any house or building or land in or on which such cesspit or cesspits are situated to close such cesspit or cesspits and substitute therefor a dry-earth closet or closets of such a type and size and in such a position and with such connecting drains as may be prescribed, it shall be incumbent on such owner or occupier to comply with such notice within such time as may be specified in the notice. Any owner or occupier failing to comply with such notice shall be guilty of an offence.
4. It shall be the duty of the owner or the occupier of any premises upon which any privy or latrine stands to keep the said privy or latrine in good repair and in a clean and sanitary state and to see that no nuisance is caused thereby. Any owner or occupier failing to do so shall be guilty of an offence.
5. Within any specified area all conservancy shall be carried out by the Board, and it shall not be lawful for any person either to carry out such work himself or by means of an agent or servant or any person to do such work for him without the written permission of the Chairman, which permission the Chairman is empowered at his discretion to refuse, if he is of opinion, that all such services within the area can be adequately carried out by the Board.
6. All owners or occupiers of premises furnished with closets or latrines within any specified area shall pay monthly to the Board such conservancy fees as shall be fixed by the Board for the removal of their night soil. All such fees shall be paid before the 10th day of the month following that during which the service was rendered.
7. Any person requiring the services of any coolies may apply to the Board therefor in writing, and such coolies will be supplied upon such terms as the Board shall decide.
8. Any person outside a specified area who desires that the conservancy of his closet be undertaken by the Board or that he be given the services of a day cooly shall notify the Chairman in writing to that effect and the Board may thereupon undertake such conservancy upon such terms as the Board shall decide.
9. The owner or occupier of any land or premises upon which there is a catchpit into which dirty water flows and collects shall be responsible for the daily removal of such water so that no nuisance is caused thereby, any such owner or occupier failing to carry out such removal as above required shall be guilty of an offence. Any such owner or occupier who is unable to carry out this work may apply to the Chairman for the services of a cooly employed by the Board. The Chairman may fix a fee to be paid for the services of such cooly, and if this fee is agreed to by the owner or occupier it shall be payable in the manner prescribed for the payment of conservancy fees under by-law No. 6.
10. It shall be lawful for the Chairman at any time to require the owner or occupier of any house, building, enclosure, or premises within the limits of the Board by notice in writing to remove or cause to be removed the contents of any privy, cesspit, or water-closet in or belonging to such house, building, enclosure, or premises to such place or places and within such time as shall be set forth in the said notice. Should such owner or occupier fail to comply with the requirements of such notice within the time specified in such notice, the Chairman may cause the necessary work to be done, and for that purpose shall have power to enter into and upon any such house, outhouse, building, enclosure, or premises with such labourers, implements, and things as may be required, and the expenses incurred shall be recoverable as a debt due from the owner to the Board.
11. Any person who shall bury or cause to be buried or deposit or cause to be deposited the contents of any privy, cesspit, or water-closet within any house, building, or premises, or any land within 100 feet of any dwelling house, well, stream, or water-course, shall be guilty of an offence. Upon receiving notice, he shall at once remove the same to such place and within such time as the Chairman shall direct. In default of compliance with such notice within the time appointed, the Chairman and any officers or workmen authorized by him may enter upon such house, building, or premises and cause the necessary work to be done and the expenses incurred thereby shall be paid by the person in default and shall be recoverable as a debt due by the owner to the Board.

## "THE STAMP ORDINANCE, 1909."

F 414/28

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

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 25, 1928.A. G. M. FLETCHER,  
Colonial Secretary.COMPANY REFERRED TO.  
The Ceylon Independent, Ltd.

## "THE EXCISE ORDINANCE, NO. 8 OF 1912."

X 19/28

HIS Excellency the Governor has been pleased, under section 7, sub-section (c), of "The Excise Ordinance, No. 8 of 1912," to appoint Mr. T. B. Hankey of Monte Christo, Nawalapitiya, to perform throughout the island the acts and duties mentioned in sections 32, 34, and 45 (a) of the said Ordinance, *vice* the late Mr. O. Balean.

By His Excellency's command,

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

## "THE EXCISE ORDINANCE, NO. 8 OF 1912."

X 71/28

*Excise Notification No. 176.*

IT is hereby notified that under the powers delegated to him by Excise Notification No. 1 published in *Ceylon Government Gazette* No. 6,536 of December 13, 1912, the Excise Commissioner has determined that the following foreign liquor licences shall be subject to the special conditions set out below against each or all of them in addition to such other conditions as may be applicable to them including those set out in Excise Notifications Nos. 9 (iii.) and 76 published in *Government Gazettes* Nos. 6,562 and 6,953 of May 16, 1913, and June 28, 1918, respectively:—

## PART I.

*All Licences for the Sale of Foreign Liquor.*

1. Each brand of foreign spirits sold or exposed for sale in bottles shall be distinguished by a label or labels affixed to the bottle.
2. The label or labels shall show the name of the brand either in printed letters or by means of a pictorial symbol immediately suggesting the name or by a combination of both.
3. The name of the country, town, or district of manufacture of the spirits shall be printed on the main label.
4. When foreign spirits are imported into Ceylon in bottles, the manufacturer's name shall be printed on the label; provided that—
  - (i.) In the case of recognized proprietary brands of foreign spirits, the proprietary name may appear in place of the manufacturer's name.
  - (ii.) Such proprietary name may be the name of the importing firm, when the spirit is bottled abroad specially for and on behalf of such importing firm.
5. In the case of foreign spirits bottled in Ceylon the name of the bottler as entered in his licence and the place of bottling shall appear on the label.

## PART II.

*Wholesale Licence.*

1. Every holder of a wholesale licence to sell foreign liquor shall, within fourteen days of the date of this Notification, or within such longer period as the Excise Commissioner may allow, supply to the Excise Commissioner a complete list of the brands of foreign spirits in which he deals, together with the following information in each case:—

- (i.) The name of the brand as it appears on the label or labels.
- (ii.) The name of the manufacturer.
- (iii.) The country of manufacture.
- (iv.) The name of the importer.
- (v.) The name under which the brand appears in the present list of approved brands (Excise Notification No. 168).
- (vi.) If the brand has been approved by the Excise Commissioner, but has not yet been included in a printed list, the number and date of the letter by which the Excise Commissioner communicated his approval.
- (vii.) In the case of foreign spirits bottled in Ceylon, the name of the bottler and the place of bottling.

2. A wholesale dealer who sells foreign spirits imported in bottles shall, within three months of the date of this Notification, or within such longer period as the Excise Commissioner may allow in a special case, deliver to the Excise Commissioner 30 copies of the labels on each brand of such foreign spirits.

*Note.*—When more than one wholesale dealer sells the same brand of spirits, it is sufficient if such wholesale dealers, by agreement amongst themselves, send one set of 30 labels of such brand.



3. It shall be the duty of every holder of a wholesale licence to notify to the Excise Commissioner any change or modification of any of the labels of which copies have been delivered as aforesaid, and to deliver to the Excise Commissioner 30 copies of the altered or modified form of label.

4. Whenever the manufacturers of any brand of foreign spirits imported in bottles change, it shall be the duty of the wholesale licensee selling such brand to notify the Excise Commissioner of the change.

## PART III.

*Bottling Licence.*

1. Each brand of foreign spirits bottled by the holder of a bottling licence shall be distinguished by a label or labels affixed to every bottle of that brand of spirits.

2. The label or labels should show the name of the brand either in printed letters or by a pictorial symbol directly suggesting the name or by a combination of both.

3. The name of the country of manufacture, the name of the bottler, the place of bottling, and the registered number of the brand assigned by the Excise Commissioner shall appear on the main label :

Provided that the label giving the information required by the last two sections may be in two parts till October 1, 1928. On all foreign spirits bottled after that date, these particulars shall be printed on one unbroken label.

4. Every holder of a bottling licence shall, within fourteen days of the date of this Notification, deliver to the Excise Commissioner 30 copies of each of the labels used by him in respect of foreign spirits, indicating to which brand in the list supplied by him as wholesale dealer under Part II. of this Notification each label refers.

5. No holder of a bottling licence shall alter, modify, or replace any of the labels of which copies have been delivered to the Excise Commissioner under the preceding section without notifying the Excise Commissioner of the change and delivering to him 30 copies of the new label.

6. Whenever the holder of a bottling licence bottles under an approved brand spirits manufactured by an individual or firm other than the manufacturer whose name appears in the approved list, he shall forthwith notify the Excise Commissioner of the name of the new manufacturer and shall similarly notify him of all subsequent changes.

7. Whenever a new brand of locally bottled foreign spirits is approved by the Excise Commissioner, the holder of the bottling licence shall not issue any spirits of that brand from the bottling room till he has delivered to the Excise Commissioner 30 copies of the label which he proposes to affix to the bottle.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## "THE OPIUM ORDINANCE, 1910."

M 273/28

IT is hereby notified that, under section 2 of Ordinance No. 5 of 1910, His Excellency the Governor has been pleased to direct that the following medicinal preparation be added to the schedule of the said Ordinance under "Proprietary Patent Medicines" :—

Glykeron.

By His Excellency's command,

Colonial Secretary's Office,  
Colombo, May 31, 1928.

A. G. M. FLETCHER,  
Colonial Secretary.

## "THE CEYLON RAILWAYS ORDINANCE, 1902."

T 18/27

RULE made by His Excellency the Governor with the advice of the Executive Council under section 5 of the above-named Ordinance.

By His Excellency's command,

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

A. G. M. FLETCHER,  
Colonial Secretary.

## RULE REFERRED TO.

The rule relating to the conveyance of traffic by passenger trains, published by Notification dated February 25, 1926, in the Supplement to *Government Gazette* No. 7,514 of February 26, 1926, and mentioned in the first column of the schedule to this rule, shall be amended in the manner shown in the second column of that schedule :—

*Schedule.*

## Nature of Amendment.

Rule.  
Coaching rule 34 (d),  
paragraph 1.

The following paragraph shall be substituted for paragraph 1 of Coaching Rule 34 (d). :—

All parcels left in the Railway premises beyond the day after their arrival will be subject to a cloakroom charge of 5 cents per package per day or part of a day, subject to the following exceptions :—

(1) Consignees residing more than two miles and not exceeding ten miles from the Railway station will be allowed free storage up to and including the second day after arrival.

(2) Consignees residing more than ten miles from the Railway station will be allowed free storage up to and including the third day after arrival.

Provided that in any case the above exceptions will not apply to consignees residing within the Municipal limits of Colombo, Kandy, and Galle, who will become liable for cloakroom charges as from the day after arrival of parcels.

In computing cloakroom charges on parcels Sundays shall be excluded, except that in the case of parcels tendered for despatch or taken delivery of on a Sunday, such Sunday shall be reckoned in the same way as any other day.



**Rules made by the Governor in Executive Council under Article XXXVIII. of "The Ceylon (Legislative Council) Order in Council, 1923."**

NOTICE is hereby given, under section 15 of the rules made by the Governor in Executive Council under Article XXXVIII. of "The Ceylon (Legislative Council) Order in Council, 1923," that the return and declaration under section 14 of the said rules have been lodged with me by the Hon. Mr. George R. de Silva, and can be inspected at this office between the hours of 10 A.M. and 4 P.M. on all working days, except on Saturdays, when they can be inspected from 10 A.M. to 1 P.M.

The Kachcheri,  
Ratnapura, May 25, 1928.

C. H. COLLINS,  
Returning Officer, Ratnapura Revenue District Electorate.

**Rules made by the Governor in Executive Council under Article XXXVIII. of "The Ceylon (Legislative Council) Order in Council, 1923."**

NOTICE is hereby given, under section 15 of the rules made by the Governor in Executive Council under Article XXXVIII. of "The Ceylon (Legislative Council) Order in Council, 1923," that the return and declaration under section 14 of the said rules have been lodged with me by Mr. Harry Ellawala, and can be inspected at this office between the hours of 10 A.M. and 4 P.M. on all working days, except on Saturdays, when they can be inspected from 10 A.M. to 1 P.M.

The Kachcheri,  
Ratnapura, May 25, 1928.

C. H. COLLINS,  
Returning Officer, Ratnapura Revenue District Electorate.

*Continued on page 2209.*

**M**ONTHLY STATEMENT issued by the Commissioners of Currency, under section 20 of Ordinance No. 32 of 1884, for the month of April, 1928 :—

**1.—Note Account.**

	Rs.	c.		Rs.	c.
Total Stock on March 31, 1928	188,584,542	0	In vault on April 30, 1928	131,282,920	0
Add Notes received in April, 1928	4,650,000	0	In circulation on April 30, 1928	57,420,602	0
	193,234,542	0			
Deduct Notes destroyed in April, 1928	4,531,020	0			
	188,703,522	0		188,703,522	0

**2.—Reserve Account.**

	Rs.	c.		Rs.	c.
Coin received for Notes in circulation	57,420,602	0	Securities at cost (£1 = Rs. 15)	42,337,708	27
Excess of reserve over Notes in circulation	7,410,644	67	Coin in vault	22,493,538	40
	64,831,246	67		64,831,246	67

3.—Average amount of Notes in circulation during the month	..	..	57,411,335	0
Average amount of Coin in vault during the month	..	..	22,484,271	0

**4.—Details of Investments and Securities.**

	Face Value.			Face Value. (£1 = Rs. 15.)		Purchase Value. (£1 = Rs. 15.)		Market Value. (Sterling at Rate of the Day.)	
	£	s.	d.	Rs.	c.	Rs.	c.	Rs.	c.
Colonial and other Securities...	1,327,750	4	9	19,916,253	56	18,553,674	31	15,807,993	15
War Loan 5 per cent.	4,877	15	1	73,166	31	75,000	0	66,269	96
Treasury Bonds 5 per cent.	40,484	0	11	607,260	69	613,550	57	543,491	16
Funding Loan 4 per cent.	7,091	1	2	106,365	88	85,092	69	83,384	97
Conversion Loan 4½ per cent.	218,392	16	4	3,275,892	25	3,117,522	94	2,829,282	70
Indian Stock (Sterling)	171,000	14	7	2,565,010	94	2,307,403	50	1,836,031	78
Indian 5 per cent. War Loan	—	—	—	15,838,700	0	14,880,329	89	15,858,498	37
Government of India 6 per cent. Loan	—	—	—	884,900	0	705,300	0	935,781	75
Government of India 5 per cent. Loan	—	—	—	2,027,500	0	1,994,834	37	2,163,089	6
Total	—	—	—	45,295,049	63	42,337,708	27	40,123,822	90

Currency Office,  
Colombo, May 11, 1928.

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

**NOTICES CALLING FOR TENDERS.**

SEALED tenders marked on the cover "Tender for Printing Rail Motor Tickets" will be received by the Government Printer, Colombo, up to noon on June 18, 1928, for printing rail motor tickets (samples of which can be seen on application to the Chief Accountant, Ceylon Government Railway, at his office at Maradana, during office hours) and supplying the same in packets of 100 each, from October 1, 1928, to September 30, 1929.

2. The rail motor tickets contain from 3 to 21 sections.  
3. The estimated yearly requirements for the existing lines are roughly 2,400,000 tickets. However, a larger or smaller number may have to be printed according to the requirements of the Traffic.  
4. The number of tickets to be printed monthly should not be calculated at one-twelfth of 2,400,000 tickets, as orders will be placed according to the demand.

5. Any order for tickets placed must be executed, say, within one week of the date of placing the order, but small or emergency orders will have to be executed at very short notice.

6. The inclusive rate per 1,000 tickets should be clearly stated, the charge to include setting the type, correcting all proofs, supplying paper, printing, and delivery in packets of 100 tickets each to the Chief Accountant of the Railway at his office at Maradana. The packets of 100 tickets each must be fastened by wire or thin nail at the top. The required method of fastening the tickets may be seen on inspection of the existing stock at the Chief Accountant's Office.

7. The successful tenderer or tenderers will be required to enter into an agreement with the General Manager of the Railway to properly carry out the conditions of the contract. A cash security of Rupees one hundred will be required for the satisfactory fulfilment of the contract.

8. The Government reserves to itself the right of rejecting or accepting any tender or tenders or of distributing the work among two or more tenderers.

Government Printing Office,  
Colombo, May 31, 1928.

H. ROSS COTTE,  
Government Printer.

**TENDERS** are invited for the construction of an additional wing to Queen's Cottage, Nuwara Eliya.

2. Full particulars can be obtained on application to the Director of Public Works, Colombo, or from the Provincial Engineer, Central Province (South), Nuwara Eliya.

E. W. BARTHOLOMEW,  
Public Works Office, for Director of Public Works,  
Colombo, May 29, 1928.

**SCHEDULES** of rates are hereby invited for building 4 rooms cooly lines, 4th mile, Ambalangoda-Elpitiya road.

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

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

4. Schedules of rates must be submitted on forms to be obtained from the office of the District Engineer, Galle, in duplicate, duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Southern Province, Galle, and the duplicate addressed to the District Engineer, Galle, endorsed on the outside "Schedules of Rates for Cooly Lines, Ambalangoda-Elpitiya road," so as to reach the offices of the foregoing officers on or before 12 noon on Thursday, June 14, 1928. All imported articles, such as cement, calicut tiles, iron bars, fittings for doors and windows, paint, &c., will be supplied free of charge to the contractor by the Department, and the rate submitted should be exclusive of the costs of these materials for the items which necessitate their use.

5. Government reserves to itself the right to supply the contractor with any other 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.

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

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, Southern Province, Galle, 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 tender submitted, nor to give all the work included in the whole scheme or in any one item to any one contractor.

Public Works Office, Galle, May 29, 1928. E. W. BARTHOLOMEW,  
for Director of Public Works.

**SCHEDULES** of rates are hereby invited for the work of repairs to Dehiowita Police Station, in the Avissawella District.

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

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

4. Schedule of rates must be submitted in duplicate on forms to be obtained from the Office of the District Engineer, Avissawella. Both copies of schedules shall be duly signed and dated, and forwarded in securely sealed envelopes, the original addressed to the Provincial Engineer, Sabaragamuwa, Ratnapura, and the duplicate addressed to the District Engineer, Avissawella, endorsed on the outside "Schedule of Rates for Work of Repairs to Dehiowita Police Station," so as to reach the offices of the foregoing officers on or before 12 noon on Saturday, June 16, 1928.

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

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

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

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

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

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

Public Works Office, Colombo, May 29, 1928. E. W. BARTHOLOMEW,  
for Director of Public Works.

**TENDERS** are hereby invited for the purchase of all the timber and firewood standing in lots Nos. 8, 8E, 8H, 8I, 8J, 8K, 8M, 8O, 8P, 8Q, and 8R in final village plan No. 4, comprising 16 acres 1 rood and 13 perches, in Polkumbura village, in Madure korale of the Weudawili hatpattu, and for the purchase of 15 lunumidella trees standing in Rila-ellamukalana, in Polgolla palata of Madure korale in the Weudawili hatpattu of the Kurunegala District, North-Western Province. The estimated value of the timber and firewood in the 16 acres 1 rood and 13 perches block is Rs. 517, and that of the 15 lunumidella trees is Rs. 1,329.20. The distance of transport from Polkumbura to the nearest Railway Station (Kurunegala) is 2 miles by Gansabhawa

road, and 13 miles by cart road, and the distance of transport to Kurunegala Railway Station from Rila-ellamukalana is 5 miles by Gansabhawa road and 22 miles by cart road.

2. Tenders should clearly state in words and figures the lump or total sum offered for all the timber and firewood in the areas above-mentioned, and for the 15 lunumidella trees separately.

3. Tender forms may be obtained at the Office of the Divisional Forest Officer, North-Western Division, Kurunegala, on a deposit of Rs. 10, which is liable to forfeiture if an accepted tender is not proceeded with by the tenderer. Tenders must be sealed and marked "Tender for Timber from Polkumbura and Rila-ella," in the left top corner of the envelope. Tenders will be received only up to midday on Tuesday, June 26, 1928, at the Office of the Conservator of Forests, Kandy. No tender will be considered unless it is made on the official form properly obtained and unless all the conditions hereof are fulfilled.

4. Prospective tenderers should inspect the block at Polkumbura, and the 15 lunumidella trees to be tendered for.

5. The full purchase amount shall be paid within a week of the date of notification that a tender or any part of a tender has been accepted, and no entry upon the area or felling should be done without the written permission of the Divisional Forest Officer, Kurunegala, and the signing of an agreement the form of which may be seen at the Divisional Forest Office prior to tendering.

6. Felling must be proceeded with as rapidly as possible, and all agreements will terminate on September 30, 1928, when any material left standing or felled on the area will revert to the Crown for redisposal in order to clear and release the land for other purposes.

7. The Conservator of Forests reserves to himself the right without question of rejecting any or all tenders, and accepting any portion of a tender.

8. If the purchaser fells any timber outside the boundaries of the blocks he is liable for penalties under Forest Ordinance No. 16 of 1907, for any such illicit felling.

9. For any further particulars application should be made to the Divisional Forest Officer, North-Western Division, Kurunegala.

J. D. SARGENT,

Conservator of Forests.

Kandy, May 28, 1928.

TENDERS are hereby invited for the construction of Head Teachers' Quarters and Assistant Teachers' Quarters, Teldeniya, School Patadumbara, and for the construction of Assistant Teachers' Quarters Kadugannawa Anglo-Vernacular Girls' School in Yatinuwara, Kandy District, Central Province.

2. Tenders which must be addressed to the Chairman of the Rural Education District Committee Kandy, in sealed envelopes, and marked on the outside the name of the school for which the tender is sent, should reach him on or before 12 noon, June 6, 1928.

3. The plans and specifications may be seen and further information obtained at the Kandy Kacheheri. Bills of quantities will be issued to any intending tenderer to assist him in making up his estimate. No further payment will be made on the agreement for any extra work done without the sanction of the Committee.

4. The tenderer must be prepared to enter into an agreement with the Chairman, Rural District Education Committee, for the due performance of the contract at the price quoted in his tender.

5. The successful tenderer will be required to enter into an agreement and furnish security for the due performance of the contract.

6. A deposit of Rs. 50 should accompany the tender. Should any person decline to enter into the contract or bond or fail to furnish security, within 7 days of receiving a notice in writing from the Chairman, that his tender has been accepted, his deposit shall be forfeited to the Crown. All other deposits will be returned upon signature of the contract or agreement.

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

The Kacheheri,  
Kandy, May 23, 1928.

R. M. DAVIS,  
for Chairman.

TENDERS are invited for supplying best milchard and/or best country rice for the use of the Irrigation Department from November 1, 1928, to September 30, 1929. Tenders may be submitted for supplying rice at one or more of the works enumerated below:—

Name of Work.	Place of Delivery	Kind of Rice.
(1) Karachchi, Northern Province	.. Kilinochchi	.. Milchard
(2) Unnichchi, Eastern Province	.. Unnichchi	.. Country
(3) Arasadichchenai, Eastern Province	Arasadichchenai	.. Country
(4) Vakaneri, Eastern Province	.. Vakaneri	.. Country
(5) Pandarakattu anicut, Eastern Province	Pandarakattu	.. Country
(6) Walawe Left Bank, Southern Province	Ridiyagama tank store (6 miles on minor road from Ambalan-tota)	.. Milchard

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

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

4. Tenders should be marked "Tender for Supply of Rice to the Irrigation Department," in the left hand top corner of the envelope, and should reach the Office of the Controller of Revenue not later than midday on Tuesday, July 17, 1928.

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

6. A deposit of Rs. 100 will be required to be made either at the Treasury or a Kacheheri, and a receipt produced for the same before any form of tender is issued. Should any person decline to enter into the contract within ten days of receiving notice in writing from the Director of Irrigation, or his duly authorized representative, that his tender has been accepted, such deposit will be forfeited to the Crown, and he will render himself liable to be included in the list of defaulting contractors precluded from having any concern in a Government contract. All other deposits will be returned upon signature of a contract.

7. If required by the Director of Irrigation, samples of rice should be deposited before the tenders are considered.

8. Tenderers, who have not previously held Government contracts, when applying for tender forms, should furnish 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 Irrigation 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 Irrigation Department, the name of such department and the district in which the service was rendered should be stated.

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

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

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

12. 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. 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 Irrigation, for reasons which appear to him sufficient, objects after giving due notice of his objection in writing.

14. All tenders for imported articles will be accepted only on the condition that the tenderer shall give the Government the benefit of any decrease in the Customs duties made after the signing of the tender and up to the expiry of the contract entered into hereafter, and the Government likewise undertakes to pay over and above

the tendered rate such sum as shall adequately compensate the tenderer for any increase in the Customs duties during the period aforesaid.

15. The contract shall be entered into by the contractor with the Director of Irrigation, 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.

B. G. MEADEN,  
for Acting Director of Irrigation.

Office of the Director of Irrigation.  
Trincomalee, May 25, 1928.

## SALE OF UNSERVICEABLE ARTICLES, &c.

**F**OUR unserviceable wooden padda boats bearing L. D. S. Nos. 43, 90, 183, and 250, and one unserviceable wooden shore boat bearing L. D. S. No. 39 belonging to the Public Works Department, Colombo, will be sold by public auction at the Lake Scheme Yard at Parson's road, Colombo, at 10 A.M., on Thursday, June 7, 1928.

2. The boats may be inspected at the site between the hours of 9.30 A.M. and 4.30 P.M., except on Sundays.

3. The purchaser will be required to deposit the full amount of the purchase money with the auctioneer at the close of the sale when the boats become the property of the respective buyers at their risk. The boats must be removed within seven days of completion of purchase.

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Colombo, May 23, 1928.

**T**WO unserviceable padda boats (wooden) bearing Nos. 7 and 54 belonging to the Public Works Department, Colombo, will be sold by public auction at the Lake Scheme Yard at Chapel place, Grandpass, Colombo, at 10 A.M. on Friday, June 8, 1928.

2. The boats may be inspected at the site between the hours of 9.30 A.M. and 4.30 P.M., except on Sundays.

3. The purchaser will be required to deposit the full amount of the purchase money with the auctioneer at the close of the sale when the boats become the property of the respective buyers at their risk. The boats must be removed within seven days of completion of purchase.

E. W. BARTHOLOMEW,

Public Works Office, for Director of Public Works.  
Colombo, May 23, 1928.

**N**OTICE is hereby given that the following unserviceable articles of Galle Prison will be sold by public auction at the Galle Prison premises on Monday, June 11, 1928, at 9 A.M. :—

- 1 chair, wooden
- 1 scraper, coconut
- 3 scissors, hair cutting

Galle Prison,  
May 25, 1928.

A. S. ELIYATAMBY,  
for Superintendent.

**N**OTICE is hereby given that the unclaimed productions lying at the Police Court of Tangalla will be sold on June 6, 1928, at 2 P.M. :—

No. of Case. Description of Article.

- |             |                                      |
|-------------|--------------------------------------|
| S. R. 24 .. | 1 penknife, 1 whistle                |
| S.R. 25 ..  | 1 cambhoy, 1 handkerchief, 3 candles |
| 20,243 ..   | 1 gilt amulet                        |
| 20,257 ..   | 1 table knife                        |
| 20,310 ..   | 1 katty                              |
| 20,296 ..   | 1 crowbar                            |

No. of Case. Description of Article.

- |                        |                                    |
|------------------------|------------------------------------|
| 20,298 ..              | 1 cambhoy, 1 jacket                |
| 20,354 ..              | 1 katty, 1 crowbar                 |
| 20,396 ..              | 1 katty                            |
| 20,491 ..              | 1 axe                              |
| 20,513 ..              | 2 katties                          |
| 20,532 ..              | 1 table knife, 1 katty             |
| 20,584 ..              | 1 banian, 1 sarong                 |
| S.R.40/<br>25/11/28..  | 1 katty, 1 cambhoy                 |
| 20,659 ..              | 1 lantern                          |
| S.R.41/<br>12/12/27..  | 2 sarongs, 1 towel, 1 cambhoy      |
| S.R.40/<br>12/12/27..  | 1 cambhoy                          |
| S.R. 42/<br>12/12/27.. | 1 seed box                         |
| 20,703 ..              | 1 table knife                      |
| 20,723 ..              | 1 coat, 1 penknife                 |
| 20,731 ..              | 1 banian, 1 katty                  |
| 20,795 ..              | 1 katty                            |
| 20,792 ..              | 1 katty                            |
| S. R. 2/<br>26 1 23 .. | 1 towel                            |
| 20,855 ..              | 1 table knife                      |
| 21,018 ..              | 2 table knives                     |
| 20,980 ..              | 1 banian, and 1 oar                |
| 21,193 ..              | 1 katty                            |
| 19,416 ..              | 1 katty                            |
| 19,725 ..              | 1 katty                            |
| 21,312 } ..            | 1 chintz cloth, 1 piece of flannel |
| 21,313 }               |                                    |
| S.R. 11/<br>1,150/     | 1 table knife, 1 clasp knife       |
| 6,6'9 ..               | 1 Dunlop tyre, 5 empty petrol tins |
| 21,454 ..              | 1 banian, 1 katty                  |
| 21,558 ..              | 1 clasp knife                      |
| 21,575 ..              | 1 mammoty                          |

Police Court,  
Tangalla, May 24, 1928.

V. P. REDLICH,  
Police Magistrate.

**T**HE following unserviceable articles will be sold by public auction at the Jaffna Police Station premises on Saturday, June 23, 1928, at 2 P.M. :—

- |                      |                            |
|----------------------|----------------------------|
| 3 police cots        | 1 bugle                    |
| 6 chairs             | 1 frame, Swedish drill     |
| 1 table lamp         | 1 frame, notice            |
| 2 hanging lamps      | 1 iron brace with bits     |
| 3 photo frames       | 1 board, notice and danger |
| 1 kit rack           | 1 screen for office        |
| 1 bicycle stand      | 3 inkstands                |
| 1 board, Jaffna town | 1 notice board             |

D. A. S. SILVA,  
for Assistant Superintendent of Police.

Police Office,  
Jaffna, May 26, 1928.

## UNOFFICIAL ANNOUNCEMENTS.

## MEMORANDUM OF ASSOCIATION OF CEYLON CREAMERIES, LIMITED.

- See Public...*
1. The name of the Company is "CEYLON CREAMERIES, 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 as a going concern and carry on the business or businesses, assets and liabilities of the firm of "The Ceylon Creamery" in Colombo, Ceylon, and to pay for the same either wholly or partly in cash or in shares, bonds, debentures, or other securities of the Company and with a view thereto to adopt and carry into effect either with or without modification an agreement No. 212 dated 3rd day of February, 1928, attested by Geoffrey Thomas Hale of Colombo, Notary Public, and expressed to be made between Marwood Elton Lane therein described of the first part, The New Colombo Ice Company, Limited, of the second part, and William Kevitt Smyth Hughes of the third part.
    - (b) To carry on in Ceylon or elsewhere the business of manufacturers of reconstituted milk cream and/or ice cream, the business of ice and mineral water manufacturers, and cold storage merchants, and the business of dealers and merchants in milk, cream, ice cream, fresh butter, tinned butter, milk powder, cheese, reconstituted milk, casein, casein glue, malted milk, condensed milk, evaporated milk, preserved milk, dried milk, invalids' food, baby food, and all other dairy products or produce, whether manufactured or unmanufactured and of merchants or dealers in frozen meat and fish, vegetables, or other provisions or goods, provision dealers, storekeepers, and wine and spirit merchants.
    - (c) To import, export, buy, sell, retail, store, manufacture, and deal in any way with the aforesaid commodities or any of them.
    - (d) 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, agencies, 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.
    - (e) 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.
    - (f) To build, make, construct, equip, maintain, improve, alter, and work factories, 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 (x), or for the manufacture and preparation for market of the aforesaid commodities or any of them in such or any other factory.
    - (j) To act as agents, attorneys, brokers, or trustees for any person, firm, or company, and to undertake and perform sub-contracts, and also to act in any of the business of the Company through or by means of agents, attorneys, brokers, sub-contractors, or others.
    - (k) To establish and carry on a dairy farm, and to buy and sell live stock, wholesale or retail.
    - (l) To establish and maintain in Ceylon, the United Kingdom, or elsewhere, stores, shops, and places for the sale of the aforesaid commodities or any of them wholesale or retail.
    - (m) 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.
    - (n) 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.
    - (o) 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.
    - (p) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, cheques, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
    - (q) 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.
    - (r) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.

- (s) To sell, let, dispose of, or grant rights over 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.
- (t) To make experiments in connection with any business of the Company and to protect any inventions of the Company by letters patent or otherwise and to grant licences to use patents, copyrights, designs, or secret processes of the Company.
- (u) To underwrite the shares, stock, or securities of any other company and to pay underwriting commissions and brokerage on any shares, stock, or securities issued by this 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 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 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 Five hundred thousand Rupees (Rs. 500,000), divided into fifty thousand (50,000) 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 Regulation 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.
M. ELTON LANE, Norwood .. .. .	One
G. C. SLATER, Colombo .. .. .	One
G. LANE, Colombo .. .. .	One
C. H. S. BLATCH, Colombo .. .. .	One
JOS. F. MARTYN, Colombo .. .. .	One
N. S. O. MENDIS, Colombo .. .. .	One
W. K. S. HUGHES, Colombo .. .. .	One
Total Shares taken ..	Seven

Witness to all the above signatures, this 23rd day of April, 1928, at Colombo :

G. T. HALE,  
Proctor, Supreme Court, Colombo.

### ARTICLES OF ASSOCIATION OF CEYLON CREAMERIES, 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 "Ceylon Creameries, Limited," incorporated or established by or under the Memorandum of Association to which these Articles are attached.



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

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

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

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

"Shareholder" means any person whose name is entered in the Register of Shareholders as owner or joint-owner of any shares in the Company.

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

"Directors" means the Directors for the time being of the Company or (as the case may be) the Directors assembled at a Board and includes any alternate Director appointed under article 88.

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

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

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

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

"Month" means a calendar month.

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

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

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

"Holder" means a Shareholder.

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

#### BUSINESS.

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

3. The 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. And it is hereby provided and declared that the basis on which the Company is established is that the Company shall acquire the business and properties comprised and described in the said agreement on the terms therein set forth, subject to such modifications if any as aforesaid and that Marwood Elton Lane, George Cyril Slater, and William Kevitt Smyth Hughes to be the first Directors of the Company, and it shall be no objection to the said agreement that the said Marwood Elton Lane, George Cyril Slater, and William Kevitt-Smyth Hughes is or are Vendor or Vendors, Promoter or Promoters, Director or Directors, Agents or Agents or that he stands or they stand in a fiduciary position or fiduciary relations towards the Company, or that there is no independent Board of Directors. And the said agreement shall not be set aside or reduced and no claim shall be made by the Company or any member thereof against the parties thereto on any ground whatever, and every member of the Company present and future is to be deemed to join the Company on this basis.

#### CAPITAL.

4. The nominal capital of the Company is Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 ordinary shares of Ten Rupees (Rs. 10) each.

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

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

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

#### SHARES.

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

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

10. The shares, except when otherwise provided, shall be allotted at the discretion of and by the Directors, who may from time to time issue any unissued shares, and may add to such shares such an amount of premium as they consider proper. Provided that such unissued shares except when otherwise provided shall first be offered by the Directors to the Shareholders in proportion to the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the Shareholder is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or on the receipt of an intimation from the Shareholder to whom such notice is given that he declines to accept the shares offered, the same shall be disposed of in such manner as the Directors may determine. Provided that the Directors may at their discretion allot such new shares or any portion of them to the vendor or vendors of lands, property rights, or privileges being acquired by the Company in payment of the whole or any part of the purchase price of any such lands, property rights, or privileges 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 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 lands property rights or privileges being acquired by the Company in payment of the whole or any part of the purchase price of any such lands, property rights or privileges 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 article 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 an instrument in writing, but should the said Marwood Elton Lane or The New Colombo Ice Company, Limited, desire to transfer all or any of the shares allotted and issued to him (or to it) in pursuance of the said agreement referred to in sub-clause (a) of Clause III. of the Memorandum of Association of the Company he (or it) shall in the first place by notice in writing to the Directors sent to the registered office of the Company state the price at which he (or it) proposes to sell giving the Directors the option of buying the shares to be transferred at the proposed price on behalf of the New Colombo Ice Company, Limited, in the case of any notice given by the said Marwood Elton Lane, or on behalf of the said Marwood Elton Lane in the case of any notice given by the New Colombo Ice Company, Limited. The Directors shall thereupon offer such shares to the said Marwood Elton Lane or to the New Colombo Ice Company, Limited, as the case may be, at the price stated. Such offers shall in each case limit the time (*which shall not be less than 3 months*) within which the same if not accepted will be deemed to be declined and any shares proposed to be sold in respect of which the option to purchase given to the Directors is not exercised may thereafter be sold at any price not less than that stated in the option. The said Marwood Elton Lane shall, however, be at liberty to transfer all or any of such shares allotted and issued to him to his wife, child, or children, or any of them without first offering the same to the New Colombo Ice Company, Limited, as hereinbefore provided, but in such case the transferee or transferees of the said Marwood Elton Lane shall not dispose of his, her, or their shares without first offering them to the New Colombo Ice Company, Limited, as hereinbefore provided.

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

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

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

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

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

32. In no case shall the Directors be bound to inquire into the validity, legal effect, or genuineness of any instrument of transfer produced by a person claiming a transfer of any share in accordance with those 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 sole Shareholder shall be the only persons recognized by the Company as having any title to the shares of such Shareholder.

35. Any guardian of any infant Shareholder, or any committee of a lunatic Shareholder, or any person becoming entitled to shares in consequence of the death, bankruptcy, or liquidation of any Shareholder, or in any other way than by transfer, shall, upon producing such evidence that he sustains the character in respect of which he proposes to act under this article 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 article 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 net 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 that the power of sale given by Article 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 such 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 purpose of defraying the expenses of working the Company's estates, or of erecting, maintaining, improving, or extending buildings, machinery, or plantations, or otherwise. Also from time to time at their discretion to borrow or raise from the Directors or other persons any sum or sums of money for the purposes of the Company, provided that the money so borrowed or raised and owing at any one time shall not, without the sanction of a General Meeting, exceed Rupees Fifty thousand (Rs. 50,000).

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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 the 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.

#### VOTING AT MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

#### *Ceylon Grameries, Limited.*

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

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

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

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

#### DIRECTORS.

85. The number of Directors shall never be less than three or more than five, but this article 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 the holding in his own right of at least ten 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.

86. As remuneration for their services the Directors shall each be entitled to appropriate a sum not exceeding Two thousand five hundred Rupees (Rs. 2,500) annually, but the Company in General Meeting may at any time alter the amount of such remuneration for the future, and such remuneration shall not be considered as including any remuneration granted for special or extra services hereinafter referred to, nor any extra remuneration to the Managing Directors of the Company.

87. Marwood Elton Lane, George Cyril Slater, and William Kevitt Smyth Hughes shall be the first Directors of the Company.

87a. So long as the said Marwood Elton Lane, his wife, child or children, or any one or more of them hold in the aggregate shares in the Company to the total nominal value of Rupees Forty-five thousand (Rs. 45,000), he the said Marwood Elton Lane or his executors or administrators shall have the right to nominate and appoint himself or any other person to be one of the Directors of the Company. So long as the New Colombo Ice Company, Limited, or its nominees (but not transferees for value) hold in the aggregate shares in the Company to the total nominal value of Rupees Forty-five thousand (Rs. 45,000) the said New Colombo Ice Company, Limited, shall have the right to nominate and appoint any person to be one of the Directors of the Company.

Should the number of Directors be increased from three to any larger number the said Marwood Elton Lane or his executors or administrators and the New Colombo Ice Company, Limited, shall each have the power to nominate and appoint any two persons to be two of the Directors of the Company.

Any such Directors so nominated and appointed shall hold office subject only to Article 102 hereof and may at any time be removed from office by his appointor. Should any such Director relinquish office under the provisions of Article 102 or any of them his appointor shall have power to nominate and appoint another Director in his stead.

Any such appointment or removal shall be in writing served on the Company and signed by the appointor.

The said William Kevitt Smyth Hughes shall hold office as a Director of the Company so long as the remaining Directors of the Company are Directors nominated and appointed under this Article, subject however to Article 102 hereof. Should the said William Kevitt Smyth Hughes become disqualified under the said Article 102 or desire to retire from the office of Director he shall have power to appoint another person to act as Director of the Company in his place and such appointment (which shall be made under the hand of the said William Kevitt Smyth Hughes and shall be delivered to the Agents and Secretaries of the Company) shall remain valid so long as the said William Kevitt Smyth Hughes would have remained in office had he not become disqualified or retired, but such power of appointment shall only be exercised in the event of the other Directors being unable to agree upon the appointment of a successor to the said William Kevitt Smyth Hughes.

88. A Director shall, subject to the provisions of Article 102, have power to appoint any member of the Company or any other person to be an alternate Director during his absence from Ceylon, and such appointment shall have effect and such appointee while he holds office shall be entitled to notice of Meetings of Directors and to attend and vote thereat accordingly and generally to exercise all the rights and functions of such absent Director subject to any limitations or restrictions in the instrument appointing him, but he shall not require any qualification and he shall *ipso facto* vacate office if and when his appointor returns to Ceylon or vacates office as a Director. Any appointment under this Article shall be effected by an instrument in writing under the hand of the appointor. Any appointment so effected can be cancelled by the appointor by an instrument in writing under his hand and such alternate Director shall vacate office as soon as notice in writing of the execution of such instrument of cancellation shall be received at the office of the Company.

An alternate Director shall in the absence of a direction to the contrary in the instrument appointing him be entitled to receive notice of and to vote at General Meetings of the Company on behalf of his appointor and generally to represent his appointor in the same manner as if he had been appointed a general proxy under the provisions of these Articles.

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

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 none of the Directors shall retire from office, but at the First Ordinary General Meeting in every subsequent year one of the Ordinary Directors for the time being other than any Directors appointed or remaining in office under the provisions of Article 87a shall retire from office as provided in Article 91.

91. The Directors 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, but this article shall not apply to any Director appointed under the provisions of article 87a.

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 with the consent of the Directors increase or reduce the number of Directors, and may also, determine in what rotation such increased or reduced number is to go out of office.



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, but this Article shall not apply to any Director appointed under the provisions of Article 87a.

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 tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any other loss, damage, or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own wilful act or default.

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 the Director shall be vacated—

- (a) If he accepts or holds any office or place of profit under the company other than Managing Director, Manager, 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 Article 98 or is removed from office under article 99.
- (f) If he ceases to have his ordinary place of residence in Ceylon or is absent from Ceylon without leave from the Board for a period of twelve consecutive months without having appointed an alternate Director in his place and stead.

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

#### POWERS OF DIRECTORS.

103. The Directors shall have power to carry into effect the acquisition of the business, assets, and liabilities of the firm of Ceylon Creamery, Colombo, and the purchase and acquisition or lease of any business, lands, right, 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 Manager or Managing Director, or with the assistance of an Agent or Agents, and Secretary or Secretaries of the Company to be appointed by the Directors for such a period and on such terms as they shall determine, and the Directors shall pay out of the funds of the Company all costs and expenses paid or incurred in or about the working and business of the said 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 article in these presents on the Directors shall not be taken to be limited by any article 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, provided however that so long as the Directors of the Company are Directors appointed under Article 87a, the seal of the Company shall not be affixed to any instrument without the consent in writing of any one or more of such Directors who are not present.

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, lands, property rights, privileges, 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 Article, and of the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the powers following (that is to say):—

- (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, receiver, 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 the 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, three 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.

121a. Bois Brothers and Company, Limited of Colombo, shall be the first Agents and Secretaries of the Company, and Gerald Elton Powlett Lane shall be the first Manager of the Company, such appointments to be made upon the terms set out in the said agreement No. 212 dated February 3, 1928.

## ACCOUNTS.

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

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

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

125. The statement so made shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, and the amount of gross expenditure, distinguishing the expense of the establishment, salaries, and other heads of expenditure. Every item of expenditure fairly chargeable against the year's income shall be brought into account, so that a just balance of profit and loss may be laid before the meeting, and in 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.

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

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

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

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

## AUDIT.

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

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

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

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

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

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

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

## DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

140. Any General Meeting may direct payment of any dividend or bonus declared at such meeting or of any interim dividends or bonuses which may subsequently be declared by the Directors, wholly or in part by means of drafts or cheques on London, or by the distribution of specific assets and in particular of paid-up shares, debentures, or debenture stock of the Company or of any other company or in any other form of specie, or 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.

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

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

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

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

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

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

#### NOTICES.

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

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

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

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

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

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

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

#### EVIDENCE.

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

#### PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

M. ELTON LANE, Norwood.  
G. C. SLATER, Colombo.  
G. LANE, Colombo.  
C. H. S. BLATCH, Colombo.  
JOS. F. MARTYN, Colombo.  
N. S. O. MENDIS, Colombo.  
W. K. S. HUGHES, Colombo.

Witness to all the above signatures, this 23rd day of April, 1928, at Colombo :

[Second Publication]

G. T. HALE,  
Proctor, Supreme Court, Colombo.

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

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

- (r) To cause or permit any debenture stock, bonds, debentures, mortgages, charges, incumbrances, liens, or securities of or belonging to or made or issued by the Company or affecting its property or rights or any of the terms thereof to be renewed, extended, varied, redeemed, exchanged, transferred, or satisfied, as shall be thought fit, also to pay off and reborrow the moneys secured thereby or any part or parts thereof.
- (s) To draw, make, accept, and endorse bills of lading, warrants, bills of exchange, promissory notes, and other transferable or negotiable instruments for the purposes of the Company.
- (t) To unite, co-operate, amalgamate, or enter into partnership or any arrangement for sharing profits or union of interests or any other arrangement with any person or company already engaged in or hereafter to be established for the purpose of carrying on any business having objects wholly or in part similar or analogous or subsidiary to those of the Company or to any of them, or capable of being conducted so as to benefit this Company, either directly or indirectly, and to subscribe for or otherwise acquire, for the benefit and in the name of the Company or otherwise, and pay for in any manner that may be agreed upon either in money or in shares or bonds or otherwise, and to hold any shares, stock, or other interest in any such company, and to promote the formation of any such company.
- (u) To acquire by purchase in money, shares, bonds, or otherwise, and undertake all or any part of the business, property, assets, and liabilities of any person or company carrying on any business in Ceylon or elsewhere which this Company is authorized to carry on, or possessed of property suitable for the purposes of this Company.
- (v) To sell the property, business, or undertaking of the Company, or any part or parts thereof, for such consideration as the Company shall think fit, and in particular for shares, stocks, debentures, or securities of any other company.
- (w) To procure the Company to be registered or incorporated in Ceylon, and, if and when necessary or thought advisable, elsewhere.
- (x) To lend money on any terms and in any manner and on any security, and in particular on the security of plantations, factories, growing crops, produce, bills of exchange, promissory notes, bonds, bills of lading, warrants, stocks, shares, debentures, and book debts, or without any security at all.
- (y) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (z) To promote and establish any other company whatsoever and to subscribe to and hold the shares or stock of any other company or any part thereof.
- (z 1) To pay for any lands and real or personal, immovable or movable, estate, 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 Five hundred thousand Rupees (Rs. 500,000), divided into Fifty thousand (50,000) shares of Ten Rupees (Rs. 10) each, with power to increase or reduce the capital. The shares forming the capital (original, increased, or reduced) of the Company may be subdivided or consolidated or divided into such classes with any preferential, deferred, qualified, special, or other rights, privileges, or conditions attached thereto, and be held upon such terms as may be prescribed by the Articles of Association and Regulations of the Company for the time being or otherwise.

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

Names and Addresses of Subscribers.	Number of Shares taken by each Subscriber.
W. W. A. PHILLIPS, New Forest Estate, Galaha .. .. .	One
W. R. MATTHEW, Colombo .. .. .	One
L. F. LERWAY DAY, Colombo .. .. .	One
G. O. HUNT, Colombo .. .. .	One
H. J. BROMLEY, Colombo .. .. .	One
W. K. S. HUGHES, Colombo .. .. .	One
SYDNEY JULIUS, Colombo .. .. .	One
Total shares taken .. .. .	Seven

Witness to the above signatures, at Colombo, this 16th day of April, 1928 :

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

## ARTICLES OF ASSOCIATION OF THE BAMBRAGALLA 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 Bambragalla 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 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 whereby these Articles proxies are allowed) at any meeting of which notice specifying the intention to propose such resolution has been duly given.

## BUSINESS.

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

3. The business of the Company shall be carried on by, or under the management or direction of, the Directors, and subject only to the control of General Meetings, in accordance with these presents. The Company being established on the basis that it shall acquire Bambragalla and Caboosa Ella estates, it shall be no objection that the vendors are in a fiduciary position to the Company or that there is no independent Board of Directors nor shall any claim be made on any of the vendors on any such ground. Every 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 Five hundred thousand Rupees (Rs. 500,000), divided into 50,000 shares of Ten Rupees (Rs. 10) each.

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

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

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

## SHARES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### CALLS.

21. The Directors may from time to time make such calls as they think fit upon the Shareholders in respect of all moneys unpaid on their shares, and not by the conditions of allotment made payable at fixed times, provided that 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 fail to pay the amount of any call due by him on or before the day appointed for payment thereof, he shall be liable to pay interest on the same at the rate of nine per centum per annum from the day appointed for the payment thereof to the time of actual payment.

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

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

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

#### TRANSFER OF SHARES.

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

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

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

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

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



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

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

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

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

#### TRANSMISSION OF SHARES.

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

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

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

#### SURRENDER AND FORFEITURE OF SHARES.

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

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

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

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

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

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

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

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

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

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

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



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

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

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

#### PREFERENCE SHARES.

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

50. If at any time by the issue of preference shares or otherwise the capital is divided into shares of different classes, then the holders of any class of shares may by an extraordinary resolution passed at a meeting of such holders, consent, on behalf of all the holders of shares of the class, to the issue or creation of any shares ranking equally therewith, or having any priority thereto, or to the abandonment of any preference or priority, or of any accrued dividend, or the reduction for any time or permanently of the dividends payable thereon, or to any scheme for the reduction of the Company's capital affecting the class of shares; and such resolution shall be binding upon all the holders of shares of the class, provided that this Article shall not be read as implying the necessity for such consent in any case in which but for this Article the object of the 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 Fifty thousand (Rs. 50,000). Nevertheless no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed. And the Directors shall have power without the sanction of a General Meeting to borrow up to Rupees One hundred thousand (Rs. 100,000) carrying interest at the rate of 7 per cent. per annum on the formation of the Company, provided such loan is secured by a debenture mortgage to be executed within one year of the issue of the certificate of incorporation of the Company and for the purpose of securing the repayment of such money so borrowed the Directors may exercise the powers given them in the 54th article and the debentures can be issued from time to time as and when required.

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

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

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

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

#### GENERAL MEETINGS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### VOTING AT MEETINGS.

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

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

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

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

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

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

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

79. No Shareholder shall be entitled to be present or to vote either personally or by proxy or attorney at any meeting unless all calls from him on his shares have been paid, and no Shareholder, other than the trustee or assignee

of a bankrupt or representative of a deceased Shareholder, shall be entitled to be present or to vote at any meeting held after the expiration of three months from the registration of the Company, in respect of any share which he has acquired by transfer, unless he has been registered as the holder of the share in respect of which he claims to vote at least one month previous to the time of holding the meeting at which he proposes to vote.

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

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

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

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

*The Bambragalla Tea Company, Limited.*

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

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

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

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

**DIRECTORS.**

85. The number of Directors shall never be less than two or more than three. In the event of the number of Directors in Ceylon ever being reduced to less than two the remaining Director or the Secretary, subject, however, to Article 88c shall immediately cause to be convened an Extraordinary General Meeting of the Shareholders for the purpose of filling up one or more of the vacancies, but in the event of a quorum not attending such meeting the remaining Director or the Secretary shall appoint a Director or Directors to fill one or more of the vacancies. Any Director so appointed shall hold office until the next Ordinary General Meeting of the Company. Until such appointment the remaining Director shall not act except for the purpose of appointing another or others and, if necessary, for enabling him or them to be placed on the register of Shareholders.

86. The qualification of a Director shall be his holding shares in the Company whether fully paid up or partly paid up to the total nominal value of at least Rupees Two hundred and fifty (Rs. 250), and upon which in the case of partly paid up shares all calls for the time being shall have been paid and this qualification shall apply as well to the first Directors as all future Directors. As remuneration for their services the Directors shall be entitled to appropriate a sum not exceeding Rupees Five hundred (Rs. 500) 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 any remuneration for special or extra services hereinafter referred to nor any extra remuneration to the Managing Directors of the Company.

87. William Watt Addison Phillips of Mousakande estate, William Roland Matthew of Colombo shall be the first Directors of the Company.

88A. So long as the widow, children, sons-in-law, grand-children, or nephews of the late William John Frederick Currie of Chelsea, in the County of Middlesex, England, or any one or more of them hold in the aggregate shares in the Company to the total nominal value of Rs. 75,000 the said relations of the late William John Frederick Currie shall have the right of nominating one of the Directors of the Company, and until the First Ordinary Meeting of the Company the said William Roland Matthew shall, for the purpose of this Article, be regarded as the Director nominated by the said relations.

88B. So long as the relations of the late William John Frederick Currie have the right to nominate a Director under the last preceding Article, the remaining Shareholders shall have the right of nominating one Director of the Company.

88C. If either of the Directors nominated under either Article 88A or 88B resigns or is unable to act such resigning or retiring Director shall have the right to nominate a Shareholder to act in his place, and such new Director shall hold office until the next Ordinary General Meeting, but if no nomination is made the vacancy can be filled by the remaining Directors, provided there are not less than two such remaining Directors, and if there are not two such remaining Directors, then the vacancy can be dealt with under Article 85.

88D. So long as the relations of the late William John Frederick Currie have the right to nominate a Director under the Article 88A, the Shareholders in General Meeting shall have the right to appoint a Director. Any Director appointed under this Article shall hold the office for the period of time resolved on by the Shareholders at the time appointment is made, or if no such period of time has been resolved on then until the Third Ordinary General Meeting held after the meeting at which the appointment was made.

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

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

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

90. At the First Ordinary General Meeting of the Company all the Directors shall retire from office.

## ROTATION OF DIRECTORS.

91. If at any time hereafter the relations of the late William John Frederick Currie cease to hold the number of shares required by Article 88A, then at the First Ordinary General Meeting thereafter and in every subsequent year at the First Ordinary General Meeting held in each year one of the Directors for the time being shall retire from office as provided in Article 92.

92. The Director to retire shall be the one who has been longest in office, and in case any question shall arise as to which of the Directors who have been the same time in office shall retire, unless the Directors otherwise arrange among themselves, the Director to retire from office shall be determined by ballot, provided, however, that this Article is to be subject to Article 88.

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

94. Subject to Articles 85 to 88, any casual vacancy occurring in the number of Directors or provisional Directors arising from death, resignation, or otherwise may be filled up by the Directors, but any person appointed to fill such vacancy shall retain his office so long only as the vacating Director would have retained the same if no vacancy had occurred.

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

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

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

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

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

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

## DISQUALIFICATION OF DIRECTORS.

101. The office of Director shall be vacated—

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

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

## POWERS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

#### PROCEEDINGS OF DIRECTORS.

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

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

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

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

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

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

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

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

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

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

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

#### AGENTS AND SECRETARIES.

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

#### ACCOUNTS.

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

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

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

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

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

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

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

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



## AUDIT.

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

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

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

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

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

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

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

## DIVIDENDS, BONUS, AND RESERVE FUND.

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

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

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

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

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

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

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

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

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

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

## NOTICES.

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



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

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

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

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

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

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

#### EVIDENCE.

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

#### PROVISIONS RELATIVE TO WINDING UP OR DISSOLUTION OF THE COMPANY.

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

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

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

W. W. A. PHILLIPS, New Forest  
Estate, Galaha.

W. R. MATTHEW, Colombo.

L. F. LERWAY DAY, Colombo

G. O. HUNT, Colombo.

H. J. BROMLEY, Colombo.

W. K. S. HUGHES, Colombo.

SYDNEY JULIUS, Colombo.

Witness to the above signatures, at Colombo, this 16th day of April, 1928 :

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

**The Erroll Tea Company, Limited (in Liquidation).**

At the Final General Meeting of Shareholders of the Erroll Tea Company, Limited (in liquidation), duly convened and held at Lloyd's buildings, Fort, Colombo, on May 24, 1928, the following resolutions were duly passed:

1. That the report of the Liquidator and the accounts of the liquidation be adopted.
2. That the balance funds be disposed of as suggested in the Liquidator's Report with the amendment suggested by Mr. C. G. Spiller, the largest Shareholder, that the balance remaining be given to the Planters' Benevolent Fund.
3. That the bank be asked to accept Mr. R. N. Watkins' signature on cheques to be drawn on the liquidation account in the absence in Europe of the Liquidator, Mr. A. Duncum.
4. That the affairs of the Company have been fairly and fully wound up.

R. N. WATKINS,  
for Liquidator.

**Rodie & Company, Limited.**

NOTICE is hereby given that the Fourth Annual Ordinary General Meeting of the Shareholders of the Company will be held at the registered office of the Company, 19, Upper Chatham street, Fort, Colombo, on Monday, June 18, 1928, at 3 P.M.

*Business.*

1. To receive the report of the Directors and statement of accounts for the year ended March 31, 1928.
2. To declare a dividend.
3. To elect a Director.
4. To appoint Auditors.
5. To transact any other business that may be properly brought before the Meeting.

The Transfer Books of the Company will be closed from June 11 to June 18, 1928 (both days inclusive).

ALBERT E. RODE,  
Secretary.  
Colombo, June 1, 1928.

**The Oaklands Tea and Rubber Company, Limited.**

NOTICE is hereby given that the Ninth Annual Ordinary General Meeting of the Shareholders of this Company will be held at the registered office of the Company, 11, Queen street, Fort, Colombo, on Saturday, June 16, 1928, at noon.

*Business.*

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

(The Transfer Books of the Company will be closed from June 9 to 16, 1928, inclusive.)

By order of the Directors,  
BOIS BROTHERS & Co., LTD.,  
Agents and Secretaries.  
Colombo, May 30, 1928.

**The Ceylon Narangoda Coconut Estates Company, Limited**

NOTICE is hereby given that the Seventeenth Ordinary General Meeting of the Shareholders of this Company will be held at their registered office, 24, Queen's street, Fort, Colombo, on Monday, June 18, 1928, at 1 P.M.

*Business.*

1. To receive the report of the Directors and statement of accounts to December 31, 1927.
2. To elect a Director.
3. To appoint an Auditor.

4. To transact any other business that may be duly brought before the Meeting.

Notice is hereby given that the Transfer Books of the Company will be closed from June 11 to 18, 1928, both days inclusive.

By order of the Directors,  
C. L. DE ZYLVA,  
Secretary.  
Colombo, May 30, 1928.

**Auction Sale.**

UNDER mortgage decree in D. C., Colombo, case No. 27,896, I shall sell by public auction at the spot on Thursday, June 22, 1928, at 5 P.M.—

All that defined portion of the land called Delgahawatta, marked lot 1 in the plan No. 455, which is a subdivided portion of the two amalgamated lots Nos. 557 and 557½ in the registration plan No. 4 together with all the buildings and plantations thereon, situated at Kirillapone in the Palle pattu of Salpiti Korale, in the District of Colombo, Western Province, containing in extent 22 37/100 perches.

Further particulars from P. Cassius Jansz, Esq., Proctor, Supreme Court, Hulftsdorp, or—

R. C. McHEYZER,  
Auctioneer and Broker.

Phone: 1681.

**Auction Sale under Mortgage Decree in Case No. 16,179, D. C., Colombo.**

I SHALL sell by public auction on Monday, June 25, 1928, at 4.30 P.M., at the spot—

- (1) All that hamper fishing net together with 2 big boats and all the appurtenances thereunto belonging and now lying in the seabeach at Korlawella in Moratuwa;
- (2) An allotment of land called Kaluhabaralagahawatta, situated at Korlawella in Moratuwa, in extent land sufficient to plant 50 coconut plants, together with the trees and plantations standing thereon.

A. V. PERERA,  
Auctioneer and Broker.  
115, Hulftsdorp, Colombo.

**Auction Sale.**

*A Valuable House and Property near Wellampitiya.*

UNDER primary mortgage decree in case No. 27,624, D. C., Colombo, under and by virtue of the commission issued to me in the above case, I shall sell by public auction on Saturday, June 23, 1928, at 3.30 P.M. at the spot:—(1) All that undivided portion in extent about ½ kurumi paddy sowing extending the length from the high road of the northern boundary to southern boundary and six fathoms in breadth from the eastern boundary, towards east of the land called Dungalawatta, situated at Gothatuwa, Ambatalenpahala, in Alutkuru korale in Colombo District, Western Province; and which said land is bounded on the north by the high road, east by the owita land of Ameresekerage Don Hendrick Appuhamy, south by Mahaowita, and west by kumbura of Davith Perera Vidanerala; containing in extent about 2 bushels of paddy sowing, with the trees, plantations, and the tiled house standing thereon; (2) all that undivided portion in extent about 1 seer or measure of paddy sowing, three fathoms in breadth adjoining the western boundary and extending from northern boundary to southern boundary in length of the ½ part of the land called Wahirawallaowita, situated at Gothatuwa aforesaid; and which said land is bounded on the north by the high road, east by Welioiwita, south by the other portion of this owita land, and west by Dungalawita; containing in extent about 3 beras of paddy sowing, with all the trees and plantations thereon, both of which undivided portions of lands are now owned and possessed as one property, and is described in the figure of survey dated October 26, 1923, made by D. I. W. Edirisinghe, Licensed Surveyor and Leveller as follows:—The land called Dungalawatta, situated at Gothatuwa village, Ambatalenpahala, Alutkuru korale south, in the District of Colombo; and bounded on the north by road from

Colombo to Hanwella, east by owita of Amarasekera Don Hendrick Appuhamy, south by Mahaowita, and west by a portion of same land; containing in extent 18·27 perches.

For further particulars, please apply to M. S. Akbar, Esq., Proctor, Supreme Court, and Notary, Hulftsdorp, or to me:

39, Hulftsdorp, Colombo.

E. EDMUND DE SILVA,  
Auctioneer and Broker.

### Auction Sale under Mortgage Decree.

Valuable Properties at Kalubowila. 22. 28

BY virtue of the commission issued to me in case No. 25,319, D. C., Colombo, I shall sell by public auction on Friday, June 22, 1928, commencing at 4.30 p.m. at the respective spots, the following properties, to wit:—

1. All that allotment of land called Meegahawatta and Madangakumburaowita, with the buildings and plantations thereon, situated at Kalubowila in the Palle pattu of Salpiti korale; in extent 3 acres 1 rood and 15 perches.
2. Undivided  $\frac{3}{4}$  part of all that land called Delgahawatta, with the buildings and plantations thereon, at Kalubowila aforesaid; in extent 7 acres 2 roods and 38 perches.
3. Undivided  $\frac{1}{12}$  part of all that land called Meegahawatta at Kalubowila aforesaid; in extent 1 acre and 2 roods.
4. Undivided  $\frac{1}{12}$  part of the land called Konegahawatta at Kalubowila aforesaid; in extent 1 acre.

For further particulars apply to D. R. de S. Abayanayake, Esq., Proctor and Notary, Hulftsdorp, Colombo, or to me:

8, Hulftsdorp street, Colombo.  
Phone No.: 1357.

H. D. JOHN PIERIS,  
Auctioneer and Broker.

### Auction Sale.

Properties at Walthena and Manakkulama in the District of Chilaw. 59/14/1

UNDER decree in case No. 1,898 entered in favour of the plaintiff Nawanna Sona Ruwanna Mana Wana Ena Natchiappa Chetty, by his attorney Nawanna Sona Rawanna Wana Ena Sokkalingam Chetty of Colombo, against the defendants (1) Jayasinghe Aratchige Kandappu Jayasinghe of Manakkulama and (2) Edippulimudiyanselage Aratchi Naide of Pallegama, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 7,250, with interest of Rs. 6,250 at 24 per cent. per annum from September 19, 1927, till March 27, 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. 106, dated September 18, 1926, attested by P. J. Loos, Notary, by public auction at the respective spots on Monday, June 25, 1928, to wit:—

At 2.30 P.M.

1. All that land called Pahawatta marked lot E 142, depicted in plan No. 107,738, dated October 9, 1877, authenticated by Lieutenant-Colonel A. B. Fyres, Surveyor-General, situate at Walthena, in Munnessaram pattu of Pitigal korale north, in the District of Chilaw, North-Western Province; containing in extent 5 acres 3 roods and 4 perches, together with the plantations and soil thereon.

Commencing at 3.30 P.M.

2. The undivided  $\frac{1}{4}$  share of the land called and known as Siyambalagahawatta, situate at Manakkulama in Munnessaram pattu aforesaid; containing in extent within these boundaries about 3 seers of kurakkan sowing ground.
3. The undivided  $\frac{1}{2}$  share of all that allotment of land situated in the village Manakkulama aforesaid, depicted as lot X 138 in title plan No. 114,259, dated October 6, 1879, authenticated by A. B. Fyres, Surveyor-General; containing in extent 5 acres, together with the buildings thereon.
4. The undivided  $\frac{1}{4}$  share of the land called Godakella,

situate at Manakkulama aforesaid; containing in extent containing in extent about 7 acres more or less and of the buildings thereto, but the said undivided  $\frac{1}{4}$  share is now described and separated and possessed dividedly and as such is in extent about 2 $\frac{1}{2}$  acres, together with the buildings thereon.

5. The undivided  $\frac{3}{8}$  shares of the land called Kajugahawatta, situate at Manakkulama aforesaid; containing in extent about 1 $\frac{1}{2}$  acres, subject to an unexpired term of lease created upon deed No. 5,370 dated May 8, 1919, attested by P. D. A. F. Senaviratne, Notary.

6. The undivided  $\frac{1}{4}$  share of the two contiguous allotments of land called Siyambalagahawatta and Kongahawatta, forming one land, situate at Manakkulama aforesaid; containing in extent about 2 acres, subject to the unexpired term of lease created upon deed No. 5,370 aforesaid, over the said Siyambalagahawatta of about 1 acre.

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

Negombo, May 29, 1928.

M. P. KURERA & Co.,  
Auctioneers.

### Auction Sale.

Properties at Hanchapola and Vithanemulla in the District of Negombo. 56/1

UNDER decree in case No. 2,280, D. C., Negombo, entered in favour of the plaintiff, Kana Nana Kuna Pana Kana Nana Karuppiyah Pulle of Negombo against the defendants, (1) Hadinnapola Appuhamillage William Appuhamy and (2) Senarath Dassanayaka Appuhamillage Liyancho Nona, both of Hanchapola, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 1,145, with interest on Rs. 800 at 20 per cent. per annum from March 17, 1928, till April 11, 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 by bond No. 2,376 dated September 16, 1925, and attested by Tudor Ranasinghe, Notary, by public auction at the respective spots on Wednesday, June 27, 1928, to wit:

Commencing at 2.30 P.M.

1. The undivided  $\frac{1}{4}$  share of the undivided  $\frac{1}{4}$  share of the field called Ehetugahakumbura, situate at Hanchapola in Yatigaha pattu of Hapitigam korale, in the District of Negombo; containing in extent about 18 kurunies of paddy sowing ground, as primary mortgage.
2. The undivided  $\frac{1}{4}$  share of the field called Horagahakumbura, situate at Hanchapola aforesaid; containing about 7 kurunies of paddy sowing ground as primary mortgage.
3. The undivided  $\frac{1}{4}$  share of the field called Horagahakumbura, situate at Hanchapola aforesaid; containing about 10 kurunies of paddy sowing ground, as primary mortgage.
4. The undivided  $\frac{1}{4}$  share of the field called Kekunagahakumbura and the pilawa of this field, now converted into a high land, both forming one land, situate at Hanchapola aforesaid; containing in extent 1 acre 3 roods and 24 perches, as primary mortgage.
5. The undivided  $\frac{1}{4}$  share of the undivided  $\frac{1}{4}$  share of the portion depicted as lot B in plan No. 1,517 dated April 18, 1904, of the field called Wewakumbura, situate at Hanchapola aforesaid; containing in extent 1 acre and 1 rood, as primary mortgage.
6. The undivided  $\frac{1}{4}$  share of the land called Ilukgolawatta, situate at Hanchapola aforesaid; containing in extent about 17 acres more or less and of the buildings thereon, as secondary mortgage.

At 4.30 P.M.

7. The undivided  $\frac{1}{4}$  share of the undivided  $\frac{1}{4}$  share of the field called Kekunagahakumbura, situate at Vithanemulla, in Dasya pattu of the Alutkuru korale, in the District of Negombo aforesaid; containing in extent 4 acres and 1 rood, as secondary mortgage.

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

Negombo, May 29, 1928.

M. P. KURERA & Co.,  
Auctioneers.

## Auction Sale.

*CD 18/18*  
 Properties at Polwatta in the District of Negombo.

UNDER decree in case No. 1,488, D. C., Negombo, entered in favour of the plaintiff Una Lana Wana Wana Waliappa Chetty, by his attorney Sawanna Mana Muttalagu Pillai of Negombo, against the defendant Dinage Samal Fernando of Polwatta, and by virtue of the order to sell issued to us for the recovery of the sum of Rs. 9,573.00, with interest on Rs. 5,000 and Rs. 2,400 at 24 per cent. per annum from February 26, 1927, to March 30, 1927, and thereafter at 9 per cent. per annum on the aggregate amount, till payment in full and costs of suit, we shall sell the under-mentioned properties by public auction at the respective spots on Friday, June 29, 1928, commencing at 3 P.M., to wit:—

1. All that land called Madugahawatta and the two cadjan thatched houses standing thereon, situate at Polwatta in Dasiya pattu of Alutkuru korale, in the District of Negombo, Western Province, containing in extent 1 acre and 14 perches, as primary mortgage.

2. All that land called Paragahawatta, situate at Polwatta aforesaid; containing in extent about 1 acre, as primary mortgage.

3. All the two contiguous allotments of field called Maradangahakumbura and Maradangahakumbura, now forming one field, situate at Polwatta aforesaid; containing in extent about 6 parras of paddy sowing ground, as primary mortgage.

4. All that allotment of land called Millagahawatta, situate at Polwatta aforesaid; containing in extent 1 acre and 1 rood, as primary mortgage.

5. All that field called Dangahaothukumbura, situate at Polwatta aforesaid; containing in extent about 4 parras of paddy sowing ground of field and 2 acres of high land being the pillawa of the said field now planted with coconuts, as primary mortgage.

6. All that land called Nugagahawatta, situate at Polwatta aforesaid; containing in extent 2 acres and 10 perches, but according to plan No. 366 dated February 23, 1907 made by J. J. Lorage, Surveyor, is in extent 2 acres 2 roods and 7.75 perches with the buildings standing thereon, as primary mortgage.

7. The undivided half share from and out of the undivided half share of the land called Bogahawatta, situate at Polwatta aforesaid; containing in extent about 1 acre, as primary mortgage.

8. A portion of the land called Urukanugahalanda-watta marked lot E in plan No. 6,856 dated March 16, 1916, made by P. de Almeida, Licensed Surveyor, situate at Polwatta aforesaid; the said lot E is in extent 4 acres 1 rood and 5 perches, with the tiled house and other buildings standing thereon, as primary mortgage.

9. The two contiguous portions of the land called Urukanugahawatta marked lot B in plan No. 6,961 dated July 12, 1917, and lot B in plan No. 6,857 dated March 16, 1916, both made by P. de Almeida, Surveyor, now forming one block, situate at Polwatta aforesaid; the entire land is in extent 1 acre and 1 rood with the buildings standing thereon, as primary mortgage.

10. All that lot J of the land called Urukanugahalanda-watta, situate at Polwatta aforesaid; the said lot J is in extent 2 roods and 34.80 perches with the buildings thereon, as primary mortgage.

11. Lot B of the land called Bakmeegahakumbura, situate at Polwatta aforesaid; containing in extent 3 roods and 12½ perches as depicted in survey plan No. 724 dated April 10, 1923, made by P. P. Fernando, Surveyor; as secondary mortgage.

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

Negombo, May 29, 1928:

M. P. KURERA & Co.,  
 Auctioneers.

## Auction Sale.

*31/5/28*  
 In the District Court of Negombo.

Mutuwadige Sebastiana Fernando of Dandugama, Administratrix of the ~~estate~~ of Kachchakaduge Gabriel Fernando of Dandugama, deceased . . . Plaintiff.  
 No. 1,968. Vs.

Kurugamage Alpino Perera of Dandugama in Ragam pattu . . . . . Defendant.

UNDER decree in the above case and by virtue of the order to sell issued to us for the recovery of the amount therein stated, we shall sell by public auction at the spot at 4 P.M. on Friday, June 22, 1928, the under-mentioned property mortgaged by mortgage bond No. 3,670, dated April 7, 1926, attested by M. P. W. Senaratne, Notary Public, as primary mortgage, to wit:—

All that undivided ½ share and all the plantations and the cadjan thatched house standing thereon from and out of all that land called Ketakelagahawattekotasa, situate at Dandugama in Ragam pattu of the Alutkuru korale in the District of Colombo, which said land is bounded on the north by the live fence of the land of Kurugamage Juanis Perera, east by the live fence of the land of Kurugamage Aponso Perera and others, on the south by the portion of this land excluded for Kachchakadige Jusey Fernando, and on the west by the ditch of Kadipokuna; containing in extent within these boundaries about 100 coconut plants plantable ground or 3 roods and 2 perches.

For further particulars please apply to D. W. Samarantunga, Esq., Proctor and Notary, Negombo, or—

K. L. PEREIRA & SON,  
 Negombo, May 28, 1928. Auctioneers.

## Auction Sale under Mortgage Decree in D. C., Kandy, Case No. 34,952.

*5/2/28*  
 UNDER instructions received from the plaintiff in the above case, and under authority from court, I shall sell by public auction at the spot on Thursday, June 21, 1928, at 2 P.M., the premises following, to wit:—

All that divided eastern ½ shares, containing in extent 3 roods and 28 perches, out of Dewalawakawatta, described as of 2 pelas paddy sowing; situate at Wattedgama in Pallegampaha of Lower Dumbura, Kandy District, Central Province.

For particulars please apply to Messrs. Beven & Beven, Proctors, &c., Kandy, or to me—

K. EDMUND PERERA,  
 Auctioneer and Broker.  
 8, Colombo street, Kandy.

## Sale by Public Auction under Mortgage Decree.

*59/6/14*  
 In the District Court of Galle.

Maduwege Chalenis de Silva of Vilagoda . . . . . Plaintiff.  
 Case No. 24,560. Vs.

Peduruhakuru Baina, wife of Illandavidewa Oralias, both of Karendeniya.

UNDER and by virtue of a commission issued to me in the above case, I shall offer for sale by public auction on Saturday, June 23, 1928, commencing at 1.30 P.M., at the office of the Vidane Arachchi of Karendeniya, the following several properties especially bound and executable for recovery of the sum of Rs. 500, with interest thereon at the rate of 10 per cent. per annum from August 1, 1927, till payment in full, and cost of suit:—

(1) An undivided 1/20th part of the soil and everything appertaining thereto of the land called Kanuwela, situated at Karendeniya in the Wellaboda pattu, Galle District; and containing in extent about 4 acres.

(2) An undivided 1/20th part of the land called Gurubibilawela, situated at Karendeniya aforesaid; and containing in extent about 1½ acres.

(3) An undivided 1/20th part of the land called Unagalwelakumbura, situated at Karendeniya aforesaid; and containing in extent about 3½ acres.

(4) An undivided 1/20th part of the land called Mahapaddawilawela, situated at Karendeniya aforesaid; containing in extent about 1½ acres.

(5) An undivided 1/20th part of the soil of the land called Unagaswelakumbura, situated at Karendeniya aforesaid; and containing in extent about 1½ acres.

(6) An undivided 1/20th part of the land called Unagaswela Kebellakumbura, situated at Karendeniya aforesaid; and containing in extent about 1 acre.

(7) An undivided 1/20th part of the land called Gurubibilawela Goipalakumbura, situated at Karendeniya aforesaid; and containing in extent about 1 acre.

(8) An undivided 1/20th part of the land called Medakumbura Goipola, situated at Karendeniya aforesaid; and containing in extent 15 kurunies paddy sowing.

*Schedule No. 2.*

(1) All that field called Gurubibilawela, situated at Karendeniya in Wellaboda pattu of Galle District; and containing in extent about 5 kurunies of paddy sowing.

(2) The eastern side of the land called Magahawela, situated at Unagahawela in Karendeniya aforesaid; and containing in extent about 6 kurunies paddy sowing.

(3) An undivided 1/10th part of the soil and soil share trees of the land called Kanuwewatta and the adjoining field, situated at Karendeniya aforesaid; and containing in extent about 6 acres.

(4) An undivided ¼ part of the field called Kanda-addarawela alias Elpitiyewatt welakebella, situated at Karendeniya aforesaid; and containing in extent about 4 acres 1 rood and 29 perches.

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

K. T. THOS SILVA,  
Commissioner.

Ambalangoda, May 30, 1928.

Auction Sale.

In the District Court of Jaffna.

Testamentary In the Matter of the Estate of the late Parupathyar, widow of Velayuthar No. 6,450. Vinasithamby of Moolai, deceased. Karunagarar Chellappah of Tholpuram . . . Administrator.

IN terms of the commission dated May 23, 1928, issued by the District Court of Jaffna, the following properties will be sold by public auction at the respective spots on Thursday, June 21, 1928, at 4 P.M. —

1. Land situated at Moolai in Chankanai parish, Valigamam West division of the Jaffna District, Northern Province, called Kampinayanai, containing or reputed to contain in extent 10 lachams varagu culture, with houses, spontaneous and cultivated plantations, and well; bounded or reputed to be bounded on the east by the property of Chitamparam, widow of Kanapathippillai, on the north by the property of Sinnappillai, widow of Thillaiampalam, and Nannippillai, wife of Puttitar, on the west by the property of Velayuthar Ramanathar, and on the south by road; of this an undivided 7/16 share with share of well, way, and water-course in the well, situated in the eastern boundary land.

2. Land situated at Moolai as aforesaid, called Piramanpulam, containing in extent 14 lachams p.c., with half share of the well; bounded or reputed to be bounded on the east by the property of Kanapathippillai Appapillai, on the north by the property of Kanapathy Vaithy, on the west by the property of Murukesar Elyathamby and brother, and on the south by the property of the heirs of Nagamuttu, wife of Sinnathamby; the whole hereof exclusive of the share of well, right of way, and water-course, belonging to the southern boundary land.

J. P. KANTHYAH, Deputy Fiscal,  
Commissioner.

Fiscal's Office,  
Jaffna, May 26, 1928.

Auction Sale.

In the District Court of Jaffna.

Testamentary In the Matter of the Estate of the late Jurisdiction. Senkamalam, wife of Kathikesu Suppiah No. 6,545. of Kondavil, deceased.

Kathikesu Suppiah of Kondavil . . . Administrator.

IN terms of the commission dated May 21, 1928, issued by the District Court of Jaffna, the following property will be sold by public auction at the spot on Friday, June 22, 1928, at 9 A.M. —

An undivided 11/24 share of all that piece of land, situated at Kondavil in Nallur parish, Jaffna division of the Jaffna District, Northern Province, called Verakuthalichehykadu, containing or reputed to contain in extent 7 lachams varagu culture and 5 kulies, with share of well and palayras; bounded or reputed to be bounded on the east and north by land, on the west by the property of Murugar Anadurai and others, and on the south by the property of Kandiah Thambippillai.

J. P. KANTHYAH, Deputy Fiscal,  
Fiscal's Office,  
Jaffna, May 26, 1928. Commissioner.

Auction Sales under Mortgage Decree.

Properties at Puliantivu and Karayakantivu in Mammunai pattu and in Sittandykudyruppu in Eravur pattu, in the District of Batticaloa.

UNDER decree entered and by virtue of commission issued to me from the District Court of Batticaloa, in case No. 6,266, I shall sell by public auction the following property, wit:—

On Monday, June 25, 1928, commencing at 3.30 P.M. at the spot.

1. The northern share bearing assessment No. 4A and the southern share bearing assessment No. 4, both being contiguous and forming into one block, out of the eastern share of the garden called Periatottam, situated at Angle street, in Puliantivu in Mammunai pattu, in the District of Batticaloa, Eastern Province, together with the house and other produce and all the right, title, and interest thereto; presently bounded on the north by the dowry garden of Kandappan Thangapillai, wife of Chellar, east by lane, south by road, and west by the property belonging to the heirs of the late Seenitamby Vanniah; and containing in extent from north to south 31 fathoms, and east to west 14 fathoms, out of this an undivided ½ share excluding a right of life interest in favour of S. Thangapillai and C. Chelliah.

On Saturday, June 23, 1928, commencing at 3.30 P.M. at the spot.

2. A coconut estate composed of the north-western shares of lots Nos. 11,785, 10,782, and 10,802 in extent 5 acres 2 roods and 6½ perches, 1 acre extent of land on the north-western side of the south-eastern share of the said lots, and lot No. 3,839 in extent 3 acres 3 roods and 28 perches, all being contiguous and forming into one block, situated at Sittandykudyruppu in Eravur pattu in the District of Batticaloa, Eastern Province, together with house, well, coconut trees, and all the right, title, and interest thereto; presently bounded on the north-west by reservation for road, south-west by the estate of Somanader Kannappen, north-east by the estate belonging to the heirs of the late Somar Mylvaganam and the late W. R. Wambeck, south-east by reservation along the road; and containing in extent 10 acres 1 rood and 34½ perches. Out of this an undivided ½ share and all the right, title, interest, and claim whatsoever of the defendant in, to, upon, or out of the said several premises mortgaged by the defendant.

The above properties will be sold subject to a previous mortgage.

S. A. SELVANAYAGAM,  
Batticaloa, May 29, 1928. Auctioneer and Broker.

**Cancellation of Power of Attorney.**

10 P. 57 ✓  
 NOTICE is hereby given that the power of attorney dated October 6, 1925, duly executed before the President Bench of Magistrate, Devakottai in India, whereby I appointed Narayanan Chetty, son of Raman Chetty of Sea street in Colombo in the Island of Ceylon, and my brother Sockalingam Chetty of Devakottai aforesaid, is cancelled and revoked.

(Sgd.) **ஆ. வி. க. கரநீராதன் செட்டி.**

Devakottai, May 18, 1928. **A. V. K. KASINATHAN CHETTY.**

11 P. 57 ✓  
**Cancellation of Power of Attorney.**

NOTICE is hereby given that the power of attorney No. 3,528 dated May 23, 1924, and attested by Mr. C. T. Kandiya of Colombo Notary Public, whereby I appoint Ramasamy Chetty, son of Natchiappa Chetty

of Sea street, in Colombo, is hereby cancelled and revoked, and that the said Ramasamy Chetty has ceased to be my attorney from May 22, 1928.

(Sgd.) **பெ. லீ. வெ. லெச்சிமணன் செட்டியார்**

**P. R. L. LETCHIMANAN CHETTIAR**  
 Colombo, May 25, 1928.

12 P. 57 ✓  
**Cessation of Partnership.**

THE public is hereby informed that I the undersigned, **A. R. N. R. M. Ramasamy Chetty**, who was a partner with and an attorney of **P. R. L. Letchimanan Chetty** have, as from May 22, 1928, ceased to be a partner and an attorney of the said **P. R. L. Letchimanan Chetty**, and that I shall not be responsible for any acts done or debts incurred by the said **P. R. L. Letchimanan Chetty**, either personally or otherwise.

(Sgd.) **ஆ. ரு. நா. மு. ம. ராமசாமி செட்டி.**

**A. R. N. R. M. RAMASAMY CHETTY.**  
 Colombo, May 23, 1928.

12.57 ✓  
**APPLICATION FOR FOREIGN LIQUOR LICENCES, &c.**

I hereby give notice that I have on May 10, 1928, applied to the Hon. the Government Agent, Western Province, to shift my place of business known as "The Ideal Stores," under liquor licence No. A 3328 M 44 for the sale of foreign liquor not to be consumed on the premises, from present premises bearing assessment No. 79 in Bambalapitiya, to second block at Jean D'Are buildings, bearing assessment No. 17 (2), junction of Galle road and Lauries road, Bambalapitiya.

**T. KRICKENBECK,**  
 Licensee.

**SPECIFICATIONS UNDER "THE IRRIGATION ORDINANCE."**

**SPECIFICATION.—Irrigation Works, Matara District, Southern Province.**

**A** MENDMENT to the specification of lands under **Dandeniya Tank**, set under serial No. 117 in specification published in *Government Gazette* No. 7,477 of August 7, 1925, is hereby cancelled, and the following lot is substituted therefor.—

Village - Damiyangodapanguwa.

No.	Name of Allotment of land or Field.	Name of Owner.	Extent.	Amount due.	Area exempted.	Amount exempted.	No. and Date of Colonial Secretary's Letter authorizing Total Exemption, and Amount Period of Exemption granted.	
							Rs. c.	Total due.
117	Marawa	D. J. Abeygunawardena, S. Yapa, and others	1 2 28	1 68	—	—	—	1 63

AMENDED SUMMARY.

	Extent.	Amount.
	A. R. P.	Rs. c.
(1) Lands paying an irrigation rate in perpetuity of Re. 1 per acre per annum	525 3 36	526 32
(2) Lands paying an irrigation rate of Re. 1 per acre per annum revisable at any time	13 1 13	13 35
	<b>539 1 9</b>	<b>539 67</b>

Crown Lands leased (lots 202 and 289) are included in (2) above.

The Kachcheri,  
 Matara, April 27, 1928.

**M. K. T. SANDYS,**  
 Assistant Government Agent.



## MISCELLANEOUS DEPARTMENTAL NOTICES.

## Sale of Goods.

NOTICE is hereby given that the under-mentioned packages, which have been lying at the Baggage Office beyond the time allowed by law, will be sold by public auction on July 3, 1928, unless previously cleared. All goods sold but not removed before the expiration of three clear days after the date of approval of the sale will become liable to the payment of rent at the rates prescribed in the Customs Tariff:—

Date. 1928.	S. R. No.	Name.	Vessel.	Number and Description. of Packages.
January 4 ..	192 ..	Mr. L. Brutal ..	.. ss. Maloja ..	1 chair
— ..	200 ..	B. Parsons ..	.. do. ..	do.
January 12 ..	565 ..	Eliyathamby ..	.. ss. Hakusan Maru ..	1 hand bag
January 16 ..	739 ..	John K. Frood, c/o Messrs. Whittall & Co.	.. ss. Orvieto ..	2 parcels
January 21 ..	1042 ..	Yates ..	.. ss. Cathay ..	2 pillows, 1 umbrella, 1 walking stick
January 22 ..	1106 ..	Arulandan ..	.. ss. Bamora ..	1 parcel tortoise shell
January 24 ..	1221 ..	Miss D. B. Wood ..	.. ss. Shropshire ..	1 chair
January 26 ..	1346/1347 ..	Suppiah ..	.. ss. Kitano Maru ..	1 chair and blanket

H. M. Customs,  
Colombo, May 23, 1928.

A. N. STRONG,  
for Principal Collector.

## Sale of Goods.

NOTICE is hereby given that the under-mentioned packages which have been lying at the Ceylon Wharfage Company's premises beyond the time allowed by law, will be sold by public auction on Tuesday, July 10, 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:—

## B 1.—WAREHOUSE.

Entry No. and Date.	Name and date of Steamer.	From.	Marks and Nos.	Number and Description of Packages.
F 2,154 of January 23 ..	.. ss. "Oldenberg," December 31 ..	London ..	E.G.N.C. ..	1 case merchandize

## B 2.—WAREHOUSE.

F. 367 of April 5 ..	.. ss. "Mahronda," February 20 ..	London ..	H.L. within a diamond and 4 outside	1 case merchandize
F. 1,606 of May 22 ..	.. ss. "Novara," March 5 ..	do. ..	H.L. within a diamond and 5 outside	1 do.
F. 2,917 of November 30 ..	.. ss. "Stolzenfels," October 30 ..	Hamburg ..	S B within a diamond and S L M outside	1 do.
F. 634 of January 9 ..	.. ss. "Santos Maru," December 14.	Japan ..	LSG or var.	40 bags nutmeg
F. 674 of January 9 ..	.. ss. "Cheshire," December 13 ..	Liverpool ..	M.L. & Co. upon 79,285	1 case merchandize
F. 691 of January 11 ..	.. ss. "Chenonceaux," December 7.	Marseilles.	L.F.D. $\frac{1}{2}$ ..	2 do.

## T 1.—WAREHOUSE.

— ..	.. ss. "Barjora " March 4 ..	Tuticorin ..	CD within a diamond	1 bundle pol : stalk
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H. M. Customs,  
Colombo, May 28, 1928.

A. N. STRONG,  
for Principal Collector.

## Puwakpitiya Vernacular Mixed School.

NOTICE is hereby given that the above school, situated at Puwakpitiya, Colombo District of the Western Province, under the management of Rev. Father J. B. Maary, has been registered as a grant-in-aid school with effect from May, 1927.

Education Office,  
Colombo, June 1, 1928.

L. MACRAE,  
Director of Education.

## Kadawala Vernacular Mixed School.

NOTICE is hereby given that the above school, situated at Kadawala, in Negombo District of the Western Province, under the management of Mr. Tudor Ranasinghe, has been registered as a grant-in-aid school with effect from November, 1926.

Education Office,  
Colombo, June 1, 1928.

L. MACRAE,  
Director of Education.

## J/Delft Centre Vernacular Mixed School.

NOTICE is hereby given that the above school, situated in Islands division, Jaffna District of the Northern Province, under the management of Rev. J. K. Sinnatamby, has been registered as a grant-in-aid school with effect from March, 1927.

Education Office,  
Colombo, June 1, 1928.

L. MACRAE,  
Director of Education.

## J/Thirunelvely East (Muthuthamby) Vernacular Mixed School.

NOTICE is hereby given that the above school situated at Thirunelvely East, Jaffna District of the Northern Province, under the management of Hon. Mr. S. Rajaratnam, has been registered as a grant-in-aid school with effect from May 1, 1927.

Education Office,  
Colombo, June 1, 1928.

L. MACRAE,  
Director of Education.

**Ingroogalla Estate School.**

**NOTICE** is hereby given that an application has been received from the Superintendent for grant in aid of the above school which is situated in Hewaheta lower district of the Central Province.

Observations will be received not later than June 25, 1928.

Education Office,  
Colombo, May 25, 1928.

L. MACRAE,  
Director of Education.

**Change of Management.**

**NOTICE** is hereby given that Mr. T. Amarasuriya Talbot Town Office, Gallo, has been appointed Manager of the schools mentioned below in place of Mr. H. W. Amarasuriya.

**Schools referred to.**

Mahinda Collogo, Gallo.  
Dewaturai English School.

Education Office,  
Colombo, May 23, 1928.

L. MACRAE,  
Director of Education.

**Cambridge School Certificate Examinations, 1928.**

IT is hereby notified that the time tables appearing on pages 22 and 23 of the regulations for the above examinations published in the Supplement to *Government Gazette* No. 7,619 of December 9, 1927, are amended—

- (1) By the transfer of Junior "Sound and Light," page 22, from December 14 (Friday) to December 15 (Saturday), 2½-4½; and
- (2) By the transfer of Senior "Botany I.," page 23, from December 14 (Friday) to December 18 (Tuesday), 3-5.

Education Office,  
Colombo, May 23, 1928.

L. MACRAE,  
Director of Education.

**Destruction of a Dangerous Rogue Elephant.**

IN terms of section 9 (1) of Game Protection Ordinance, No. 1 of 1909, the Assistant Government Agent, Hambantota, is prepared to issue a licence free of stamp duty for the destruction of a dangerous rogue elephant frequenting the cart road from Etulla to Magammulla and the vicinity of Palatupana Circuit Bungalow in Magam pattu of Hambantota District.

Description of the animal can be obtained from the Kachcheri.

The Kachcheri,  
Hambantota, May 24, 1928.

V. COOMARASWAMY,  
Assistant Government Agent.

**Destruction of a Dangerous Elephant.**

IN terms of section 9 (1) of the Game Protection Ordinance, No. 1 of 1909, the Assistant Government Agent, Hambantota, is prepared to issue a licence free of stamp duty for the destruction of a dangerous elephant frequenting the village of Wirawila in Magam pattu of Hambantota District.

Description of the animal may be obtained from the Kachcheri, Hambantota.

The Kachcheri,  
Hambantota, May 28, 1928.

V. COOMARASWAMY,  
Assistant Government Agent.

**Ramakrishna Mission (Ceylon Branch).**

THE Legislative Council of Ceylon having granted me leave to introduce a Bill to incorporate the Ramakrishna Mission (Ceylon branch), I shall after one month

from this date move the first reading of the said Bill, a statement of its general nature and object is appended hereto:—

The Ramakrishna Mission (Ceylon Branch) was established in 1917 with the following objects:—

(a) The study of Hinduism and its principles as propounded by Ramakrishna Paramahansa and practically illustrated by his own life; (b) the study of comparative theology in its widest form with a view to assist in bringing about the harmony of all religions; (c) the carrying on of educational work among the masses in all branches of knowledge; and (d) the establishing and maintaining of educational and charitable institutions. It has a large number of members and supporters and has acquired valuable property movable and immovable in Jaffna, Batticaloa, and Trincomalee, which is now held by Swami Vipulananda and Swami Sharanananda in trust for the Ramakrishna Mission (Ceylon Branch). It is desirable that it should be incorporated by law.

The Ordinance sets forth the general objects of the Corporation, defines the Constitution of the Board of Management, prescribes the rules given in schedule to be rules of the Corporation, and vests in the Corporation the property now held in trust for the Society.

M. M. SUBRAMANIAM,  
Trincomalee, March 30, 1928. Mover of the Bill.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Galkissa in garden No. 386, 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 B. J. de Silva, south by land belonging to Manuel Mendis, east by land belonging to Simon Aponsu, west by land belonging to Helena Gomis.

This declaration shall take effect from the date hereof.

May 15, 1928. D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Wellampitiya in garden 140, in Ambatalenpahala 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 Kittanpahuwa-ela, south by Urugodawatta-Avissawella road, east by Kittanpahuwa-ela, west by old dewata road.

This declaration shall take effect from the date hereof.

May 17, 1928. D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Wellampitiya in garden No. 148, in Ambatalenpahala 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 old dewata road, south by Urugodawatta, east by old dewata road, west by Galgeditotapala and road.

This declaration shall take effect from the date hereof.

May 17, 1928. D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Watarappola, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by high road to Watarappola, south by lands belonging to John Fernando and others, east by Elizabeth Fernando's land, west by K. J. Fonseka's land.

This declaration shall take effect from the date hereof.

May 19, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Watarappola, 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 Timbirigahaowita, south by lands belonging to Jayatungage people, east by Gorakagahadeniya, west by land belonging to Peris.

This declaration shall take effect from the date hereof.

May 19, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Watarappola, in Salpiti korale of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by dewata road, south by land belonging to James Appu, east by land belonging to Mudaliyar Dharmawardana, west by land belonging to Johans and others.

This declaration shall take effect from the date hereof.

May 19, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Nedimala 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 boundary ditch of Kehatagahawatta, south by boundary ditch of Bogahawatta, east by land belonging to Mr. Janson, west by Flawella belonging to the Crown.

This declaration shall take effect from the date hereof.

May 19, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Nedimala 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 Alubogahawatta and land belonging to Abeysekera, south by land belonging to Dr. Edward Hercules Perera, east by land belonging to Atulugamage Siman Silva, west by Alubogahawatta.

This declaration shall take effect from the date hereof.

May 19, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Galkissa in garden No. 491, 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 Fernando's land, south by L. Fernando's land, east by Podinona Fernando's land, west by Fernando's land.

This declaration shall take effect from the date hereof.

May 21, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Gangodawila in garden Delgahawatta 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 Wijeyerama temple land, south by the village boundary between Gangodawila and Boralessomuwa, east by boundary of the fields between Gangodawila and Nawinna, west by Village Committee road from Boralessomuwa to Udahamulla.

This declaration shall take effect from the date hereof.

May 21, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Mount Lavinia in garden No. 395, 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 Thegis Fernando, south by land belonging to Menchorona and others, east by Radagewatta, west by land belonging to P. J. Fernando,

This declaration shall take effect from the date hereof.

May 21, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Galkissa in garden No. 349, 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 M. H. Fernando's land, south by dewata road, east by A. J. Silva's land, west by C. Perera's land.

This declaration shall take effect from the date hereof.

May 21, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Watarappola, in garden 55, 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 Watarappola road, south by land belonging to Police Vidane, Galkissa, east by Mudaliyar Jayasooria's land, west by lands belonging to William Perera and others.

This declaration shall take effect from the date hereof.

May 21, 1928.

D. E. WIJESKERE,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Watarappola, 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 Leanori's land, south by Elias Appu's land, east by land belonging to James Appu, west by lands belonging to Leanori's and others.

This declaration shall take effect from the date hereof.

May 21, 1928.

D. E. WIJESKERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Galkissa, 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 B. J. de Silva's land, south by M. Mendi's land, east by S. Aponu's land, west by Helena Gome's land.

This declaration shall take effect from the date hereof.

May 21, 1928.

D. E. WIJESKERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Paluelpita, 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 Baliwila, south by ditto Mandawala, east by ditto Radawana, west by ditto Welimbula.

This declaration shall take effect from the date hereof.

May 18, 1928.

MAURICE PERERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Bannulla, 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 Dee-elle-oya, south by Hapugastenna estate and Bulatgangoda, east by village boundaries of Kandaoluwawa and Kamburugoda, west by village boundary of Mudagamuwa.

This declaration shall take effect from the date hereof.

May 18, 1928.

MAURICE PERERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Mangalatiariya in the Meda pattu of Siyane korale west of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Attanagalu-oya, south by Ganekanda, east by Berukumbura, west by road leading to Udatuttiripitiya.

This declaration shall take effect from the date hereof.

May 21, 1928.

MAURICE PERERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Kattota in the Medapattu of Siyane korale west of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by village boundary of Nambadaluwa, south by water course, east by Kattota fields, west by village boundary of Thihariya.

This declaration shall take effect from the date hereof.

May 21, 1928.

MAURICE PERERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Pitiyagedara in the Meda pattu of Siyane korale west of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by village boundary of Bandarabatawala, south by Attanagalu-oya, east by Karanekamulla and Boraliyawata, west by railway line.

This declaration shall take effect from the date hereof.

May 21, 1928.

MAURICE PERERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Magalegoda in the Meda pattu of Siyane korale west of the Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by water course, south by new road from Village Committee road to railway line, east by Magalegoda Village Committee road, west by water course.

This declaration shall take effect from the date hereof.

May 21, 1928.

MAURICE PERERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Kalatuwawa, 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 village boundary of Pilankada, east by land called Kalatuwakanda, west by Thihariya Village Committee road.

This declaration shall take effect from the date hereof.

May 21, 1928.

MAURICE PERERA,  
Chief Headman.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Thihariya 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 Kandy road, south by Attanagalu-oya, east by fields at Kattota, west by village boundary of Kalagedihena.

This declaration shall take effect from the date hereof.

MAURICE PERERA,  
Chief Headman.

May 22, 1928.

#### Foot-and-Mouth Disease.

WHEREAS foot-and-mouth disease has broken out at Bogoda 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 fields at Kattota, south by village boundaries of Meewala and Kittanmahara, east by Yakadawalakele, west by Dumunu-ola and Attanagalu-oya.

This declaration shall take effect from the date hereof.

MAURICE PERERA,  
Chief Headman.

May 22, 1928.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Wilimbula in Siyane korale west 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 April 27, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Heneratgoda in Siyane korale west 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 April 27, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Ihēla Imbulgoda in Siyane korale west 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 April 27, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Buttpitiya north in Siyane korale west 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 30, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Mabima, in Siyane korale west 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 April 12, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Kehelwatugoda in Siyane korale west 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 April 27, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Suripaluwa in Siyane korale west 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 April 27, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Alutgama Widiyawatta in Siyane korale west 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 April 27, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Nagoda in Alutkuru korale south 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 April 27, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

#### Foot-and-Mouth Disease.

NOTICE is hereby given that the area declared infected at Yakkala in Siyane korale west 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 April 12, 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. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

**N**OTICE is hereby given that the area declared infected at Alutgama, Gampaha, in Siyane korale west 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 April 27, 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 Kacheheri, R. J. PEREIRA,  
Co'o nbo, May 22, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

**N**OTICE is hereby given that the area declared infected at Siwuralamulla in Siyane korale west 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 April 12, 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 Kacheheri, R. J. PEREIRA,  
Colombo, May 22, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Dawatagahawatta at Dambadure, 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 Village Committee road, south by land of Tilonti Adiriyes Silva, east by land of the heirs of A. Anthoni Perera, west by land of R. Alisandiri Peiris.

This declaration shall take effect from the date hereof.

May 18, 1928. TIMOTHY F. ABAYAKOON,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Bandarawela fields at Dandugama, 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 fields of M. Sebastian Fernando and others, south by fields of Anthoni Perera Arsankularatne, east by Hin-ela, west by Crown land (Kadolkele.)

This declaration shall take effect from the date hereof.

May 18, 1928. TIMOTHY F. ABAYAKOON,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Kadurugahaowita at Dandugama, 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 L. Davit Perera Gunatilake, south by land of L. Davit Perera Gunatilake and others, east by land of M. Gabriel Fernando and others, west by Hin-ela.

This declaration shall take effect from the date hereof.

• May 18, 1928. TIMOTHY F. ABAYAKOON,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Etambagahawatta at Walpola, in Alutkuru korale south of Colombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by cart road, south by land of R. Porolis and others, east by land of M. Dines Fernando, west by land of R. Aralis Fernando, teacher.

This declaration shall take effect from the date hereof.

May 21, 1928. TIMOTHY F. ABAYAKOON,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Hatamunepolwatta at Dandugama, 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 Dandugam-oya, south by Baduwattekumbura, east by Hin-ela, west by field of Marsal Rodrigo.

This declaration shall take effect from the date hereof.

May 21, 1928. TIMOTHY F. ABAYAKOON,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Kindigoda field at Dandugama, 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 Dandugam-oya, south by Dadayekkaragekumbura, and fields of others, east by field of L. S. J. Fernando, west by Hin-ela.

This declaration shall take effect from the date hereof.

May 22, 1928. TIMOTHY F. ABAYAKOON,  
Mudaliyar, Alutkuru Korale South.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Agalawatta at Ragama, 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 cart road, south by Agalawatta of Mr. Pinto, east by land of J. John Silva, west by dewata road.

This declaration shall take effect from the date hereof.

May 22, 1928. TIMOTHY F. ABAYAKOON,  
Mudaliyar, Alutkuru Korale South.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out on Mahawatta alias Marakkayagewatta at Ragama, 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 the estate of Migel Perera Amaresekare Siriwardane Mudaliyar, south by cart road, east by land of P. V. Kendaliya-dalawa and others, west by land of Migel de Abrew Abeyasinghe.

This declaration shall take effect from the date hereof.

May 22, 1928. TIMOTHY F. ABAYAKOON,  
Mudaliyar, Alutkuru Korale, South.



**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Kitulwala Ihalagama in Yatigaha pattu north, 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 Crown land called Kitulwalakanda, south by Mugurugampola-Negombo Public Works Department road, east by village boundary of Halpe, west by ditto Kaluaggala Pahalagama.

This declaration shall take effect from the date hereof.

May 17, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Pathagama in Yatigaha pattu south, 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 Muddaragama, south by ditto Hirikuluwa, east by a tract of paddy fields, west by ditto.

This declaration shall take effect from the date hereof.

May 17, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at estate called Indigolla in Talahena, in Udugaha pattu north, 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 land called Bettagodamukalana, south by estate called Kurunduwatta, east by Maha-oya, west by a tract of paddy fields.

This declaration shall take effect from the date hereof.

May 17, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Botale Pahalagama, in Udugaha pattu south, 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 Walbotale, south by ditto Botale Ihalagama, east by ditto Keenadeniya, west by village boundaries of Mirigama and Tawalampitiya.

This declaration shall take effect from the date hereof.

May 17, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Mallehewa, in Yatigaha pattu south, 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 Dielle-oya, south by village boundary of Dunnagedera, east by ditto Bolana, west by ditto Kaleliya Webodamulla.

This declaration shall take effect from the date hereof.

May 17, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Midellawala, in Yatigaha pattu south, Hapitigam korale of Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by village boundaries of Walbolana and Thorapitiya, south by village boundary of Kendalanda, east by Dielle-oya, west by village boundary of Kendalanda.

This declaration shall take effect from the date hereof.

May 18, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Banduragoda, in Yatigaha pattu south of Hapitigam korale of Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by a tract of paddy fields, south by Negombo-Mugurugampola Public Works Department road, east by village cart road leading from Banduragoda to Rassapana, west by a tract of paddy fields.

This declaration shall take effect from the date hereof.

May 19, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Pottegedara, in Yatigaha north of 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 land called Maditiyawala estate, south by village boundary of Maditiyawala east by Kuda-oya, west by land called Maditiyawala estate.

This declaration shall take effect from the date hereof.

May 21, 1928.

A. L. DASSANAIKE,  
Chief Headman.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Palliyapitiya, in Alutkuru korale north of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by tract of fields, south by Kekunagodella, east by tract of fields, west by Village Committee road.

This declaration shall take effect from the date hereof.

May 21, 1928.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Katiyala, 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 cart road, east by cart road, west by Katiyala Village Committee road.

This declaration shall take effect from the date hereof.

May 21, 1928.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Borage lawatta, 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 lease land of Daniel Appuhamy, south by tract of fields, east by lands belonging to J. Pabilis Appuhamy and others, west by land belonging to K. Ranhamy.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.  
May 21, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Podipola, 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 Udugampola, south by tract of fields, east by village boundary of Doranagoda, west by village boundary of Udugampola.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.  
May 21, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Assennawattain Alutkuru korale of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-section (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 lands belonging to W. Siwanchiya and others, east and west by fields.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Chief Headman.  
May 22, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Nilpanagoda, in Alutkuru korale of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2) of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by land belonging to Siyadoris and others, south by land belonging to D. T. Ranasinghe and others, east by field, west by land called Buluyaya.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Chief Headman.  
May 22, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Kehelilla in Alutkuru korale north 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 tract of fields, south by land called Kahatagahalanda, east by land called Nugasahalanda, west by land called Kahatagahalanda.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.  
May 22, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Petigoda 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 estate belonging to Mr. L. S. J. Karunatileke, south by cart road, east by village boundary of Alugolla, west by cart road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.

May 22, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Nilpanagoda in Alutkuru 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 land belonging to P. V. Alutepola, south by land belonging to D. T. Ranasingha, east by land belonging to P. V. Alutepola, west by fields.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.  
May 22, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Dumagaha in Alutkuru korale north 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 high road, south by village boundary of Alutepola, east by village boundary of Hapuwalana, west by village boundary of Adikarimulla.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar, Alutkuru Korale North.  
May 22, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Nilpanagoda, in Alutkuru korale 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 fields, south by wire fence, east by Walahena, west by Elhengodella.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Chief Headman.  
May 22, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out at Kovinna, in Alutkuru korale north of the Negombo District of the Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by dewata path, south by fields, east by land of T. Abran Perera, west by Village Committee road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKKODY,  
Mudaliyar Alutkuru Korale North.  
May 23, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Pedipola and Wamulla, in A utkuru kora'e 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 Naiwala road and village boundary of Doranagoda, south by Attanagala-oya, east by Doranagoda road and village boundary of Doranagoda, west by Dombawala and Aggiriya villages.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKODY,  
Mudaliyar, Alutkuru Korale North.  
May 28, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Dewalapola 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 Kamaragoda and Puliyatiyana villages, south by high road, east by Dewalapola-oya, west by cart road.

This declaration shall take effect from the date hereof.

C. H. A. SAMARAKODY,  
Mudaliyar, Alutkuru Korale North.  
May 28, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Mallepitiya in the Kalutara Totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by the Kalawil-ganga, east by the Kaluwamodera-Kandevihare Village Committee road, south by the District Road Committee road from Morsgalla to Alutgamveediya, and west by the footpath leading to fields is infected in terms of sections 5 sub-sections (1) and (2), of the Ordinance No. 25 of 1909.

This declaration is to take effect from May 22, 1928.

EDMUND PEIRIS,  
Mudaliyar of Kalutara and  
Panadure Totamunes.  
May 22, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Diyagama (No. 722), in the Kalutara Totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by Kalu-ganga and Welikanda village boundary, east by Kalu-ganga and Elhangodawatta, south by Kabaragalakanda and Pitewila and west by Bopelalanda and Halwetipola rubber estate, 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 May 22, 1928.

EDMUND PEIRIS,  
Mudaliyar of Kalutara and  
Panadure Totamunes.  
May 22, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Mestiya, in the Panadure totamune, Kalutara District, Western Province: It is hereby declared that the area bounded on the north by the Mestiwela and Mawal-ganga, east by the cart road from Kudamestiya to Mahamestiya, south by the Mestiwela, and west by the Mestiwela and Hanwili-ganga, 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 May 28, 1928.

EDMUND PEIRIS,  
Mudaliyar of Panadure and  
Kalutara Totamunes.  
May 28, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has spread beyond the area within the limits of the Sanitary Board town of Talawakele, I, Charles Campbell Woolley, Assistant Government Agent, Nuwara Eliya, do hereby declare under sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the area within the under-mentioned boundaries is an infected area.

**Boundaries.**

North: Kotmale river.  
East: Kotmale river.  
South: Talawakele-Lindula cart road.  
West: Talawakele-Lindula cart road and Middleton Estate Factory.

This declaration takes effect from the date hereof.

C. C. WOOLLEY,  
The Kachcheri, Assistant Government Agent.  
Nuwara Eliya, May 23, 1928.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out in the Sammanturai pattu of the Revenue District of Batticaloa, Eastern Province: It is hereby declared that the said pattu is an infected area in terms of section 5, sub-section (1) and (2), of the Ordinance No. 25 of 1909.

This proclamation is to take effect from May 23, 1928.

The Kachcheri, S. F. AMERASINGHE,  
Batticaloa, May 23, 1928. for Government Agent.

**Foot-and-Mouth Disease.**

WHEREAS foot-and-mouth disease has broken out at Hundirapola and Rawita, in Pitigal korale, in Katugampola hatpattu of the Kurunegala District of the North-Western Province: It is hereby declared in terms of section 5, sub-sections (1) and (2), of the Ordinance No. 25 of 1909, as amended by the Ordinance No. 19 of 1923, the under-mentioned area is infected, viz. :—

The area is bounded on the north by Kandepola, south by Gonulla palata, east by Welapalla palata, west by compasspara.

This declaration shall take effect from the date hereof.

E. NUOAWELA,  
Ratemahatmaya, Katugampola hatpattu.  
May 26, 1928.

**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 North-Western Province: I do hereby declare in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said area is an infected one.

This proclamation takes effect from May 24, 1928.

**Area referred to.**

Nalladarankattuwa,

**Boundaries.**

North: Bogamuwa village.  
East: Compasspara.  
South: Sengal-oya.  
West: Lunu-oya.

May 24, 1928. R. H. ABAYASEKERA,  
Mudaliyar, Pitigal Korale North.

**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 North-Western Province: I do hereby declare in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said area is an infected one.

This proclamation takes effect from May 24, 1928.

*Area referred to.*

Kakkapalliya and Sunairippuwa.

*Boundaries.*

North : Bandarawatta and Pahala Olidala wa.  
 East : Maradenkulama, Pahalagama, and Kumbuk-gahawela.  
 South : Village boundary of Pambala.  
 West : Lagoon.

R. H. ABAYASEKERA,  
 Mudaliyar, Pitigal Korale North.  
 May 24, 1928.

**Foot-and-Mouth Disease.**

**W**HEREAS foot-and-mouth disease has broken out in the under-mentioned area described below in Pitigal korale north in the Chilaw District of North-Western Province : I do hereby declare, in terms of sub-sections (1) and (2) of section 5 of Ordinance No. 25 of 1909, that the said area is an infected one.

This proclamation takes effect from May 24, 1928.

*Area referred to.*

1. Ihala and Pahala Olidaluwa.
2. Bandarawatta.
3. Maha Sawarana.
4. Inginiwatta.

*Boundaries.*

North : Village boundary of Inigodawela and Kuda Sawarana.  
 East : Village boundary of Pirappankuliye and Maradankulama.  
 South : Village boundary of Maradankulama and Kakkapalliya.  
 West : Lagoon.

R. H. ABAYASEKERA,  
 Chilaw, May 24, 1928. Mudaliyar, Pitigal Korale North

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out at Kandeyaya in Karanda pattu korale in Katugampola hatpattu of the District of Kurunegala of the North-Western Province : It 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, south, and west by Yagampattu korale, east by Kelegedara village.

This declaration shall take effect from the date hereof.

L. NUGAWELA,  
 Ratamahatmaya, Katugampola Hatpattu.  
 May 22, 1928.

**Hoof-and-Mouth Disease.**

**N**OTICE is hereby given that the areas declared infected at Udawela and Dehelgamuwa villages in Ihala-wisideke korale in Hiriyala hatpattu and Udagama in Mohottawa palata of Mahagalboda Megoda korale south in Weudawili hatpattu of the Kurunegala District of the North-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 April 4, 1928, are free from hoof-and-mouth disease, and are no longer infected areas.

This declaration is to take effect from this date.

The Kachcheri, W. ABEYWARDENA,  
 Kurunegala, May 23, 1928. for Government Agent.

**Hoof-and-Mouth Disease.**

**W**HEREAS by proclamation dated March 19, 1928, published in the *Government Gazette* No. 7,635 of March 22, 1928, Kawdulu tulana No. 68 of Sinhala pattuwa in the Tamankaduwa district of the North-Central Province was proclaimed an infected area in terms of sub-sections (1) and (2) of section 5 of the Ordinance No. 25 of 1909, and whereas hoof-and-mouth disease no longer exists in the

said area : It is now declared, under sub-section 5 (1) of the said Ordinance, free from hoof-and-mouth disease, and to be no longer an infected area.

This declaration shall take effect from the date hereof.

D. C. DE SILVA,  
 Revenue Office, Tamankaduwa.

May 22, 1928.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the villages Delgamuwa, Thambiliyana, Gonapitiya, Kuruwita, Patagama, and Halpe in Udapattu south, 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-section (1) and (2) of section 5 of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923.

This proclamation is to take effect from the date hereof.

The boundaries of the infected area :—

North : Village limits of Kandangoda, Badaholgoda, and Henepola.  
 East : Village limits of Ekneligoda and Udakada.  
 South : Village limits of Kahengama and Kitulpe.  
 West : Village limits of Dodampe and Teppanawa.

P. B. MUTTETTUWEGAMA,  
 Ratamahatmaya, Kuruwiti Korale.  
 May 22, 1928.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in the villages of Elapata wasama in Pelle pattu, Nawadun 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-section (1) and (2) of section 5 of Ordinance No. 25 of 1909, as amended by Ordinance No. 19 of 1923.

This proclamation is to take effect from the date hereof.

The boundaries of the infected area are as follows :—

North by village boundary of Karangoda ; east by Hangomu-genge ; south by village boundaries of Amuwala, Ganguwitiye, Niriella, and Nirieli-genge ; and west by Nirieli genge.

H. A. GOON SEKERE,  
 Ratamahatmaya, Nawadun Korale.  
 May 23, 1928.

**Hoof-and-Mouth Disease.**

**W**HEREAS hoof-and-mouth disease has broken out in Karandana and Yatipauwa wasama in Meda pattu, 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-section (1) and (2) of section 5 of Ordinance No. 23 of 1909, as amended by Ordinance No. 19 of 1923.

This proclamation is to take effect from the date hereof.

*The Boundaries of the Infected Area.*

North, boundary of Wewekele and village limits of Mapote ; east, village limits of Kiriporuwa, Hindurangala and Epatawala ; south, Kalu-ganga ; west, Walagal-dola.

P. B. MUTTETTUWEGAMA,  
 Ratamahatmaya, Kuruwiti Korale.  
 May 25, 1928.

**Hoof-and-Mouth Disease.**

**N**OTICE is hereby given that Galatura wasama within the following boundaries has been declared infected area under section 5 (1) and (2) of Ordinance No. 25 of 1909 from this date, viz. :—

North : Kalu-ganga.  
 East : Kalu-ganga and Nawadun korale boundary.  
 South : Ayagama village boundary.  
 West : Pasgammaha-ela.

H. A. DAMBWINNE,  
 Ratamahatmaya, Kukul Korale.  
 May 15, 1928.

## ROAD COMMITTEE NOTICES.

## Election of Member, District Road Committee, Kalutara.

NOTICE is hereby given that, under the 26th clause of the Ordinance No. 10 of 1861, all persons intending to offer themselves as candidates for the office of Ceylonese Member of the District Road Committee of Kalutara for the unexpired term of 1928, 1929, and 1930 are hereby required to signify their intention in writing to the Chairman of the Provincial Road Committee of Colombo at least ten days before the day of election.

The election will be held on Friday, June 15, 1928, at 1 P.M., at the Kalutara Kachcheri.

Provincial Road Committee, W. A. WEERAKOON,  
Colombo, May 24, 1928. Secretary.

## Lantern Hill-Somerset Estate Cart Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for 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 under-mentioned estates to make up the private contributions, as follows:—

Government moiety .. Rs. 2,333·00  
Private contributions .. Rs. 2,333·50

1st to 2nd section, 1 mile.

Total acreage, 2,059—Moiety of cost, Rs. 583·38—  
Sectional rate, ·27118c.—Total rate, ·27118c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
S. T. Kaliappa Chetty, Muthu Carupen Chetty, and S. T. Mittiah Chetty	Lantern Hill	359	97 36
Do.	Kehelwatte	369	25 0
W. S. Blacket	Jak Tree Hill	322	87 32

1st to 4th section, 2 miles.

Total acreage, 1,378—Moiety of cost, Rs. 583·38—  
Sectional rate, ·42336c.—Total rate, ·69454c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Paadiyan Kangany and S. Valoo Kangany	Kendagolla	24	16 67
G. B. S. Silva	Galpaya(Sinnapitiya)	40	27 79
A. R. P. R. Arumugam Pillai	Gertiville	51	35 43
A. B. Rodrigo	Graceland	30	20 84
Velu Kangany	Waduwandalakele, &c.	30½	21 19

1st to 6th section, 3 miles.

Total acreage, 1,202½—Moiety of cost, Rs. 583·37—  
Sectional rate, ·48513c.—Total rate, ·1·17967c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Heirs of Mrs. A. J. Stephens (M. H. Reeves)	Cooroondowatte	486	573 32
Do.	Hapugahawatte	87	102 64
T. A. S. Pillai	Galpaya	68½	80 81
Ganekumbure Du- rays	Gedawilhena	25	29 50
Amaris Alwis	Pelketiyawatte, &c.	20	23 60

1st to 8th section, 4 miles.

Total acreage, 516—Moiety of cost, Rs. 583·37—  
Sectional rate, 1·13042c.—Total rate, 2·31009c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
G. C. S. Hodgson (E. P. Andrews)	Somerset	461	1,064 96
G. Baiya and son	Ganekumburewatte, &c.	25	57 76
S. David, S. Balaya, and S. Ukkuamma Ketaliyanawatta, &c.		30	69 31
Total..			2,333 50

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to Mr. E. P. Andrews, Chairman, Local Committee, Somerset estate, Gampola, on or before June 30, 1928.

N.B.—Interest at 9 per cent. will be recovered from estates if their assessments are not paid within the prescribed time.

H. W. CODRINGTON,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 22, 1928.

## Kadugannawa-Alagalla Branch Road.

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for flood damages to culverts on the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," have assessed the proportion due by each estate interested in the road to make up the private contribution:—

Government moiety .. Rs. 337·50  
Private contributions .. Rs. 345·93

Total acreage, 3,154½—Rate per acre, ·10966c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
D. C. Wijewardena	Mount Colville	21½	2 36
W. C. Dias	Maligatenna	51½	5 65
Felix Dias	Kumaragala	142	15 57
H. P. & L. P. Rudd (S. R. Hamer)	Beltoff	157	17 22
P. J. Benwell (W. R. Hancock)	Andiatenna	200	21 93
Tismode Estates Co. (W. R. Hancock)	Tismode and Seafield	460	50 44
Allagalla Tea & Rubber Co. (R. Wilkins)	Alagalla	871½	95 57
Eastern Produce & Estates Co., Ltd. (A. M. Macneill)	Kirimittia and Peak	971	106 48
W. A. B. Soysa	Oolanakanda	175	19 19
Heirs of H. W. Garvin & J. G. Cruiskshank (N. H. G. Campbell)	Kottogode	105	11 52
Total..			345 93

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay into the Colonial Treasury, Colombo, on or before June 30, 1928.

H. W. CODRINGTON,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 22, 1928.

**Kandenewera-Warriapola Estate Cart Road.**

NOTICE is hereby given that the Provincial Road Committee, in accordance with section 19 of "The Estate Roads Ordinance, No. 12 of 1902," have assessed the under-mentioned estates to make up the contribution of Rs. 3,125 on account of the cost of improvements to the above road for the year ending September 30, 1928:—

Private contribution .. Rs. 3,125

1st and 2nd sections, 1 mile 66 chains.

Private contribution .. Rs. 98

Total acreage, 2,663—Rate per acre, '03680c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Warriapola Estates Co., Ltd. (D. C. Gordon-Duff)	Warriapola	971	35 74
Warriapola Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937	34 48
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346	12 73
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	409	15 5
			<u>98. 0</u>

3rd section, 46 chains.

Private contribution .. Rs. 161

Total acreage, 1,692—Rate per acre, '09515c.

Warriapola Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937	89 16
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346	32 92
Ceylon Land and Produce Co., Ltd. (G. Black)	Strathisla	409	38 92
			<u>161 0</u>

4th and 5th sections, 2 miles.

Private contribution .. Rs. 2,075

Total acreage, 2,250—Rate per acre, '92222c.

Warriapola Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937	864 12
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346	319 9
Ceylon Land and Produce Company, Ltd. (G. Black)	Strathisla	409	377 19
The Bandarapola Ceylon Co., Ltd. (S. McClelland)	Godapola	454	418 69
Do.	Karagahalanda	104	95 91
			<u>2,075 0</u>

6th section, 28 chains.

Private contribution .. Rs. 245

Total acreage, 1,387—Rate per acre, '17664c.

Warriapola Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937	165 51
J. M. Robertson & Co. (C. L. de Zilwa)	Watagoda	346	61 12
The Bandarapola Ceylon Co., Ltd. (S. McClelland)	Karagahalanda	104	18 37
			<u>245 0</u>

7th section, 40 chains.

Private contribution .. Rs. 280

Total acreage, 1,041—Rate per acre, '26897c.

Proprietors or Agents.	Estates.	Acreage.	Amount. Rs. c.
Warriapola Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937	252 3
The Bandarapola Ceylon Co., Ltd. (S. McClelland)	Karagahalanda	104	27 97
			<u>280 0</u>

8th and 9th sections, 1 mile 40 chains.

Private contribution .. Rs. 266

Total acreage, 937.

Warriapola Estates Co., Ltd. (D. C. Gordon-Duff)	Kandenewera	937	266 0
			<u>Grand Total .. 3,125 0</u>

**Abstract.**

	Amount due. Rs. c.
Warriapola estate	35 74
Kandenewera estate	1,671 30
Watagoda estate	425 86
Strathisla estate	431 16
Godapola estate	418 69
Karagahalanda estate	142 25
Total	<u>3,125 0</u>

Which sums the proprietors, managers, or agents of the several estates are hereby required to pay to J. A. M. Bond, Esq., Chairman, Local Committee, Warriapola estate, Matale, on or before June 30, 1928.

Interest at 9 per cent. will be recovered from the estates if their assessments are not paid within the prescribed time.

H. W. CODRINGTON,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 22, 1928.

**Elkaduwa-Hunugala Branch Road.**

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairing flood damages on the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1896," will on Saturday, June 9, 1928, at 9.45 A.M., at their office in Kandy, proceed to assess the under-mentioned estates to make up the private contribution:—

Government moiety .. Rs. 1,100 00  
Private contribution .. Rs. 1,127 50

Proprietors or Agents.	Estates.	Acreage.
Rangala Consolidated, Ltd. (M. M. Smith, Agents), F. A. E. Price	Elkaduwa Group	1,827
Hattangala Tea & Rubber Co., Ltd. (Geo. Steuart & Co., Agents), A. Dyson Rooke	Galgawatta	253
H. L. Anley	Mahatenne	374
Hunugala Tea & Rubber Co., Ltd. (Skirine & Co., Agents), C. A. Evans	Hunugalla	684

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, Chairman.  
Kandy, May 22, 1928.



**Elkaduwa-Hunugaia 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 repairing flood damages on the above road for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, No. 14 of 1906," have assessed the proportion due by each estate in the district interested in the repair of the said road, as follows:—

Government moiety	Rs. 2,321·00
Private contribution	Rs. 2,379·02

1st and 2nd sections, ·77 mile.

Total acreage, 3,138—Moiety of cost, Rs. 412·40—  
Sectional rate, ·13142c.—Total rate, ·13142c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Rangalla Consolidated, Ltd. (M. M. Smith, Agents), F. A. E. Price	Elkaduwa Group	1,827	240	11	
Hattangala Tea & Rubber Co., Ltd. (Geo. Steuart & Co., Agents), A. Dyson Rooke	Galgawatta	253	33	25	

1st to 3rd section, 1·03 miles.

Total acreage, 1,058—Moiety of cost, Rs. 188·11—  
Sectional rate, ·17779c.—Total rate, ·30921c.

H. L. Anley	Mahatenna	374	115	65
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1st to 4th section, 1·41 miles.

Total acreage, 684—Moiety of cost, Rs. 1,778·51—  
Sectional rate, 2·60016c.—Total rate, 2·90937c.

Hunugala Tea & Rubber Co., Ltd. (Skrine & Co., Agents), C. A. Evans	Hunugala	684	1,990	1	
				Total	2,379 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 30, 1928.

H. W. CODRINGTON,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 22, 1928.

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

NOTICE is hereby given that the Governor, with the advice and consent of the Legislative Council, having agreed to grant the under-mentioned sum for repairs to Public Works Department cooly lines on the above road, for the year ending September 30, 1928, the Provincial Road Committee, acting under the provisions of "The Branch Roads Ordinance, 1906," have assessed the proportion due by each estate interested in the repair of the said road to make up the private contributions, as follows:—

Government moiety	Rs. 1,000·00
Private contributions	Rs. 1,025·00

Total acreage, 4,595—Rate per acre, ·22306c.

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.
Wanarajah Tea Company of Ceylon, Ltd.	Wanarajah	345	76	96	
South Wanarajah Tea Estates Company	South Wanarajah	255	56	88	
Ceylon Proprietary Com- pany	Summerville	242	53	98	
R. C. Scott	Blair Athol	306	68	26	
Executors of M. V. Aru- nasalam Retty Cangany Carfax		299	66	70	
K. Rollo and Mrs. Mercer Gorthie		308	68	70	

Proprietors or Agents.	Estates.	Acreage.	Rs.	c.	Amount.	
Whittall & Co.	Dunkeld	237	52	87		
Castlereagh Estate Com- pany	Castlereagh	526	117	33		
Whittall & Co.	Banff	192	42	83		
Do.	Elstree	167	37	26		
Lethenty Tea Estate Association	Lethenty and Essex	320	71	38		
Do.	Marlborough	258	57	55		
Do.	Blairgowrie	114	25	43		
Lathenty Tea Estates Association	Claverton	198	44	17		
Uplands Tea Estates of Ceylon	Osbourne	522	116	44		
Lethenty Tea Estates Association	Broad Oak	306	68	26		
					Total	1,025 0

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 30, 1928.

H. W. CODRINGTON,  
Provincial Road Committee's Office, Chairman.  
Kandy, May 22, 1928.

**Tuntota-Mandakondana Estate Road.**

THE report of the Local Committee on the Tuntota-Mandakondana estate road having been received, notice is hereby given that in accordance with the provisions of "The Estate Roads Ordinance, 1902," the Provincial Road Committee will on June 9, 1928, at 10 A.M., at the office of the Government Agent, Kurunegala, after hearing objections, if any, adopt, alter, modify or confirm such report, and will proceed to assess in the manner prescribed, the proportion due by each estate on account of the moiety of the cost of maintenance of the above road during 1927-28.

The Local Committee have recommended that the following estates should be assessed for the sections and on the acreage stated opposite to each:—

Government moiety	Rs. 1,750·00
Private contribution	Rs. 1,750·00

1st section,  $\frac{1}{2}$  mile.

Proprietors or Agents.	Estates.	Acreage.
Mr. Martin Fernando	Kabalegasagare	60
Mr. D. J. W. Samarakone	Tuntoa	44
Mr. J. A. Krikenbeck	Etungahumulawatta <i>alias</i> Siyambalagahamula- watta	45
Do.	Kohombagahumulawatta	45
Mr. Peter Wickrama- nayake	Watuheragamawatta	120
Mrs. W. M. Fernando	Kabalagasagare	60
Mr. R. A. Horan, Inspector	Horagasagare	25
Dr. A. M. de Silva	Watuwatta	200

1st to 2nd section, 1 mile.

Proprietors or Agents.	Estates.	Acreage.
Kuna Pana Ana Muttu- velupillai	Talgahumulawatta	30
Mr. E. A. Salgado	Dampitiyewatta	30
Mrs. M. Soysa	Siyambalagaharuppe	350
Sarha Cornella Randeni, Albert Herat Randeni, and Mary Nona	Mahawatta	30
Mr. J. W. Amerasekera	Yalakandawatta	100
P. M. Ukku Banda Appu- hamy	Madangahumulawatta and Palugahumulawatta	40
M. Malakias Peiris and Clementu Peiris	Potukolawila and Kahata- gahawatta	21

Proprietors or Agents.	Estates.	Acreage.	1st to 6th section, 3 miles.		
Berandu Anthony Silva	Ennawatta	25	Proprietors or Agents.	Estates.	Acreage.
W. M. Peiris Appuhamy, S. Hitihamy, and S. Babasingho	Gorokgahawatta Kahatagahawatta	and 30	G. A. Yahapathamy	Paragahawatta	21
P. Perama Muttu Nadar	Mahawewawatta	21	M. P. L. S. R. Aruna- salam	Buriya	97
G. H. Sandaratna, Pun- chi Singho, and Dingiri Menika	Wewahenawatta	25	Mr. Lionel de Fonseka	Kolwewa	300
M. J. Appuhamy	Manawerea	100	Dr. Lionel de Silva	Gorokgasagare	275
H. M. C. Appuhamy, Vidane Arachchi	Kosgahawelawatta	30	1st to 8th section, 4 miles.		
Mr. Peter Wickrama- nayake	Mookalana	30	T. W. M. Gmasekera	Thalgahamulawatta	22
Mr. Gabriel Fernando	Paragahamulawatta	30	S. M. Ukku Banda, <i>ex</i> Korala	Ennawatta <i>alias</i> Pathin- chiwatta	72
Mr. H. F. Gunawardana	Galwalawatta	52	M. P. Appuhamy	do.	30
Dr. A. M. de Silva and Mr. A. F. Silva	Contaradowatta	32	James Manchanayake	Welgalawatta	25
Dingiri Menika, Roti Ethana	Kahatagahawatta	21	Dr. Charles Fernando	Kabalagasagare	45
P. M. Appusingho Appu- hamy and Tikirala Appuhamy	Rajasanthakawatta	40	Mr. A. E. Asérappa	do.	77
A. T. Jorns Vedarala end Appuhamy	Thansandaluwatta	50	S. M. Banda, Vidane	Ennawatta	40
Mr. D. Fernando	Dorabaywatta	60	1st to 9th section, 4½ miles.		
1st to 3rd section, 1½ miles.			Mr. Leo. P. Fernando	Nugagahamulawatta	50
Mrs. Walter S. J. Peiris	Mookalana	57	Mr. T. E. Wagner	Padma Group	210
Mr. H. Roland de Silva	do.	48	Mrs. J. M. de Mel	Hemmeliagare	700
R. Singho Naide and Arachchi Naide	Bakmigahamulawatta	21	Mr. T. E. Wagner	Timbirigasipitiya	350
Mellawa Mudiyansele Kama Ethana	Kongahamulawatta	20	Messrs. P. D. A. Mack & Sons	Beliwetiya	150
1st to 4th section, 2 miles.			Mrs. H. J. Peiris	Madugasagare	150
Maana Muna Ibrahim Saibo	Pallyawatta	50	Mrs. J. M. de Mel	Horagasagare	100
R. M. S. Gopala Krishna- pulle	Diurumpolawatta	100	Mr. A. E. de Silva	Rukkatana	500
1st to 5th section, 2½ miles.			Mr. H. D. Walter de Silva	Himbutuwala	42
Mrs. H. J. Peiris	Yaganwila	150	Mr. W. W. Mathew Fer- nando	Kadigomuwa	150
Mr. S. S. Vairavanathan	Habarawa	130	Mrs. W. Gratian Fernando	Barampola	73
K. P. A. Ramasamy	Polgahawelawatta	30	Mr. Collin de Silva and Mr. Roland C. Senevi- ratna	Thalgashena	30
E. Peer Lebbe and U. Uduma Lebbe	Etungahakottuwatta	21	Mr. D. A. Navaratna	Horagasagare	30
Wana Uduma Lebbe	do.	50	W. ABEYAWARDANE, Provincial Road Committee's Office, Kurunegala, May 15, 1928.		
H. M. Bandappuhamy, H. M. Kapuruhamy, and H. M. Podi Nona	Karandawila	25	<b>Mallawapitiya-Rambadagalla Branch Road.</b>		
Pana Omaru Lebbe	Korakahawetiyeawatta	23	THE report of the Local Committee on the Mallawa- pitiya-Rambadagalla branch road having been received, notice is hereby given, in accordance with the provisions of "The Branch Roads Ordinance, 1896," that the Provincial Road Committee will on June 9, 1928, at 10 A.M., at the Kurunegala Kachcheri, after hearing objec- tions, if any, adopt, alter, modify, or confirm such report, and will proceed to assess in the manner prescribed the proportion due by each estate on account of the moiety of the cost of rebuilding the bridge on the 13th mile of the above road.		
Thamby Lebbe Gurun- nehelage Ahamadu Lebbe	Kosgahamulawatta	25	Government moiety	Rs. 6,236.68	
P. Uduma Lebbe and P. Kasi Lebbe	Ennawatta <i>alias</i> Pathin- chiwatta	24	Private contribution	Rs. 6,517.32	
Sayana Adusamadu Mowlana	Pathinchiwatta	24	26th to 28th section.		
P. L. Don Migel Appu- hamy and Bastian Appuhamy	Beliwetiyeawatta	25	Proprietors or Agents.	Estates.	Acreage.
A. Fernando and F. Fer- nando	Habahenawatta	22	Mr. G. Perera	Kandawatta	40
H. M. Ukku Banda, Korala	Dampitiyeawatta and Lindapitiyeawatta	20	Messrs. James Finlay & Co.	Delwita Group	2,568
S. G. Gorthihamy, Kiri Banda, Bandappu, and Mudalihamy	Agarawatta	60	Messrs. Carson & Co.	Nella Oola	300
H. M. Ranhany (Coroner)	Kongahahenyaya	20	Messrs. Harrisons & Crosfield, Ltd.	Marlbe	586
P. M. Herathamy, Herat Singho	Gorokgahamulawatta	40	Do.	Keppitigala	708
J. M. S. Peiris	Galwanganawatta	20	Mr. J. L. Kotelawala	Field View	200
R. A. Hendappahamy, Manelhamy, and Julius Singhe	Atanbagahawatta	29	W. ABEYAWARDANE, Provincial Road Committee's Office, Kurunegala, May 17, 1928.		
Saama Lebbe	Ennawatta	22			
Mrs. D. Jayawardana	Nugagahamulawatta <i>alias</i> Siyambalagasagare watta	50			

## LOCAL BOARD NOTICES.

### Licence to practise as Auctioneer and Broker.

IT is hereby notified that the under-mentioned person has been granted a licence to practise as Auctioneer and Broker within the Local Board limits of Bandarawela during the year 1928 under section 13 of Ordinance No. 15 of 1889 :—

P. Felix Fernando, Bandarawela.

Local Board Office,  
Badulla, May 24, 1928.

R. MONYPENNY,  
for Chairman, Local Board, Bandarawela.

## 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. 4,023.

(2) Date of Receipt : October 29, 1927.

(3) Applicant (Proprietor of the Trade Mark) : CREAM OF WHEAT COMPANY (a Corporation organized and existing under the laws of the State of North Dakota, United States of America), Fifth street and First Avenue North, Minneapolis, State of Minnesota, United States of America ; Manufacturers.

(4) Address for service in the Island : C/o Julius & Creasy, Colombo.

(5) Class : 42.

(6) Goods : Wheat breakfast food.

(7) Representation of the Trade Mark :

**CREAM**  
OF

**WHEAT**

Registrar-General's Office,  
Colombo, May 29, 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. 4,248.

(2) Date of Receipt : April 3, 1928.

(3) Applicant (Proprietor of the Trade Mark) : T. V. K. CADER MEERA SAIBO, N. CADER MEERA RAWTHER, S. V. PEER MOHAMED RAWTHER, A. E. MOHAMED SULAIMAN, and A. E. MOHAMED USOOF, trading as "T. V. K. CADER MEERA SAIBO & CO.," 72, Second Cross street, Colombo ; Exporters and Importers.

(4) Address for service in the Island, if any : —.

(5) Class : 42.

(6) Goods : Tea.

(7) Representation of the Trade Mark :

**SOLDIER BRAND**



Registrar-General's Office,  
Colombo, May 23, 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. 4,245.

(2) Date of Receipt: April 4, 1928.

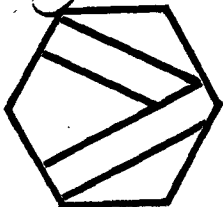
(3) Applicant (Proprietor of the Trade Mark): SCHERING-KAHLBAUM A. G. (a Company incorporated under German Laws), No. 39, Mullerstrasse, Berlin,, Germany; Manufacturers.

(4) Address for service in the Island: C/o Eando Eastern & Oriental Trading Co., 20, Baillie street, Colombo

(5) Class: 3.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy.

(7) Representation of the Trade Mark:



Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 23, 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. 4,248.

(2) Date of Receipt: April 14, 1928.

(3) Applicant (Proprietor of the Trade Mark): T. V. K. CADER MEERA SAIBO, N. CADER MEERA RAWTHER, S. V. PEER MOHAMADO RAWTHER, A. E. MOHAMED SULAIMAN, and A. E. MOHAMED USOOF, trading as "T. V. K. CADER MEERA SAIBO & COMPANY," 72, Second Cross street, Colombo; Exporters and Importers.

(4) Address for service in the Island, if any: —

(5) Class: 42.

(6) Goods: Tea.

(7) Representation of the Trade Mark:

NURSE BRAND.



Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 23, 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. 4,249.

(2) Date of Receipt: April 14, 1928.

(3) Applicant (Proprietor of the Trade Mark): T. V. K. CADER MEERA SAIBO, N. CADER MEERA RAWTHER, S. V. PEER MOHAMEDO RAWTHER, A. E. MOHAMED SULAIMAN, and A. E. MOHAMED USOOF, trading as "T. V. K. CADER MEERA SAIBO & COMPANY," 72, Second Cross street, Colombo; Exporters and Importers.

(4) Address for service in the Island, if any: —

(5) Class: 42.

(6) Goods: Tea.

(7) Representation of the Trade Mark:

MOTOR CYCLE BRAND.



Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 23, 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. 4,255.

(2) Date of Receipt: April 17, 1928.

(3) Applicant (Proprietor of the Trade Mark): SCHERING-KAHLBAUM A. G. (a Company incorporated under German Laws), No. 39, Mullerstrasse, Berlin, Germany; Manufacturers.

(4) Address for service in the Island: C/o Eando Eastern & Oriental Trading Company, 20, Baillie street, Colombo.

(5) Class: 3.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy.

(7) Representation of the Trade Mark:

Atophan

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 23, 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. 4,256.

(2) Date of Receipt: April 17, 1928.

(3) Applicant (Proprietor of the Trade Mark): SCHERING-KAHLBAUM A. G. (a Company incorporated under German Laws), No. 39, Mullerstrasse, Berlin, Germany; Manufacturers.

(4) Address for service in the Island: Eando Eastren & Oriental Trading Co., 20, Baillie street, Colombo.

(5) Class: 3.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy.

(7) Representation of the Trade Mark:

## Urotropin

Registrar-General's Office,  
Colombo, May 23, 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. 4,257.

(2) Date of Receipt: April 17, 1928.

(3) Applicant (Proprietor of the Trade Mark): SCHERING-KAHLBAUM A. G. (a Company incorporated under German Laws), No. 39, Mullerstrasse, Berlin, Germany; Manufacturers.

(4) Address for service in the Island: Eando Eastern & Oriental Trading Co., 20, Baillie street, Colombo.

(5) Class: 3.

(6) Goods: Chemical substances prepared for use in medicine and pharmacy.

(7) Representation of the Trade Mark:

## Veramon

Registrar-General's Office,  
Colombo, May 23, 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. 4,263.

(2) Date of Receipt: April 19, 1928.

(3) Applicant (Proprietor of the Trade Mark): THE APOLLINARIS COMPANY, LIMITED (a Company duly incorporated in England under the Companies Act, 1862), 4, Stratford place, Oxford street, London, W. 1., England; Purveyors of Mineral Waters.

(4) Address for service in the Island: C/o de Vos & Gratiaen, Colombo.

(5) Class: 44.

(6) Goods: Mineral and aerated waters, natural and artificial, including ginger beer.

(7) Representation of the Trade Mark:

## APENTA

Registrar-General's Office,  
Colombo, May 23, 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. 4,264.

(2) Date of Receipt: April 19, 1928.

(3) Applicant (Proprietor of the Trade Mark): THE APOLLINARIS COMPANY, LIMITED (a Company duly incorporated in England under the Companies Act, 1862), 4, Stratford place, Oxford street, London W. 1., England; Purveyors of Mineral Waters.

(4) Address for service in the Island: C/o de Vos & Gratiaen, Colombo.

(5) Class: 44.

(6) Goods : Mineral and aerated waters, natural and artificial, including ginger beer.

(7) Representation of the Trade Mark :



Registrar-General's Office,  
Colombo, May 23, 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 and 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. 4,273.

(2) Date of Receipt : April 24, 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, Ceylon; 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 :

**BOBSCREAK**

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 29, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with and 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. 4,274.

(2) Date of Receipt : April 24, 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, Ceylon; 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 :

**LOCHASSE**

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 29, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,275.

(2) Date of Receipt : April 24, 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, Ceylon; 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 :

**PIPATENNE**

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 29, 1928. Registrar of Trade Marks.

NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this *Gazette*, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,276.

(2) Date of Receipt : April 24, 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, Ceylon; 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 :

**RICHTOTUM**

Registrar-General's Office, C. COOMARASWAMY,  
Colombo, May 29, 1928. Registrar of Trade Marks.



NOTICE is hereby given that any person who has grounds of objection to the registration of the following Trade Mark may, within two months from the date of this Gazette, lodge Notice of Opposition on Form T. M. No. 7 with an uncanceled stamp of Rs. 20 affixed thereto.

The period for lodging Notice of Opposition may be enlarged by the Registrar if he thinks fit and upon such terms as he may direct.

(1) Trade Mark No. 4,277.

(2) Date of Receipt: April 24, 1928.

(3) Applicant (Proprietor of the Trade Mark): COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thomas House, Queen street place, London E.C. 4., England; and Union place, Slave Island, Colombo, Ceylon; 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:

**ROCKFARM**

Registrar-General's Office,  
Colombo, May 29, 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. 4,278.

(2) Date of Receipt: April 24, 1928.

(3) Applicant (Proprietor of the Trade Mark): COLOMBO COMMERCIAL COMPANY, LIMITED (a Company incorporated under the laws of England), Thomas House, Queen street place, London E.C. 4., England; and Union place, Slave Island, Colombo, Ceylon; 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:

**SIRISGALLA**

Registrar-General's Office,  
Colombo, May 29, 1928.

C. COOMARASWAMY,  
Registrar of Trade Marks.

## GOVERNMENT NOTIFICATIONS.

*Continued from page 2157.*

Department of Indian Immigrant Labour.

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LABOUR ORDINANCE, NO. 27 OF 1927.

*Notification No. 20.*

It is hereby notified that His Excellency the Governor in exercise of the powers conferred on him by sections 5 (1), 5 (2), and 6 (1) of Ordinance No. 27 of 1927, has been pleased to appoint the Estate Wages Boards appearing in the schedule hereto for the respective revenue districts and areas specified therein.

By His Excellency's command,

A. G. M. FLETCHER,  
Colonial Secretary.

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

### Schedule.

#### THE REVENUE DISTRICT OF COLOMBO.

*Chairman.*

The Assistant Government Agent, Colombo.

*Employers' Representatives.*

Mr. R. St. G. Jackson, Avissawella Estate, Puwakpitiya.

Mr. J. M. Mackenzie, Halpe Estate, Padukka.

*Labourers' Representatives.*

Mr. K. Mohideen, Kangany, Elston Estate, Puwakpitiya.

Mr. N. Krishnasamy, Doranakande Estate, Avissawella.

#### THE REVENUE DISTRICT OF KALUTARA.

*Chairman.*

The Assistant Government Agent, Kalutara.

*Employers' Representatives.*

Mr. W. Bridge, Tempo Estate, Neboda.

Mr. R. E. Nicol, Millakande Estate, Mahagama.

*Labourers' Representatives.*

Mr. Kadiravale Kangany, St. George Estate, Matugama.

Mr. Periyamuttu Karuppan, Head Kangany, Culloden Estate, Neboda.

#### THE REVENUE DISTRICT OF KANDY.

*Chairman.*

The Government Agent, Central Province, Kandy.

*Employers' Representatives.*

Mr. E. M. Windus, Rothschild Estate, Pussellawa.

Mr. M. L. Wilkins, Strathdon Estate, Hatton.

*Labourers' Representatives.*

Mr. R. M. Rengasamy Kangany, Dickoya Estate, Dikoya.

Mr. S. Valoo, Head Kangany, Somerset Estate, Gampola.

The area comprising Nuwara Eliya Revenue District and (a) Gampaha korale in the Province of Uva; (b) that part of Meda palata and Yatipalata korales in Udukinda Division, situated north of Hal-oya, in the Province of Uva; and (c) Ambawela, Glenorchy, and Warwick Estates, in the Province of Uva.

*Chairman.*

The Assistant Government Agent, Nuwara Eliya.

*Employers' Representatives.*

Mr. H. Tonks, Delmar Estate, Halgranoya.

Mr. J. Forbes (Junior), Thornfield Estate, Agrapatana.

*Labourers' Representatives.*

Mr. P. K. Velchamy, Head Kangany, Talawakelle Estate, Talawakele.

Mr. M. M. Muttiah Pillai, Head Kangany, Brookside Estate, Kandapola.

## THE REVENUE DISTRICT OF MATALE.

*Chairman.*

The Assistant Government Agent, Matale.

*Employers' Representatives.*

Mr. R. Copland, Nicholaoya Estate, Rattota.

Mr. H. W. Vickers, Nikakotuwa Estate, Matale.

*Labourers' Representatives.*

Mr. C. Sivanadian, Head Kangany, Ukuwela Estate, Ukuwela.

Mr. R. Dorasamy, Head Kangany, Strathisla Estate, Matale.

## THE REVENUE DISTRICT OF GALLE.

*Chairman.*

The Government Agent, Southern Province, Galle.

*Employers' Representatives.*

Mr. A. F. B. Smeaton, St. Leonards-on-sea Estate, Elpitiya.

Mr. G. C. Martin, Nakiyadeniya.

*Labourers' Representatives.*

Mr. M. Palaniyandy, Head Kangany, Deviturai Estate, Ambalangoda.

Mr. A. M. Yagappan, Kangany, Stokesland Estate, Udugama.

## THE REVENUE DISTRICT OF MATARA.

*Chairman.*

The Assistant Government Agent, Matara.

*Employers' Representatives.*

Mr. C. B. Colisson, Campden Hill Estate, Deniyaya.

Mr. Fred Abayasundera, Ward House, Ward place, Colombo.

*Labourers' Representatives.*

Mr. D. Asirwathan, Head Kangany, Handford and Aninkanda Estate, Deniyaya.

Mr. C. Sinnappen, Head Kangany, Hulandawa Estate, Galle.

## THE REVENUE DISTRICT OF KURUNEGALA.

*Chairman.*

The Government Agent, North-Western Province, Kurunegala.

*Employers' Representatives.*

Mr. J. Sheridan Patterson, Delwita Group, Kurunegala.

Mr. D. Dyson, Andigama Estate, Giriulla.

*Labourers' Representatives.*

Mr. S. Rengasamy, Kangany, Muwankanda Estate, Mawatagama.

Mr. Chinnappen, Head Kangany, Pitakande Estate, Mawatagama.

## THE REVENUE DISTRICTS OF PUTTALAM AND CHILAW.

*Chairman.*

The Assistant Government Agent, Puttalam and Chilaw.

*Employers' Representatives.*

Mr. E. L. Spencer Schrader, Palugaswewa Estate, Rajakadalwa.

Mr. U. S. Mohamed, Puttalam.

*Labourers' Representatives.*

Mr. A. Vedamutta Nadan, Talwila, Marawila.

Mr. P. K. Ambalam, Kangany, case of District Mudliyar, Kalpitiya.

The area comprising the Haputale and Moneragala districts of the Province of Uva, viz. :—

(i.) All those portions of Dambawinna palata korale and Maha palata korale in Udukinda division and Kumbalwela korale in Yatikinda division which lie south and south-west of the Welimada-Bandarawela and Bandarawela-Poonagala roads.

(ii.) Kandapalla korale; and

(iii.) Wellawaya korale in Wellawaya division.

(iv.) Buttala Wedirata korale in Buttala division.

(v.) Ballagalla-ella, Leangahawela, and Broughton Estates falling in Kumbalwela korale of Yatikinda division.

*Chairman.*

The Government Agent, Province of Uva, Badulla.

*Employers' Representatives.*

Mr. A. Fellowes Gordon, Roehampton Estate, Haputale.

Mr. V. W. Birbeck, Paravilla Group, Moneragala.

*Labourers' Representatives.*

Mr. S. M. Velusamy Pillai, Pita Ratmalie Estate, Haputale.

Mr. R. Alagu Pillai, Nahakittia, Koslanda.

The Area comprising the remainder of the Province of Uva not included in the Haputale, Moneragala, and Nuwara Eliya Districts as described above.

*Chairman.*

The Government Agent, Province of Uva, Badulla.

*Employers' Representatives.*

Mr. A. M. Clarke, El Teb Estate, Passara.

Mr. K. Sentence Smith, Telbedde, Badulla.

*Labourers' Representatives.*

Mr. V. Ramanathan, Demodera Group, Demodera.

Mr. M. Ramasamy Pillai, Pingarawa Estate, Namunukula.

## THE REVENUE DISTRICT OF RATNAPURA.

*Chairman.*

The Government Agent, Province of Sabaragamuwa, Ratnapura.

*Employers' Representatives.*

Mr. R. Gregor, Opata Group, Kahawatta.

Mr. D. M. Berry, Pallawella Estate, Ratnapura.

*Labourers' Representatives.*

Mr. Veeramuthu, Head Kangany, Dumbara Estate, Ingiriya.

Mr. S. S. Albert, Head Kangany, Keenagahaella Estate, Balangoda.

## THE REVENUE DISTRICT OF KEGALLA.

*Chairman.*

The Assistant Government Agent, Kegalla.

*Employers' Representatives.*

Mr. R. P. Gorton, Laukka Estate, Mawanella.

Mr. F. Duncan, Atale Estate, Ruanwella.

*Labourers' Representatives.*

Mr. Sellambaran, Kangany, Nahalma Estate, Kegalla.

Mr. Nullatamby, Kangany, Karandupona Estate, Kegalla.